

REQUEST FOR QUALIFICATIONS

Integrated Watershed Restoration Program Services

Sponsored by the
SAN MATEO RESOURCE CONSERVATION DISTRICT

November 3, 2022

Request for Qualifications
Integrated Watershed Restoration

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Published by the authority of:
San Mateo RCD Board of Directors
80 Stone Pine Rd, Suite 100
Half Moon Bay, CA 94019
(650) 712-7765

REQUEST FOR QUALIFICATIONS

Integrated Watershed Restoration

Introduction

The San Mateo Resource Conservation District (RCD) seeks contractors to support restoration, water conservation and security, erosion control, assessment and upgrades to rural roads, and other conservation efforts throughout San Mateo County. Project types may include restoring fish passage by removing barriers; wetland restoration; creek enhancement such as floodplain restoration or large wood installation; vegetation management; upgrades to domestic water supplies; building and improving ponds and storage tanks to enhance streamflow for wildlife and improve water security for users such as farmers, communities, and public parks; rural road assessment and upgrades; repairs to or construction of culverts and road crossings; gully and landslide repair; and others.

The RCD seeks qualified contractors to support various activities related to these projects including:

- Project planning and development (habitat assessments, initial site investigations, mapping, cultural resource assessments, etc.)
- Technical surveys (e.g. topographic, hydrologic, hydraulic, geomorphic, etc.)
- Designs (concept to 100%; engineering, geotechnical, civil, etc.)
- Grant and proposal writing support
- Permitting and environmental compliance (e.g. CEQA, Coastal Development Permits, CDFW Lake and Streambed Alteration Agreements, USACE 404 authorizations, RWQCB 401 certifications, avoidance and minimization measures, biological assessments, cultural resources, etc.)
- Implementation oversight support (e.g. biological and cultural resource monitoring, construction oversight, wage/labor compliance, etc.)

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.

Notice of Grant Funding: Applicants are notified that projects are funded by multiple grants and funding agreements. The RCD will not be required to pay the contractor until funds are received from the funding agency, which is normally between 90 and 120 days from the approved pay request depending on when invoices are received. The RCD invoices funders on a quarterly basis.

Location

Project sites are located on private and public property throughout San Mateo County, and may include, but are not limited to the following watersheds: San Pedro, Pilarcitos, San Gregorio, Pescadero-Butano, Tunitas, Gazos.

RFQ Submittals

1. Qualification statement based on one or more services requested in the RFQ and Exhibit A.
2. Cost rates (Exhibit B), which shall include rates for all labor, equipment, and materials necessary to perform one or more services 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).
3. References (Exhibit C).

Project Cost and Funding

Funding for the projects is through multiple grants and funding agreements. The RCD may wish to utilize the contractor(s) for other funds secured for this or other RCD programs. The estimated funding for consulting services through December 31, 2025 (first three years of the total five-year term) is at least \$900,000. There is a possibility for additional funding and extended timeline.

Documentation

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

- Exhibit A: Scope of Services
- Exhibit B: Cost Proposal Form
- Exhibit C: References
- Exhibit D: Sample Contract Template
- Exhibit E: Insurance Requirements

Proposal and Work Schedule

Date of Announcement	November 2, 2022
Pre-Submittal Virtual Meeting (optional)	<p data-bbox="581 1192 1490 1224">November 15, 2022 at 2:00 pm</p> <p data-bbox="581 1266 1490 1402">This is an <u>optional</u> meeting which will allow prospective consultants to ask questions regarding the request for qualifications, the program areas, subsequent projects, and other inquiries. Questions and answers will be posted on the RCD website following the meeting.</p> <p data-bbox="581 1444 1490 1507">The Pre-Submittal Meeting will be held virtually on Zoom. Join via link or phone number below.</p> <p data-bbox="581 1549 1490 1612">https://us02web.zoom.us/j/86314445419?pwd=T0R1WnJLQllxZ2tHcDNJbkJCK2RHZz09</p> <p data-bbox="581 1654 1490 1686">Meeting ID: 863 1444 5419</p> <p data-bbox="581 1696 1490 1728">Passcode: 498803</p> <p data-bbox="581 1738 1490 1770">One tap mobile</p> <p data-bbox="581 1780 1490 1812">+16699006833,,86314445419# US (San Jose)</p> <p data-bbox="581 1812 1490 1831">+16694449171,,86314445419# US</p>

Questions/Inquiries Accepted	November 28, 2022
Deadline for Qualifications Submittal	December 2, 2022 at 5:00 pm Send qualifications to via email to amy@sanmateoRCD.org Late proposal submissions will not be considered.
Anticipated Notification of Selection	December 16, 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 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 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.

Evaluation of Qualifications and Selection

Contractors will be evaluated based on their qualifications statement, cost proposal, and references. The RCD will approve the contractors which meet the qualifications for one or more of the services. There is no limit to the number of contractors approved through this RFQ. Approved contractors will be considered qualified and eligible for contracts to support integrated watershed restoration projects. Approval does not guarantee work or a contract. For any given scope of work, the RCD may select a contractor approved through this RFQ which is of the greatest advantage to the project and the RCD. The RCD has the right to reject any and all contractors and add alternates. The RCD also has the right to select multiple contractors. The RCD is not required to accept the professional services contractors with the lowest rates. The term for approved contractors through this RFQ is December 31, 2027.

Contract and Payment

Contractors 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. Invoices shall be submitted to the RCD for work completed not less than quarterly, and no more than monthly. The RCD will invoice funders on a quarterly basis.

EXHIBIT A
Scope of Services
Integrated Watershed Restoration

1. Program Areas and Projects

Resource Conservation Districts across California serve as local hubs for conservation, connecting people with the technical, financial, and educational assistance they need to conserve and manage natural resources. RCDs help landowners, land managers, government agencies, and others to voluntarily protect, restore, and enhance natural resources on private and public lands.

The San Mateo Resource Conservation District, or RCD, is an important partner in San Mateo County's stewardship efforts. The RCD works directly with landowners and other constituents to ensure the resilience and health of water resources, soils, wildlife habitat, and beyond. We coordinate assistance from all available sources — public and private, local, state, and federal — to develop locally-driven solutions to natural resource concerns.

The RCD is seeking contractors to support work related to wildlife habitat, water conservation, water security, erosion control, rural roads, and other conservation efforts throughout San Mateo County. The following section describes program area activities of the Habitat Enhancement; Water for Farms, Fish and People; and Sediment/Rural Roads work of the RCD. Consultants' Qualification Statement should speak to one or more of the areas in which they have expertise and could provide support to the RCD.

Habitat Enhancement

The RCD's habitat enhancement efforts improve our local water and landscapes for people and wildlife. This work includes vegetation management, wetland restoration, riparian and creek habitat enhancement, removal of fish migration barriers, and more. These projects restore ecological function and are multi-benefit for both animal and human communities. Target species often include species at risk of extinction, such as coho salmon, steelhead, California red-legged frog, San Francisco garter snake, mission blue butterfly and other pollinators, and other species of special concern.

Example habitat enhancement projects include installation of natural habitat features like large woody debris in local creeks to create complexity for fish; removal of a culvert posing a fish migration barrier and replacement with a free-span bridge; floodplain restoration and reconnection; riparian, wetland, grassland, or coastal prairie restoration; and others.

Water for Farms, Fish and People

The lives of San Mateo County's South Coast farms, fish, and people depend upon the same precious local water resources. During the long summer dry season, when water is needed the most by local communities and wildlife is also when our streams are at their lowest. Flexibility is key. Farmers and communities must adapt to seasonal fluctuations, but also to the uncertainty of what our future holds under a changing climate. The RCD helps people conserve, strategically manage, and store water. But most importantly, we understand the art and the science of balancing water needs so that people and wildlife both have enough. Our Water for Farms, Fish and People program is at the nexus of how new water technologies and traditional practices can come together to create water security for all three.

Example water conservation projects include upgrading domestic water systems for parks or community water systems; building or improving ponds for agricultural water storage; upgrading agricultural water systems; building water tanks for domestic storage and use during the dry season; and more.

Sediment/Rural Roads

For many rural landowners and parks and open space managers in coastal San Mateo County, erosion and washouts of unpaved roads disrupt access and lead to costly repairs and annual maintenance. Additionally, the soil erosion and runoff from these roads pollute streams with excess sediment causing damage to habitat for fish and other wildlife, and increase flooding issues downstream. The RCD helps landowners and managers address these erosion issues to preserve safe access and benefit natural resources. These efforts have included conducting assessments of roads and other erosion (e.g., gullies), developing and implementing projects to improve roads, and assisting landowners and managers with proper maintenance of rural roads and sedimentation reducing practices.

Example sediment/rural roads projects include upgrading rural roads to increase longevity, reduce erosion, and manage sediment; removal or replacement of culverts and bridges; repairing gullies; and more.

The RCD seeks qualified contractors to support various activities related to these programs including:

- Project planning and development (habitat assessments, initial site investigations, mapping, cultural resource assessments, etc.)
- Technical surveys (e.g. topographic, hydrologic, hydraulic, geomorphic, etc.)
- Designs (concept to 100%; engineering, geotechnical, civil, etc.)
- Grant and proposal writing support
- Permitting and environmental compliance (e.g. CEQA, Coastal Development Permits, CDFW Lake and Streambed Alteration Agreements, USACE 404 authorizations, RWQCB 401 certifications, avoidance and minimization measures, biological assessments, cultural resources, etc.)
- Implementation oversight support (e.g. biological and cultural resource monitoring, construction oversight, wage/labor compliance, etc.)

2. Project Planning and Administration

Consultant will work with the RCD to coordinate project activities.

3. Implementation

Consultant will assist the RCD as directed off and on-site to oversee project implementation as needed. This may include permit compliance oversight, directing implementation contractors, and other activities as needed.

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, any Agreement would terminate immediately upon notice of such funding disruption by RCD to CONTRACTOR.

5. Reporting

Contractor will provide a summary of activities to RCD when invoices are submitted, and when requested from the RCD. Contractor will provide quarterly invoices.

6. Term of Agreement.

Agreement terms will be unique to each scope of work and contract that is developed between the consultant and the RCD. Approval of contractors selected through this RFQ shall expire on December 31, 2027.

7. Qualifications

The below qualifications apply to the various tasks and activities listed above. Only qualifications relating to the task(s) included in qualification response are required to be met.

- Permitting: experience with planning, permitting, and environmental regulations and documentation including California Environmental Quality Act, Coastal Development Permits, CDFW Permits, Army Corps Permits, etc.
- Biological monitoring: experience with special-status species life cycle, identification, and protective measures. Experience enforcing permit requirements.
- Ability to work independently in the field, across various terrain with no trail access.
- Labor compliance: extensive knowledge of wage and labor compliance requirements. Ability to work with contractors to ensure compliance and work toward corrective measures if needed.
- Experience with planning and implementation of sediment reduction and erosion control projects for rural roads, landslides and gullies in Santa Cruz Mountains and coastal San Mateo County, including familiarity with standard permit conditions/regulatory requirements as well as the application of CA Forest Practice Rules for unpaved roads in the coast region.
- Civil Engineering, Geology, Environmental Engineering or related degree and experience.
- Experience with Natural Resource Conservation Service standards and practices, CA Salmonid Stream Habitat Restoration Manual, and other relevant guidelines as they pertain to rural roads, landslides, and gullies.
- Experience working in sensitive habitats.
- Demonstrated ability to write clear, concise reports; and strong interpersonal and communication skills.
- Experience working on grant funded programs.
- Experience designing projects with multiple stakeholders and input from technical advisory committees.
- Experience successfully working to meet the needs of landowners.
- Familiarity with RCDs.
- Participate in multi-stakeholder collaboration with the RCD and partner organizations involved in each project, including in-person meetings or conference calls.
- Communicate with Project Manager via phone and email. Be flexible with stakeholder requests.

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 a task or tasks as 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). Personnel hourly rates and other applicable rate sheets are acceptable.**

Item	Description	Rate

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 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 cost proposal form on the Company's behalf; and
- E. The statements herein are true and correct.

Signature _____ Date _____

By _____

Title _____

Certifications and licenses:

EXHIBIT C
References

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 D
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 greater than AMOUNT AS TEXT, (\$xx.xx), hereinafter referred to as "**SCOPE AGREEMENT AMOUNT**", 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) hereinafter referred to as **"NOT TO EXCEED AMOUNT"**. 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.

A.

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.

B.

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.

C.

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.

D.

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 E
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. Automobile Liability: \$1,000,000 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.