

REQUEST FOR BIDS

Girl Scouts of Northern California – Camp Butano Forest Health Project

Sponsored by the
SAN MATEO RESOURCE CONSERVATION DISTRICT

Distributed
[7/9/2021]

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Project]

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EXHIBIT A: Project Plans and Specifications

EXHIBIT B: Cost Proposal

EXHIBIT C: Contractor Questionnaire

EXHIBIT D: Sample Contract

EXHIBIT E: San Mateo RCD 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
[Girl Scouts of Northern California – Camp Butano Forest Health Project]

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

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

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
[Girl Scouts of Northern California – Camp Butano Forest Health Project]

1. Introduction

San Mateo Resource Conservation District, in collaboration with CAL FIRE and the Girl Scouts of Northern California has developed high priority fuel reduction treatment projects on county lands in the northern Santa Cruz Mountains for forest health purposes. This project encompasses ~44 acres. Activities primarily include mechanical thinning of vegetation up to 8” in diameter as well as select hand thinning in proximity to infrastructure and sensitive resources, 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 44 acre forest health and fuel reduction project on Girl Scouts of Northern California land at Camp Butano Creek.

Mechanical mastication would be utilized to treat understory vegetation, dead or downed material, hazard trees, dead, dying, and diseased trees, and live trees up to 8 inches diameter at breast height (DBH). Understory vegetation, brush, and shrubs under the drip lines of trees shall be cut and masticated leaving root systems intact for resprouting. 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 treat dead, dying, and diseased trees of any diameter, and live trees up to 8 inches DBH.

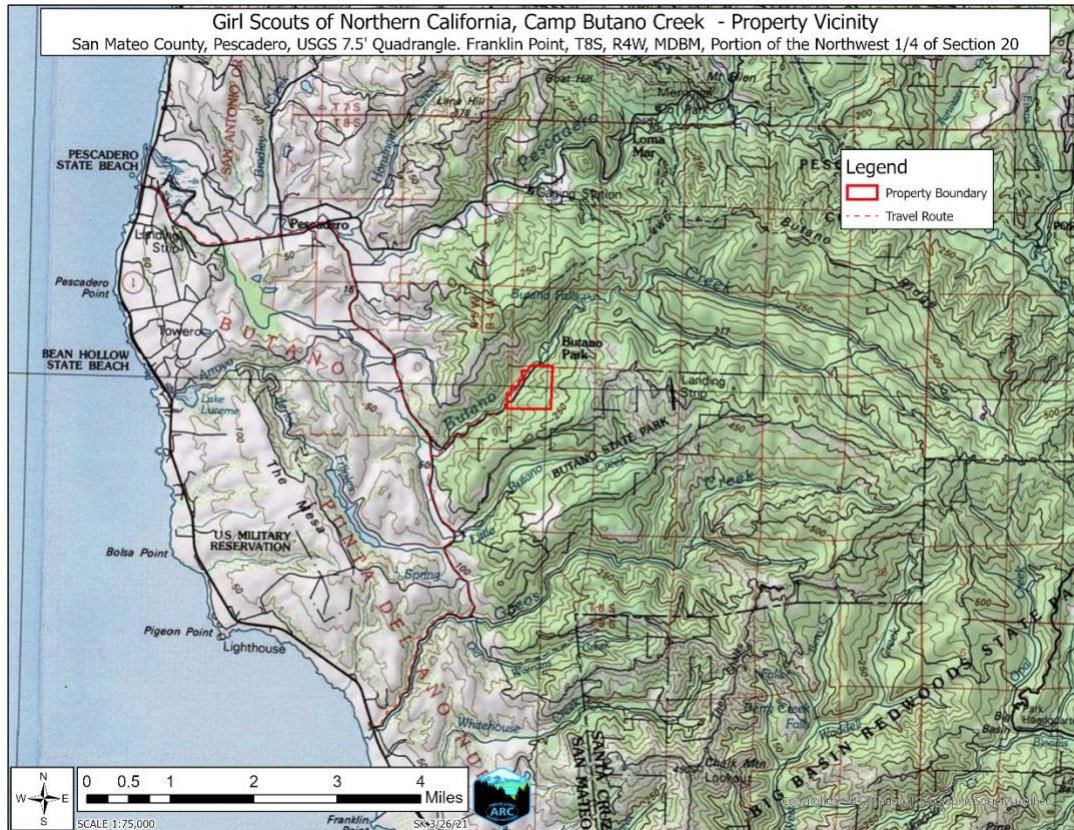
The treatment activities will reduce potential ignition sources, improve the forest’s health and vigor, and promote a more resilient fuel break.

Contracting Entity: The RCD is the contracting entity and project manager on behalf of the landowner, Girl Scouts of Northern California. 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

The project treatment area encompasses a total of approximately 44 acres within the Girl Scouts of Northern California Camp Butano Creek property, which is approximately 144 acres total. The property is located south of Pescadero, east of Highway 1, and northeast of Bean Hollow Lakes 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:

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

4. 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

The Girl Scouts of Northern California – Camp Butano Creek Forest Health 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

The Registered Professional Forester’s (RPF) cost estimate for the project is \$180,000.

6. Documentation

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

EXHIBIT A: Project Plans and Specifications
EXHIBIT B: Cost Proposal
EXHIBIT C: Contractor Questionnaire
EXHIBIT D: Sample Contract
EXHIBIT E: San Mateo RCD 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 Contractor Questionnaire (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 September 13th, 2021

RSVP Bid Tour (required – directions and parking instructions will be provided upon RSVP confirmation)	7/22
Bid Tour (mandatory for all bidders)	7/26 – 10:00 am - All contractors will meet at Girls Scouts of Northern California – Camp Butano Creek. Additional information will be provided upon RSVP. Expect to be on site for 2 – 3 hours.
Questions/Inquiries Accepted	8/5

Deadline for proposal submissions	<p>8/9 at 5:00 pm (hard copy received or via digital timestamp). Late proposal submissions will not be considered.</p> <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>8/10 at 3:00 pm on Zoom. See the link below:</p> <p>https://us02web.zoom.us/j/88176138484?pwd=UFgxZ3ZUNjBDWW9YNzViMGNBjBCUT09</p> <p>Or phone: 669-900-6833</p> <p>Meeting ID: 881 7613 8484</p> <p>Passcode: 603727</p>
Notification of Award	8/20/2021
Contract Date	9/1
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	9/13
Work Completion Date	12/31/2021

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 who are not registered or do not have DIR numbers listed will be rejected.

RCD will be using compliance consultant North Valley Labor Compliance Services (NVLCS) to provide contractors with guidance on compliance with California Labor Code prevailing wage requirements. This guidance/assistance from NVLCS does not include administrative services/support necessary to comply with prevailing wage requirements but the cost of such administrative services/support is an eligible cost that may be included in your bid. For more information, bidders may contact NVLCS [Carolyn Lay – Senior Labor Compliance Officer - 530-674-3033].

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 habitat 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 Contractor Questionnaire (Exhibit C) will help 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
[Girl Scouts of Northern California – Camp Butano Forest Health Project]

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 (SMRCD) 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/>).

The collaborative outcome has been the development of a forest health fuel reduction project at Girl Scouts of Northern California, Camp Butano Creek to execute a project encompassing approximately 44.3 acres of vegetative treatments (38.9 acres mechanical treatment and 5.4 acres of manual treatment) to enhance and restore a forest system challenged by lack of fire and changing climates that has many homes in close proximity to camp 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 the reduction of ladder fuels and brush as well as through the placement of fuel breaks along ridge tops to reduce the intensity of wildfires.

Project Site and Location:

The project treatment area encompasses a total of approximately 44 acres within the Girl Scouts of Northern California Camp Butano Creek property, which is approximately 143.6 acres total. Camp Butano Creek is a private recreational property containing hiking trails, camp facilities, such as cabins, dining halls, and amphitheaters, utilized by campers affiliated with the Girl Scouts during school year weekends and summer camp sessions. Proposed mechanical treatment areas are located within the property boundary along ridges and on slopes less than approximately 40%. Any operations in proximity to the Camp Activity Line during camp sessions may require trail closures and noticing for camper and staff safety.

The property is located south of Pescadero, and east of Highway 1, along Canyon Road, off Cloverdale Road.

Project Treatments:

Treatment activities consist of approximately 38.9 acres of mechanical treatments that will occur predominately on slopes below 40%, averaging approximately 30% or less, along ridges and may occur reaching off existing road infrastructure on slopes greater than 40%. Masticators will be used to remove dense stands of understory vegetation and ladder fuels and maintain a healthy overstory. Understory vegetation, brush, and shrubs under the drip lines of trees shall be cut and masticated leaving root systems intact for resprouting. The manual and mechanical treatment crews may utilize a chainsaw and/or various other mechanized tools or hand tools to cut, clear, or prune herbaceous or woody species and ladder fuels. Manual treatments will occur over approximately 5.4 acres predominately near sensitive resources and important camp infrastructure, such as the North Commons, Penny Royal, Sequoia, amphitheater, water treatment facility, and water tanks. Some manual treatment areas will occur on steep slopes between approximately 40-50%.

The tree fuel types are dominated by second growth coastal redwood forests mixed with Douglas-fir and mixed hardwood stands. These forests have generally closed canopies with moderate to dense understory fuels. Understories located in areas that experienced the low severity burn during the 2020 CZU Lightning Complex Fires contain moderate fuel loads including dead and/or cured vegetation and a component of regenerative vegetation and tree sprouting. The removal of understory vegetation and ladder fuels in the tree fuel types would reduce the risk of future ground or surface fires spreading into the canopy. There is a small component of the shrub fuel type located in the understory that consists predominately of native shrub species, such as huckleberry, poison oak, and manzanita. Additionally, invasive species, such as French broom, have been documented in treatment areas.

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 of Camp Butano Creek.

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 the San Mateo Resource Conservation District, their supervised designee, Girl Scouts of Northern California, camp users, Sempervirens (who hold a conservation easement on the property), 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. Consideration will be given to beginning operations at 6:00 a.m. should weather conditions warrant it.
3. Operations are expected to occur from May 1st – October 15th. Operations may also occur from October 15th – May 1st with approval from the San Mateo Resource Conservation District; 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 toilet and garbage disposal facilities are available for crews and are used in staging areas identified for operations.
5. The 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 camp infrastructure or private property and will replace or repair these items at their own expense through means acceptable to the San Mateo Resource Conservation District and the Girls Scouts of Northern California.
7. Any appurtenant seasonal roads and staging areas shall be filmed ahead of active operations by 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 six (6) 3-inch x 10-foot-long spill absorbent socks.
9. Prior to beginning operations, 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 Resource Conservation District and their supervised designee shall flag two 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 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 per year subscription to *Avenza*). 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. The Contractor shall prepare and keep record of a daily checklist made available at the request 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 if under an overstory canopy, focusing on the removal of tanoak and overstocked redwood areas. All live larger diameter trees remain.
 - a. The Contractor shall not remove any buckeye or big leaf maple.
- 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 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 ~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.
7. 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 camp infrastructure and road surfaces where the minimum pruning height is 12 feet. No pruning will be done to a height greater than 50% of total tree height. Only dead limbs shall be pruned off hardwoods.
2. Conifer limbs may be pruned with a masticator but pruned ends shall have a smooth appearance with no frayed material visible especially in proximity to camping areas and access roads. 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 pruning will be minimal. The San Mateo Resource Conservation District 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 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. The 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.
 - a. Scattered debris is acceptable on the trail surface, but not to the point that it creates any significant tripping hazards or the trail alignment is indiscernible.
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 the San Mateo Resource Conservation District. To propose other heavy equipment, the Contractor should be prepared with equipment dimensions, weight, and photos of equipment. Low-pressure, smaller (<20,000 lb.), tracked excavators and other tracked equipment with mowing heads that can grind smaller trees and understory vegetation into 1-3-inch large chips on slopes $\leq 40\%$ and spread chips throughout the forest are preferred.

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:
 1. "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.

2. "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 to be 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 to be 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. Girl Scouts of Northern California staff will arrange for a water source for the Contractor to keep a 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 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 the 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 camp users.
 - a. Scattered debris is acceptable on the road but not to the point that it creates any significant road hazards for camp 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. Girl Scout Creek is a Class II watercourse and is flagged with blue and white Watercourse and Lake Protection Zone flagging varying in distance from 50 – 100 feet. No heavy equipment may enter these zones unless they are crossing from one treatment unit to the next on an existing road. Manual treatment, where specified on the operations map, may be conducted in these zones.
2. 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		
Class III Watercourses	<30%	>30%
	25	50

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

2. 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.
3. Equipment shall be checked each day for any signs of leaks and if discovered, shall be repaired immediately.
4. 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 no 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.

5. 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 Resource Conservation District.
 - 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 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 the 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 the 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. The 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 or manual treatment areas by the 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. The 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. The 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. The 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, 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/>).

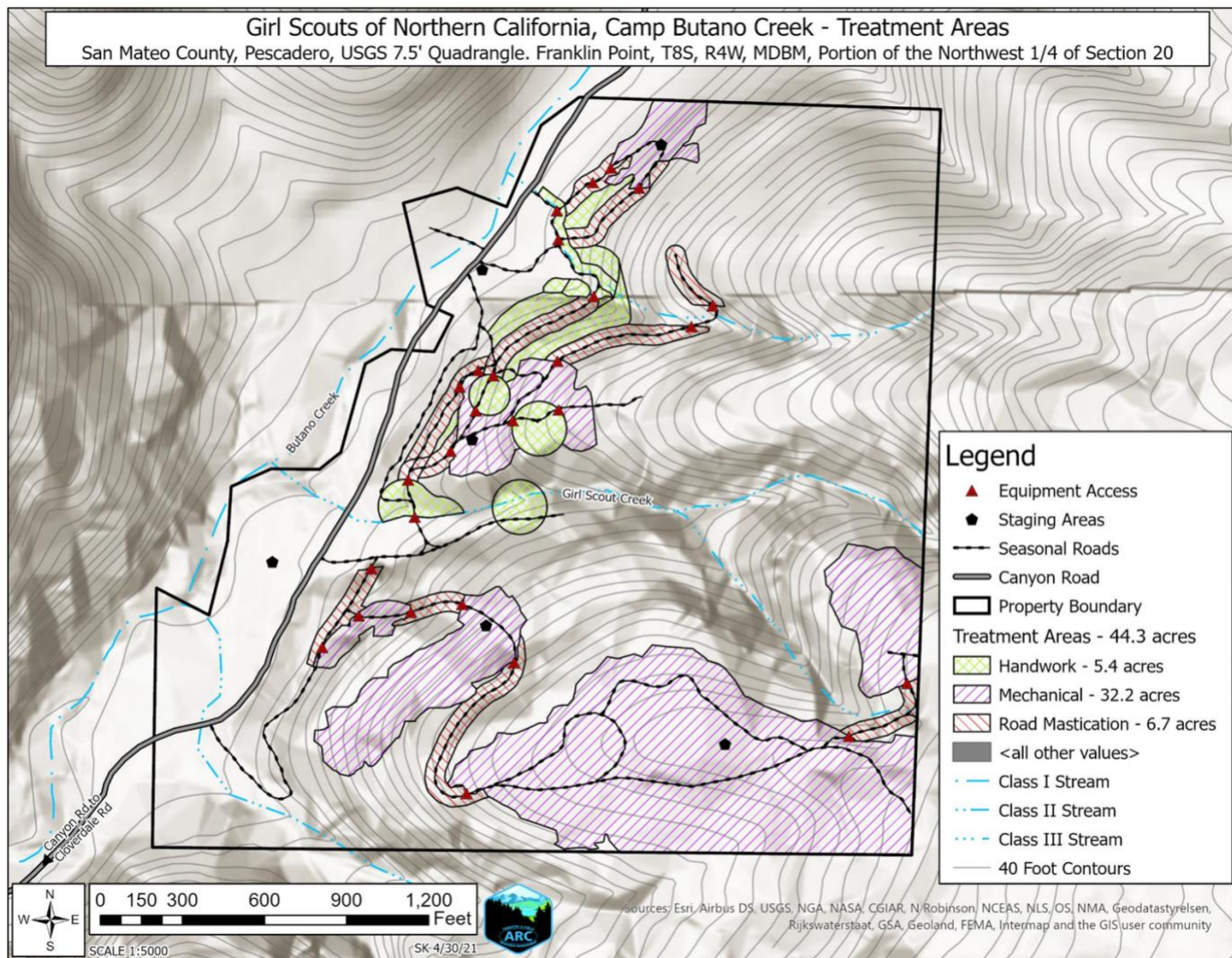
Invasive Species

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 Camp Butano Creek.

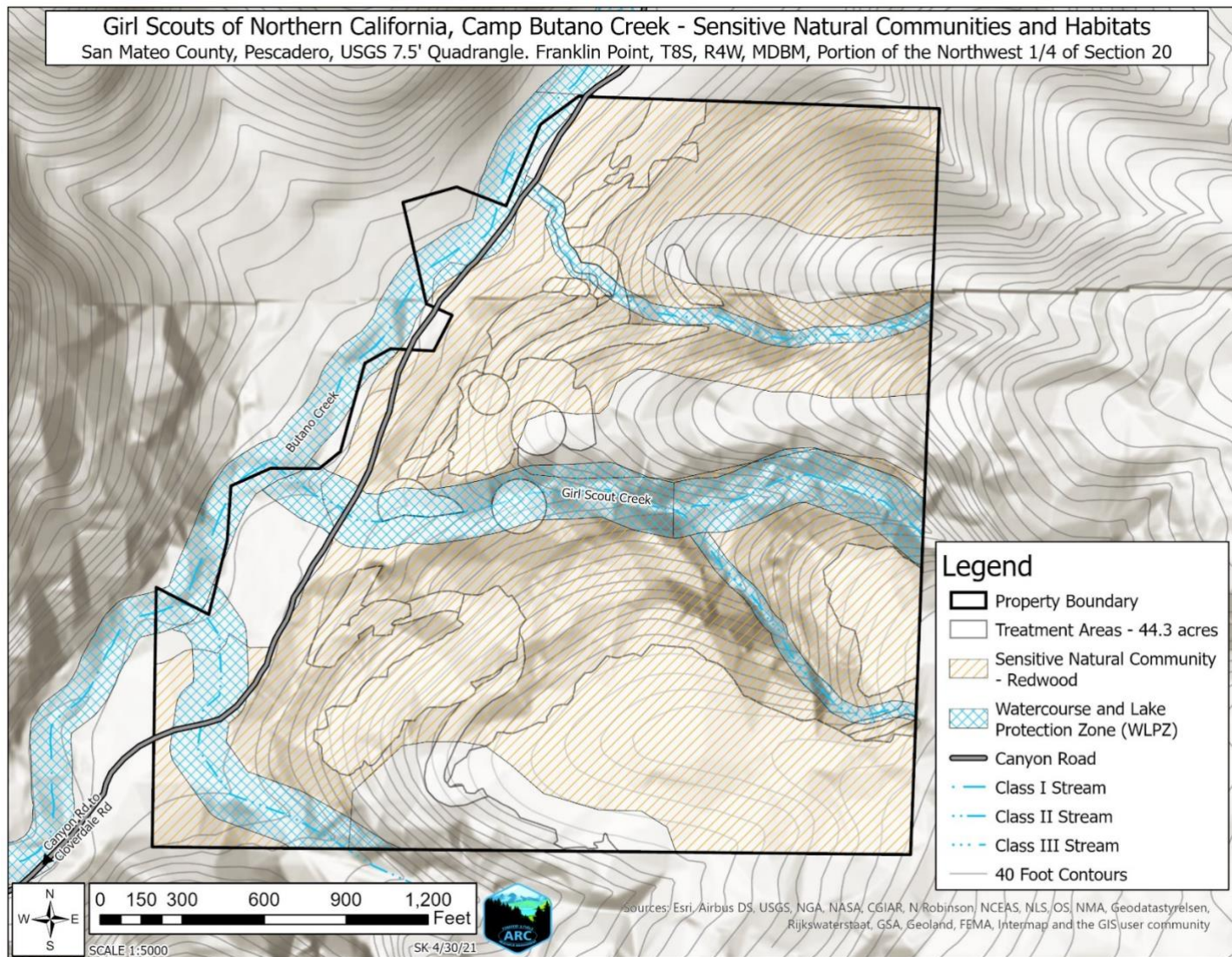
Flagging Key

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 stripped 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
[Girl Scouts of Northern California – Camp Butano Forest Health Project]

To: Board of Directors, San Mateo Resource Conservation District

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

We, the undersigned, agree to perform all of the above work to its completion and to the satisfaction of the RCD for the rates and prices for said work as indicated below.

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

1. BID SHEET* –

Item #	Description	Unit	Average price per acre	Total Cost
1	Mobilization, insurance, bonds	LS	NA	\$
2	Mechanical mastication	LS	\$	\$
3	Hand treatment	LS	\$	\$
4	Site meetings and prevailing wage management	LS	NA	\$
5	Administrative costs	LS	NA	\$
6	Reporting and verification	LS	NA	\$
7	Demobilization/closeout – including but not limited to staging locations and roads.	LS	NA	\$
	Total bid	LS		

Total Bid (in numbers):

Total Bid (in words):

Notes:

* Cost estimate does not include the cost of permitting or biological monitoring – this will be the responsibility of the San Mateo RCD.

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 descriptions should include relevant information such as location, size, description of activities, subcontractor (if any), etc.

PROJECT NAME _____

Project Description:

Period of construction (dates):

Reference (name & phone) _____

PROJECT NAME _____

Project Description:

Period of construction (dates):

Reference (name & phone) _____

PROJECT NAME _____

Project Description:

Period of construction (dates):

Reference (name & phone)

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

EXHIBIT D
Sample Contract
[Girl Scouts of Northern California – Camp Butano Forest Health Project]

[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**

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

EXHIBIT D (Continued)
INSURANCE

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

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

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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/cqi-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/cqi-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
[Girl Scouts of Northern California – Camp Butano Forest Health Project]

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
Girl Scouts of Northern California – Camp Butano Forest Health Project

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

1. Payment of Prevailing Wage Rates

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

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

2. DIR Registration

All individuals or companies performing prevailing wage work on this project must be registered as a public works contractor and pay an annual fee of \$300 to the Department of Industrial Relations (DIR). This includes all work covered by prevailing wage such as trucking, surveying, building inspection and so on.

3. Apprentices

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

4. Penalties

Penalties, including forfeitures and debarment, shall be imposed for contractor/subcontractor failure to pay prevailing wages, failure to maintain and submit accurate certified payroll records upon request, failure to employ apprentices, and for failure to pay employees for all hours worked at the correct prevailing wage rate, in accordance with Labor Code Sections 1775, 1776, 1777.7, and 1813. Monetary penalties of \$200 per day per worker shall be imposed for failure to pay correct prevailing wage; \$25 per day per worker shall be imposed for overtime violated; \$100 per

day per worker for failure to provide certified payroll information; \$100-\$300 per calendar day for noncompliance of Apprenticeship issues.

5. Certified Payroll Records

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

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

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

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

6. Nondiscrimination in Employment

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

a. Equal Employment Poster

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

7. Kickback Prohibited

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

8. Acceptance of Fees Prohibited

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

9. Listing of Subcontractors

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

10. Proper Licensing

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

11. Unfair Competition Prohibited

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

12. Workers' Compensation Insurance

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

13. OSHA

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

14. Prompt Payment of Subcontractors and Suppliers

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

15. IRCA

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

16. Jobsite Interviews

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

17. Certification of Electricians

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

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

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

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

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

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

I am authorized to make this certification on behalf of _____.

(Name of Contractor)

Signature

Name

Title of Contractor Authorized Representative

EXHIBIT G
Certificate of Compliance
[Girl Scouts of Northern California – Camp Butano Forest Health Project]

TO: SAN MATEO RESOURCE CONSERVATION DISTRICT

PROJECT: GIRL SCOUTS OF NORTHERN CALIFORNIA – CAMP BUTANO FOREST HEALTH PROJECT

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
[Girl Scouts of Northern California – Camp Butano Forest Health Project]

Process and timing

Invoices will be reviewed by the RCD staff and our consulting Registered Professional Forester (RPF) 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 digitally to:

David Cowman, Project Manager
david@sanmateorcd.org
San Mateo Resource Conservation District
80 Stone Pine Road, Suite 100
Half Moon Bay, CA 94019

