



REQUEST FOR QUALIFICATIONS

Forest Health and Fire Resiliency Program Services

Sponsored by the
SAN MATEO RESOURCE CONSERVATION DISTRICT

August 26, 2022

Request for Qualifications
FOREST HEALTH AND FIRE RESILIENCY PROGRAM SERVICES

INDEX

REQUEST FOR QUALIFICATIONS	i
INDEX	ii
Introduction	1
Location	2
RFQ Submittals:	2
Project Cost and Funding	2
Documentation	2
Proposal and Work Schedule	2
Prevailing Wage Laws	3
Sensitive Areas	3
Evaluation of Qualifications	3
Contract and Payment	3
EXHIBIT A: FOREST HEALTH AND FIRE RESILIENCE SCOPE OF SERVICES	4
EXHIBIT B: COST PROPOSAL FORM	7
EXHIBIT C: SAMPLE CONTRACT	9
EXHIBIT D: INSURANCE REQUIREMENTS	14

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

Forest Health and Fire Resiliency Program Services

REQUEST FOR QUALIFICATIONS

Introduction

The San Mateo Resource Conservation District (RCD) is a local hub for conservation connecting people with the technical, financial, and educational assistance they need to conserve and manage natural resources. The RCD works across public and private landownerships, with partners including CAL FIRE, San Mateo County Parks, California State Parks, Girl Scouts of Northern California, Peninsula Open Space Trust, as well as several others within the broader Santa Cruz mountains. The RCD is seeking contractors to provide support with forest management, ecosystem restoration, and fuel reduction projects throughout San Mateo County. The goals of the RCD's Forest Health and Fire Resiliency Program as it relates to this RFQ include:

- Developing programmatic permits and streamlined permitting tools for forest health and fire resiliency.
- Providing technical assistance, outreach, and education to landowners to design, permit, and implement projects for forest health, fire resiliency, and vegetation management.
- Coordinating the county-wide Neighborhood Chipping Program to help homeowners and residents create and manage defensible space in partnership with Fire Safe San Mateo County, CAL FIRE, County Fire, and local community partners.
- Increasing the health and fire resiliency of forests and associated ecosystems through large-scale forest health and vegetation management projects across hundreds of acres on public and private lands.
- Assisting residents and landowners in post-fire recovery following the historic 2020 CZU Lightning Complex fires, and with future post-fire recovery needs.

Several project types are covered by this program, and the RCD is seeking multiple qualified Contractors (e.g. California Registered Professional Forester, Environmental Planner, Biologist) to support activities related to:

- Project planning and development of management plans, Prescribed Burn plans, Timber Harvest Plans, Notice of Emergency Timber Operations for Fuel Hazard Reduction, revegetation plans, Vegetation Management Plans, invasive species removal plans, pest/diseased tree removal plans, etc.
- Permitting (e.g. California Environmental Quality Act, Coastal Development Permits, County of San Mateo Significant Tree Removal Permit, avoidance and minimization measures, biological assessments, etc.)
- Support overseeing project implementation for fuel reduction, tree removal, revegetation, etc.
- Participation in the development of outreach materials and participation in outreach efforts with stakeholders.

Exhibit A outlines in more detail the types of work the RCD is engaged in, and Contractor proposals should speak to which ways they can support.

Contracting Entity: The RCD is the contracting entity and project manager on behalf of the landowner(s). 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.

Location

The project sites are located on public and private property throughout San Mateo County.

RFQ Submittals:

1. Qualification statement based on one or more services requested in the RFQ and Exhibit A
2. Exhibit B and cost rates, which shall include rates for all labor, equipment, and materials necessary to perform all work as described in the RFQ and Exhibit A. Labor costs shall be based on current prevailing wage rates where applicable (see section entitled “Wages” below).

Project Cost and Funding

Funding for the project is provided through multiple grants and funding agreements, which currently include San Mateo County, CAL FIRE, and the California Coastal Conservancy. The RCD may wish to utilize the contractor for other funds secured for the Forest Health and Wildfire Resiliency (FHFR) program or other RCD programs.

Documentation

Attached to this RFQ are copies of project and contract documents, including the following:

- Exhibit A: Forest Health and Fire Resiliency Program Activities Scope of Services
- Exhibit B: Cost Proposal Form
- Exhibit C: Sample Contract Template
- Exhibit D: Insurance Requirements

Proposal and Work Schedule

Date of announcement	[August 26, 2022]
Pre-bid Virtual Meeting (optional) - Questions and answers following the meeting will be posted online.	[September 12, 2022 @ 2:00 pm] https://us02web.zoom.us/j/83460339428?pwd=VnJ0U3RjQmZlK1BWVjZ0UEY5MndiQT09 Meeting ID: 834 6033 9428 Passcode: 804279 One tap mobile +16694449171,,83460339428# US +16699006833,,83460339428# US (San Jose)
Questions/Inquiries Accepted	[September 23, 2022]
Deadline for qualifications submittal	[September 28, 2022] Late proposal submissions will not be considered. Send submittals to david@sanmateoRCD.org
Notification of selection	[October 5, 2022]
Contract Date	TBD
Work Commence Date	TBD
Work Completion Date	TBD

Prevailing Wage Laws

Some of the work may be considered a public work or public improvement and would therefore be subject to prevailing wage and other requirements included in California Labor Code §1720 -1861. Contractors of the RCD, and any subcontractor working under the contractor, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the public work. Prevailing wage determinations can be found at the Department of Industrial Relations website.

All contractors and subcontractors who will perform any portion of public work must be registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of proposal on a specific scope of work.

Sensitive Areas

These projects often occur in environmentally sensitive areas. Contractors will 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.

Evaluation of Qualifications

The RCD will select contractors which are of the greatest advantage to the program and the RCD. RCD has the right to reject any and all consultants and add alternates. The RCD also has the right to select multiple consultants. RCD is not required to accept the consultants with the lowest rates.

Contract and Payment

Consultants selected from this RFQ, consultants may be invited to submit cost proposals based on unique scopes of work to be prepared by the RCD, potentially with support from consultants. Invoices shall be submitted to the RCD for work completed not less than quarterly, and no more than monthly. The RCD will not be required to pay the contractor until funds are received from the funding agency, which is normally between [45 and 120 days] from the approved pay request depending on when invoices are received. The RCD will invoice funders on a quarterly basis. However, the RCD may pay contractors in advance of reimbursement when able.

EXHIBIT A

Forest Health and Fire Resiliency Program Activities Scope of Services

The following describes program area activities of the Forest Health and Fire Resiliency work of the RCD. Specific projects and program areas within the RCD's Forest Health and Fire Resiliency Program. Consultants' Qualification Statement should speak to one or more of the areas they have expertise in where they could provide support to the RCD.

1. Forest Health and Fire Resiliency Program Areas and Projects

Wildfire Risk Reduction: Generally located in Wildland Urban Interface (WUI)-designated areas, wildfire risk reduction projects would primarily consist of strategic vegetation removal to prevent or slow the spread of non-wind-driven wildfire between structures and wildland. These fuel reduction projects include vegetation thinning, removing ladder fuels, implementation of shaded and non-shaded fuel breaks, and increasing defensible space. In strategic locations, fuel breaks remove flammable vegetation to slow wildfire spread, create a staging area for firefighting efforts, and provide ingress and egress during a wildfire incident. Fuel breaks result in zones of significantly less-dense vegetation, often in a linear layout and associated with an existing road or right-of-way. A shaded fuel break maintains a targeted level of tree cover while moderating surface fuels to limit a fire's ability to spread. Fuel break projects can be designed to protect WUI communities and environmentally sensitive habitats from extreme fire conditions. In some cases, shaded fuel breaks can also be designed to provide ecological benefits and improve the habitat's fire resiliency within the treatment area. Anticipated fuel breaks projects will require collaboration amongst multiple agencies, landowners, and stakeholders.

Forest Health and Ecological Restoration: In areas that have departed from their natural fire regime or exhibit otherwise impaired ecosystem conditions, ecological restoration projects will focus on restoring ecosystem processes and disturbance resilience. This will be accomplished by moderating uncharacteristic wildland fuel conditions to reflect historic or target vegetative composition, structure, and habitat value. These projects may include prescribed fire as well fire surrogates including manual (hand thinning) and mechanical (mastication) removal of vegetation. Although often focused on forested systems, these activities may also include grassland or shrubland restoration, by removing non-native or native trees and shrubs from encroached systems. Additionally, retaining and promoting the health of larger well-spaced trees in forest stands, while thinning younger trees and ladder fuels in denser stands to reduce fuel loads would be a common goal for the program. Work would primarily focus on protecting San Mateo County ecosystem health and integrity; however, many projects will also focus on restoring ecosystem health in areas that have already been heavily impacted. Throughout San Mateo County, Eucalyptus and other non-native species pose a considerable threat to both ecosystem health as well as wildfire risk. Future projects may focus on the large-scale removal of non-native vegetation with the goal of providing a competitive advantage for native plant species or promoting ecosystem resilience.

Example Project - La Honda Fuel Break Project: La Honda is an underserved community in the predominantly high-fire risk south coast region of San Mateo County. The Santa Cruz – San Mateo CWPP (Community Wildfire Protection Plan) has identified La Honda as a High Priority area for fire prevention work to protect the approximately 1000 residents,

recreational lands (county parks, open preserves, youth camps), community services (humane society, juvenile services), community assets, ranches, and businesses, which are tucked within the forested landscape of the Santa Cruz Mountains. The local CAL FIRE unit (CZU) has envisioned a strategic 19 mile (~100,000 feet) circular fuel break surrounding the community to support fire prevention. The San Mateo Resource Conservation District, working closely with the local unit, will serve as project lead to plan, design, permit, and implement the fuel break to protect the vulnerable community and surrounding areas from fire. The RCD has a successful history working with landowners in La Honda on multiple resource management projects including, but not limited to, fuel reduction. For this project, the RCD has brought together nearly 20 private and public landowners and land managers to complete the fuel break and has the strong support of the community, fire safe council, and government officials. The fuel break is expected to treat approximately 250 acres through the reduction of dense vegetation and removing ladder fuels such as small-diameter trees and shrubs. In the event of wildfire, this would provide safe access for fire engines and firefighting personnel, support the creation of fire-lines, and potentially slow the rate of spread of a wildfire and reduce fire intensity.

The RCD will seek support from one or more consultants to develop:

3. Biological Assessment with support from CAL FIRE, RCD field staff, or contracted biologists.
4. CEQA and California Coastal Act Compliance
5. Other permitting and project development support
6. Project implementation oversight including coordinating biological assessments, verifying permit compliance, and ensuring project specifications are being met by implementation contractors.

2. Project Planning and Administration

Consultant will work in tandem with RCD to coordinate project activities.

3. Implementation

Consultant will assist RCD as directed off and on-site to assist with overseeing project implementation as needed. This may include permit compliance oversight, directing implementation contractors, coordinating with contracted biological consultants, or communicating with local fire officials.

4. Compensation

- a. Consultants selected from this RFQ may be invited to submit cost proposals based on unique scopes of work to be prepared by the RCD, potentially with support from consultants.
- b. In the event the funding on which the above-described contract services relies is materially reduced or made unavailable, despite the party's understandings and expectations that no such disruptions will occur, this Agreement will terminate immediately upon notice of such funding disruption by RCD to CONTRACTOR.

5. Reporting

- Contractor will provide summary of activities to RCD when invoices are submitted, and when requested from the RCD.
- Contractor will provide invoice by the 5th of the month at the latest, following the end of the quarter.

Term of Agreement. Agreement terms will be unique to each scope of work and contract that is developed between the consultant and the RCD.

6. Qualifications

The below qualifications apply to the various tasks and activities listed above. Proposals should speak to as many of these qualifications as applicable.

- California Registered Professional Forester
- Participate in multi-stakeholder collaboration with RCD and partner organizations involved in each project, include in-person meetings or conference calls
- Communicate with Project Manager via phone or email. Be flexible with stakeholder requests.
- Be able to work independently and carry out prescription treatments.
- Experience with planning, permitting, and environmental documentation including Cal VTP PSAs, Timber Harvest Plans, Notice of Emergency Timber Operations for Fuel Hazard Reduction, revegetation, Vegetation Management Plans, invasive species removal plans, pest/diseased tree removal plans, California Environmental Quality Act, and Coastal Development Permits.
- Be able to work in steep terrain with no trail access to treatment sites.
- Be able to utilize PDF maps, KML, GPS, CalFlora, and other geolocational formats available.

EXHIBIT B
Cost Proposal Form

To: Board of Directors, San Mateo Resource Conservation District

We, the undersigned, having familiarized ourselves with this RFQ packet, and 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 the above work to its completion and to the satisfaction of the RCD for the rates for said work as indicated below.

We, the undersigned, understand that consultants who are selected from this RFQ, may be invited to submit cost proposals based on unique scopes of work to be prepared by the RCD, potentially with support from consultants.

1. Cost Proposal **(EXAMPLE FORM consultants may use alternative cost proposal formats)**

Item #	Description	Hourly Rate
1		
2		
3		
4		
5		
6		
7	Other costs (if any)	

I hereby certify that:

- A. All of the statements herein made by me are made on behalf of [company name]_____
- B. I have thoroughly examined the RFQ, appendices, contract documents and all other items bound herein;
- C. I have carefully prepared the Qualification Statement and 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 cost proposal form on the Company's behalf; and
- E. The statements herein are true and correct.

Signature _____ Date _____

By _____

Title _____

Certifications and licenses:

2. REFERENCES

List projects and contact information for use as reference or attach reference documentation.

PROJECT NAME _____

Brief description of project:

Date(s) constructed:

Reference (name & phone)

PROJECT NAME _____

Brief description of project:

Date constructed:

Reference (name & phone)

PROJECT NAME _____

Brief description of project

Date constructed:

Reference (name & phone)

PROJECT NAME _____

Brief description of project

**EXHIBIT C
SAMPLE CONTRACT**

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

THIS AGREEMENT ("Agreement"), made and entered into this ___ day of _____, 2022 is by and between the **SAN MATEO RESOURCE CONSERVATION DISTRICT**, a political subdivision of the State of California, hereinafter referred to as "**RCD**," and **CONTRACTOR**, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

WHEREAS, XXXX; and

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

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

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

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

1. Scope of Services

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

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

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

4. Compensation.

- a. In consideration of the services provided by CONTRACTOR in accordance with all applicable terms, conditions and specifications set forth in this Agreement and in Exhibit A, RCD agrees to pay CONTRACTOR an amount not to exceed AMOUNT AS TEXT, (\$xx.xx) for the successful and timely completion of the specified services. In no event shall RCD's total fiscal obligation under this Agreement exceed (AMOUNT AS TEXT (\$xx.xx)). In the event that RCD makes any advance payments, CONTRACTOR

agrees to refund any amounts in excess of the amount owed by RCD at the time of contract termination or expiration. CONTRACTOR is not entitled to payment for work not performed as required by this Agreement.

- b.** In the event that the funding on which the above described contract services relies is materially reduced or made unavailable, despite the parties' understandings and expectations that no such shortage of funding will occur, RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to CONTRACTOR as soon as is reasonably possible after RCD learns of said unavailability of outside funding.
- 5. Billing and Payment Procedure.** CONTRACTOR will submit requests for payment along with documentation acceptable to the RCD no more frequently than monthly and no less frequently than quarterly. RCD will issue payment to CONTRACTOR within 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 arising out of the CONTRACTOR'S negligence, recklessness, or willful misconduct under this Agreement, including all expenses of litigation and/or arbitration, court costs, and attorney's fees, arising on account of or in connection with injuries to or the death of any person whomsoever, in any and all damages to property, regardless of possession or ownership, which injuries, death or damages arose out of or incident to any acts, omissions, negligence or willful misconduct of CONTRACTOR, its officials, officers, employees, agents, subcontractors and subconsultants related to the work being directly performed by or for the CONTRACTOR under the scope of 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, or representatives and or suppliers, except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of the RCD.

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
Company

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

EXHIBIT D
Insurance Requirements

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. Business Automobile Liability Insurance-with coverage evidencing "any auto" and with limits of at least \$1,000,000 per occurrence.
 - c. Statutory Worker's Compensation Insurance and Employer's Liability Insurance coverage: \$1,000,000

2. Contractors Liability Insurance Policy shall contain the following clauses:
 - a. RCD and MROSD 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 and MROSD, 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.

Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant shall be provided if required under the California Labor Code.

Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain Commercial General and Business Automobile Liability insurance for the period covered by this Agreement in an amount not less than the amount set forth in this Exhibit B, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of hired, owned and non-owned automobiles. Coverage shall be at least as broad as the latest edition of the Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto). No endorsement shall be attached limiting the coverage.

- a. A policy endorsement must be delivered to District demonstrating that District, its officers, employees, agents, and volunteers are to be covered as insured as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
- c. An endorsement must state that coverage is primary insurance and that no other insurance affected by the District will be called upon to contribute to a loss under the coverage.
- d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.
- e. Insurance is to be placed with California-admitted insurers.

Deductibles and Self-Insured Retentions. Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Any self-insured retention or deductible is subject to approval of District. During the period covered by this Agreement, upon express written authorization of District Legal Counsel, Consultant may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The District Legal Counsel may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Notice of Reduction in Coverage. In the event that any coverage required under the Agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to District at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

Remedies. In addition to any other remedies District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option:

Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;

Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies District may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsement.