



REQUEST FOR BIDS

La Honda Fuel Break Project

Sponsored by the
SAN MATEO RESOURCE CONSERVATION DISTRICT

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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 and CAL FIRE Insurance Requirements

EXHIBIT F: Certificate of Compliance

EXHIBIT G: Billing Instructions for Contractors

EXHIBIT H: Best Management Practices for Construction

EXHIBIT I: Treatment Type Maps

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Bid Completion Checklist
La Honda Fuel Break Project

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

- Signed and completed copy of all sections of EXHIBIT B: Cost Proposal
 - Bid Schedule
 - Subcontractors
 - References
- Signed and completed copy of EXHIBIT G: Certificate of Compliance.

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

La Honda Fuel Break Project

1. Introduction

The San Mateo Resource Conservation District (RCD) is implementing the La Honda Fuel Break Project (Project) in the south coast region of San Mateo County (Figures 1 and 2). This project has been created in close partnership with the local California Department of Forestry and Fire Protection (CAL FIRE) unit. The local Community Wildfire Protection Plan (CWPP) has identified the Project as a high priority for fire prevention work. The RCD is the lead agency and will work closely with other partners such as the Santa Cruz Mountains Stewardship Network, San Mateo County Parks, Midpeninsula Regional Open Space District (MROSD), and Fire Safe San Mateo County to achieve the Project's goal of creating a fuel break surrounding the community of La Honda. Treatment will occur on approximately 661 acres throughout the duration of Project implementation. Approximately 230 acres are prioritized for treatment under this phase of the Project.

The purpose of these treatments is to reduce fuel loads and maintain them at more natural levels. In the event of a wildfire, the implemented Project will provide safe access for fire engines and firefighting personnel, support the creation of fire lines, and potentially slow the spread of fire and lower its intensity. The Project follows a route throughout the landscape that supports a strategic approach to wildfires specific to the local topography and fuel load (Figure 2). The Project footprint is mostly comprised of valleys and a few ridges, and is characterized by annual grasslands, coastal oak woodland, coastal scrub, montane hardwood-conifer, chamise-redshank chaparral, urban, lacustrine, and redwood forest. Slopes range between 5 and 100 percent grade, often with an exposed lithic layer within grasslands and a deep layer of leaf duff under the canopy.

RCD seeks qualified contractors (Contractor) to implement wildland-urban interface (WUI) fuel reduction, fuel break creation, and herbicide application (spot treatment). Mechanical mastication and manual thinning work will be utilized to treat understory vegetation; dead or downed material; hazard trees; dead, dying, and diseased trees; and live trees up to 8 inches in 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 treat dead, dying, and diseased trees of any diameter, as well as live trees up to 8 inches DBH. Work will be completed with minimal disturbance to the ground and remaining vegetation.

Contracting Entity: The RCD is the contracting entity and Project Manager on behalf of the more than 20 different landowners, both public and private. 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 (CAL FIRE grant). The RCD will 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 will be implemented on public and private lands surrounding the community of La Honda. La Honda is an underserved community of approximately 979 residents located in the high fire risk south coast region of San Mateo County. There are approximately 600 homes and structures within the community and surrounding areas, including 250 homes in the largest residential community in the area, known as the Cuesta La Honda Guild (CLHG). La Honda is less than 5 miles outside of the perimeter of the CZU Lightning Complex (2020) burn scar. The surrounding lands and residential communities consist of mixed vegetation, including coastal redwood, Douglas-fir, oak, chaparral, and grassy hillsides that are largely overgrown.

From Junipero Serra Freeway/Highway 280 heading south, the area can be accessed via the Woodside Road exit, heading west on La Honda Road. The community and the bulk of the work areas are located at the intersection of La Honda Road and Pescadero Creek Road, in southern San Mateo County (Figure 1). Individual access points and street addresses for work sites vary.

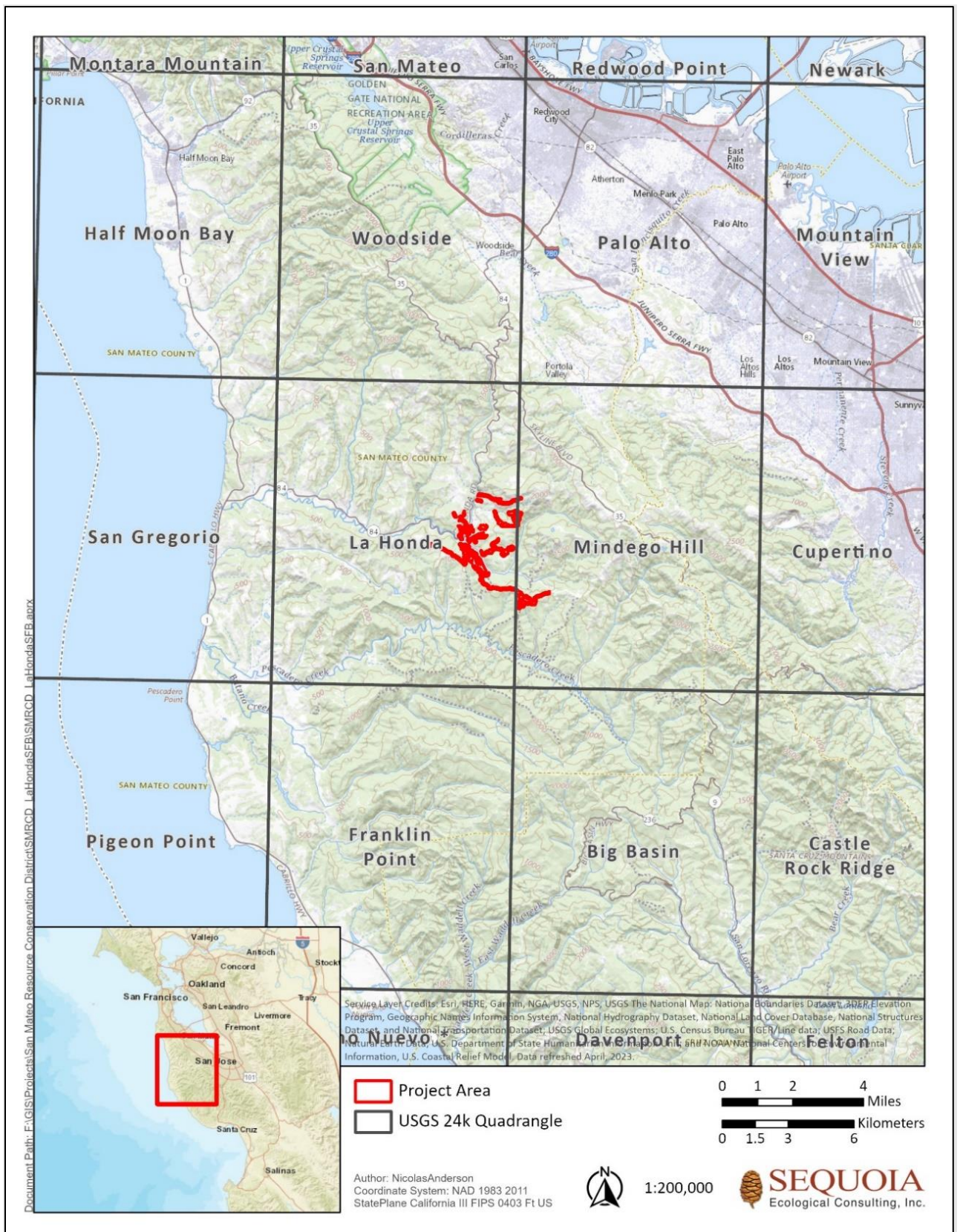


Figure 1. Location.

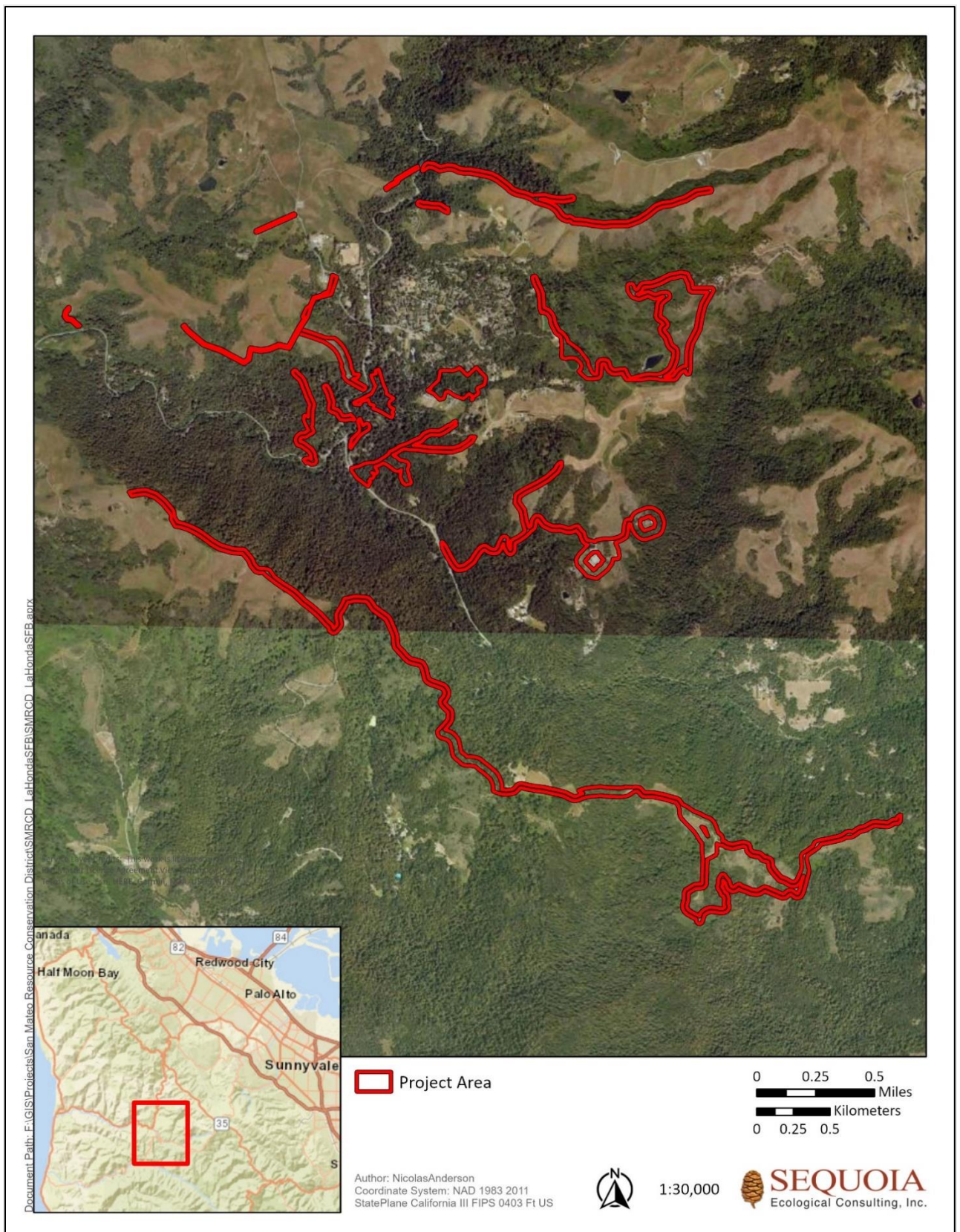


Figure 2. Project Site(s) Detail.

3. Plans and Work Sites

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

- A. Attended the mandatory bid walk 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; and
- C. Thoroughly examined and understood 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.

- o Subcontracts are allowable for specialized work. Subcontractors are subject to approval by the RCD and should be identified on the Cost Proposal form.
- o 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

This project is funded by a CAL FIRE Fire Prevention Grant awarded to the San Mateo RCD in Fall 2022.

The Registered Professional Forester’s cost estimate for the project is \$1,250,000 to \$1,500,000.

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 and CAL FIRE Insurance Requirements
- EXHIBIT F: Certificate of Compliance
- EXHIBIT G: Billing Instructions for Contractors
- EXHIBIT H: Best Management Practices for Construction

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.

7. Proposal and Work Schedule – to begin work on June 3, 2024

Date of Announcement	April 8th, 2024 (Monday)
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RSVP for Bid Tour (Due to limited access to project site, RSVPs are required)	<p>April 22nd, 2024 (Monday) by 5:00pm</p> <p>The bid tour is mandatory. All interested contractors MUST RSVP for the bid tour.</p> <p>RSVP via email to fire@sanmateorcd.org</p> <p>* A determination on acceptable vehicles for the bid tour as well as location and details for the tour will be distributed to contractors who RSVP.</p>
Bid Tour (Mandatory)	April 24th, 2024 (Wednesday) at 10:00AM
Questions/Inquiries Accepted	<p>May 6th, 2024 (Monday) at 5:00 PM</p> <p>Questions can be submitted to fire@sanmateorcd.org</p>
Deadline for Proposal Submissions	<p>Proposals may be submitted digitally. Late proposal submissions will not be considered.</p> <p><u>Digital Submissions:</u></p> <p><i>Digital proposal submissions must be emailed by 5:00 p.m. on May 9th, 2024 (Thursday).</i></p> <p>Email submissions to:</p> <p>fire@sanmateorcd.org</p> <p><i>*Please include "La Honda Fuel Break RFB" in the subject line of your email.</i></p> <p>Bid submissions will not be opened until the bid opening date. The RCD will do its best to provide reasonable accommodation for bidders.</p> <p>Note – email file size limit is 10 MB; if over this size, please provide link to file or use multiple emails if necessary.</p>
Public Opening of Bids	<p>May 10th, 2024 (Friday) at 9:00am</p> <p>Email fire@sanmateorcd.org to obtain Zoom meeting information.</p>
RCD Board Approval of Award	May 16, 2024 (Thursday)
Notification of Award	May 17, 2024 (Friday)
Anticipated Contract Date	May 24, 2024 (Friday)

Anticipated Work Commence Date (with the following conditions): <ul style="list-style-type: none"> - 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 	June 3, 2024 (Monday)
Work Completion Date	December 31, 2025 (Wednesday)

8. Prevailing Wage Laws

On September 28, 2022, Governor Gavin Newsom vetoed Assembly Bill 1717, which would have expanded the definition of “public work” for the purpose of the payment of prevailing wages to include fuel reduction work paid for in whole or in part by public funds performed as part of a fire mitigation project. Therefore, it is our understanding that this project is not subject to prevailing wage.

9. Registration Pursuant to Labor Code Section 1725.5

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

10. Permits

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

11. Inspections

All work performed on this project shall be subject to regular inspections. The Contractor shall not cover up any work prior to these inspections. It is the Contractor’s responsibility to contact the Project Manager to conduct the required inspections. Inspections shall occur during construction and at job completion.

12. Sensitive Areas

The Project site(s) are in environmentally sensitive areas. The 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. See EXHIBIT I: Best Management Practices for Construction.

13. Licenses

To submit a bid on this contract, a valid Contractor’s License issued by the Contractor’s State License Board (CSLB) is required. RCD will determine what constitutes an appropriate CSLB license type for the work. A valid Qualified Applicator Certificate or License (QAC or QAL),

issued by the California Department of Pesticide Regulation (CDPR), is required to conduct herbicide applications on this project.

14. Safety Plan

A written safety plan shall be submitted to RCD by the successful bidder prior to the start of construction activities.

15. Evaluation of Bids

The RCD 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. The Contractor Questionnaire (EXHIBIT C) will help inform all bid proposals. **The RCD is not required to accept the low bid.**

16. Contract and Payment

A lump sum contract will be awarded to the successful bidder for all work described in EXHIBIT A and the Scope of Work. Submission of invoice for lump sum payment to the Contractor may be made following completion of work and final inspection, or progress invoices may be submitted for payment in accordance with the provisions described in 5(B) of the attached sample contract (EXHIBIT E).

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)

EXHIBIT A
Project Plans and Specifications
La Honda Fuel Break Project

Project Background:

The community of La Honda is in the predominantly high fire risk south coast region of San Mateo County. The local Community Wildfire Protection Plan has identified it as a high priority area for fire prevention work to protect the approximately 1,000 residents, recreational lands (county parks, open preserves, youth camps), community services (humane society, juvenile services), community assets, ranches, and businesses, that are within the forested landscape of the Santa Cruz Mountains.

This Project was envisioned in collaboration with CAL FIRE and includes a fuel break surrounding the community of La Honda. The objective is to reduce dense vegetation and remove ladder fuels (fuel that can carry fire from the ground into the tree canopy, like a ladder), such as small-diameter trees and brush. In the event of a wildfire, this will provide safe access for fire engines and firefighting personnel, support the creation of fire lines, and potentially slow the spread and lower the intensity of fires.

Environmental Compliance for the Project was achieved through a Project Specific Analysis (PSA) and Addendum, under the California Vegetation Treatment Program Programmatic Environmental Impact Report (CalVTP PEIR). The PSA/Addendum approved a total of 661 acres, of which 230 acres will be implemented under this contract. The CalVTP permitting mechanism establishes a set of Standard Project Requirements (SPRs) and Mitigation Measures (MMs) that implementing agencies, including contractors, are responsible for following. SPRs were considered and built into the *Operational Specifications* listed below.

Work will be conducted between **May 2024 and December 2025**.

Project Site and Location:

The Project will be implemented on public and private lands surrounding the community of La Honda. There are approximately 600 homes and structures within the community and surrounding areas, including 250 homes in the largest residential community in the area, known as the Cuesta La Honda Guild (CLHG).

Treatment areas will be accessed via existing fire roads and trails. No new roads will be created without RCD coordination and approval. Private properties will be used as access points, contingent upon landowner consent. Vehicles and equipment will be staged at the Contractor's yard daily or on-site with landowner and RCD consent. Throughout the course of Project implementation, the RCD will maintain road integrity, including maintaining drainage features. Garbage and construction debris will be regularly removed from the work site.

Project Treatments:

Project treatments will reduce wildfire fuels in a deliberate manner designed to minimize environmental impacts to wildlife and protected plants consistent with the CalVTP PEIR.

The overarching treatment approach will follow these basic guidelines:

- Class I, II, and III watercourses will be protected by a year-round equipment exclusion zone (EEZ) as designated and flagged by the RCD or designated representative dependent on slope, access, and treatment priorities.
- Biomass disposal methods will avoid watercourses, including cut and chipped vegetation and pile burning.
- Removal of invasive plants and dead woody material will be prioritized before removing live native vegetation.
- Hazardous trees (e.g., dead or dying trees) identified by a qualified professional will be removed.
- Equipment used for mechanical treatment will avoid operating on slopes greater than 50 percent grade.
- No cleared timber or other forest products will be removed for commercial purposes.
- All treatment activities and biomass distribution will avoid riparian habitat by a standard minimum buffer of 50 feet. Buffer size will increase if a qualified biologist or Registered Professional Forester (RPF) recommends this based on factors such as slope, existing erosion, sensitivity of vegetative habitat, or presence of sensitive resources.

Manual treatment areas are located around sensitive infrastructure, sensitive ecosystems, or strategic ridgelines with access to trails or roads, and in proximity to mechanized treatment areas. Treatments are strategic removal of vegetation to prevent or slow the spread of non-wind-driven wildfire between structures and wildlands. In areas where wildland and manufactured structures overlap, higher intensity fuel reduction typical of defensible space will occur within 100 to 150 feet of manufactured structures, as determined by fire professionals, and based on site conditions. Beyond 100 to 150 feet from manufactured structures, vegetation treatments will be implemented with lower intensity. Fuel reduction will focus primarily on removal of invasive plants, noxious weeds, fire hazardous vegetation, and dead and dying vegetation, as well as limbing up of trees.

Mechanical Treatment

Mechanical treatments will include mowing, mastication, chipping, and broadcasting target vegetation above ground surface, with particular care to minimize ground disturbance. A variety of equipment, including, but not limited to, mowers, masticators, and track chippers, will be used as appropriate. Mechanical treatment activities will occur on slopes below 40 percent grade and along ridges, and may occur on slopes greater than 40 percent grade with equipment that can reach target vegetation from existing road infrastructure or another stable operating surface. No mechanical treatment will occur on slopes above 50 percent grade unless the above conditions are met.

Mechanical treatments will be limited to cutting or chopping above-ground vegetation with the intention of keeping masticating heads out of duff layers and minimizing direct disturbance to subsurface soil layers, allowing intact root systems to resprout. Mechanical activities will cut, crush/compact, or chop standing and downed vegetation using masticators and other methods. Small-diameter trees (8 inches or less DBH), downed woody debris, and woody shrubs will be strategically masticated to increase tree spacing and reduce fire fuel loads. Native understory vegetation, brush, and shrubs under the drip lines of trees will be cut and masticated, leaving root systems intact for resprouting. Mechanical treatments will avoid state or federally jurisdictional waters and riparian habitat by a minimum of 50 feet.

Manual Treatment

Ground crews will use hand tools and hand-operated power tools, including, but not limited to, chainsaws, hand saws, pole saws, McLeods, Pulaskis, weed pullers, brush cutters, and loppers. Manual treatments will cut, clear, and/or prune trees, herbaceous vegetation, and woody shrubs to increase space between trees. Manual treatments will be used to treat dead, dying, and diseased trees. Manual treatments may occur on slopes greater than 40 percent grade or where mechanical treatments are infeasible. Herbicides may be used in conjunction with manual treatments to prevent the spread and resprouting of invasive plant species within the treatment areas, along roads, and in other high-traffic areas. Manual treatment activities will avoid riparian habitat by a minimum of 50 feet, and state or federally jurisdictional waters by a minimum of 50 feet from the ordinary high water mark.

Herbicide Application

Herbicides will be used strategically to supplement other treatment methods to prevent the spread and resprouting of invasive species within the treatment areas and along roads. Effective herbicides identified by the California Invasive Plant Council and US Department of Agriculture that are consistent with those described in the CalVTP PEIR will be applied. On-the-ground application methods will include painting cut stems or stumps and using backpack sprayers or hand applicators to target specific invasive plants; no aerial spraying, broadcast spraying, or spraying from trucks will occur. No herbicide treatment will occur within 50 feet of aquatic habitat.

Herbicide application will comply with the US Environmental Protection Agency label directions and both California Environmental Protection Agency and California Department of Pesticide Regulation label standards. All herbicide application will be performed or supervised by certified and licensed pesticide applicators in accordance with all local, state, and federal regulations. Herbicide application will not take place within 24 hours of a rain event.

Operational Specifications:

The following specifications will act as the requirements for the Contractor to operate safely and efficiently while protecting and conserving sensitive resources. These specifications were written to incorporate SPRs required by the CalVTP PSA/Addendum, which satisfies California Environmental Quality Act compliance for this project.

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 RCD, partner agencies, supervised designees, adjacent landowners, and/or the public. Contractor shall provide the full name, phone number and email address of this person prior to work starting.
2. Operations may occur during daylight hours from 7:00 a.m. to 6:00 p.m., Monday through Friday. No operations will occur on holidays. Consideration will be given to weekend operations based upon project progression. Consideration will also be given to beginning operations at 6:00 a.m. should daylight and weather conditions warrant.

3. Operations are expected to occur from May 1 – October 15. Operations may occur outside of this window with RCD approval, 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 requirements under **Operations from October 15 – May 1, Watercourse Protections, Waterbreaks, and Wildlife Protection Avoidance Measures** can be met.
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.
7. Any appurtenant seasonal roads and staging areas shall be filmed ahead of active operations by RCD 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 to clean up a spill, including highly absorbent towels, pads, and at least six (6) 3-inch x 10-foot-long spill absorbent socks
9. Prior to beginning operations, RCD 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. RCD and their supervised designee shall flag two (2) 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 RCD to identify the Contractor’s 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 \$152.99 per year subscription to *Avenza*).
 - b. RCD or their supervised designee will field-verify the completion of these areas indicated by Contractor’s exported shapefiles.

- c. 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 of RCD or their supervised designee that checks the following for daily operations:
- a. Names of Contractor’s daily on-site operational personnel and equipment. Equipment with Hobbs hour meters will log daily meter readings.
 - b. Inspections around the equipment and staging area for any wildlife that may have decided to occupy the area, particularly California red-legged frog (CRF). If any CRF are found, operations at the location must stop and RCD or their supervised designee must be notified immediately. Contractor will not harm, harass, or injure CRF.
 - c. Inspections for any equipment leaks.
 - d. Ensure all water tanks for fire suppression are full.
 - e. Confirm that nesting bird, bat roost, and other necessary surveys are completed for the treatment areas proposed for operations that day if operating from February 1 to August 31.
 - f. Record wind speed and relative humidity measurements at the beginning of operations, 12:00 p.m., and at the conclusion of operations each day.
13. Contractors will provide a Pest Control Recommendation and all label information, safety data sheets, and a proposed Spill Response Plan prior to any herbicide operations on-site(s). RCD and supervised designee will review the Spill Response Plan prior to implementation.
14. Mechanized operations will cease when the following precipitation thresholds are met, per CRF avoidance measures:

California Red-legged Frog Precipitation Shut Down Periods for Mechanized Operations	
Precipitation Amount	Shut down period
≥ .20 inch - 1 inch	24 hours
1 inch - 2 inches	48 hours
≥ 2 inches	72 Hours
* Handwork W/O track chippers may continue	

15. Mechanized equipment operations shall not occur if, from 6:00 a.m. to 6:00 p.m. the day prior to proposed operations, there is a National Weather Service (NWS) forecast average of rain 30 percent or greater for the day of proposed operations.
16. Typical work areas are brush, and forest, often away from roads and on steep terrain, and with target species densities ranging from 1% to 100% absolute cover. Poison oak, stinging nettle, stinging and biting insects are abundant. Access is via unpaved roads and trails. Contractor shall also access remote locations without paved roads. Some treatment sites shall require walking to site.
- a. All vehicles used on the Project site shall be covered by company insurance; shall be in good functioning order; shall have functional 4-wheel

drive with adequate clearance for off road use; and tires shall have minimum 3/32" tread. All occupants shall wear seat belts. Contractor shall operate vehicles at appropriate speeds within the preserves:

- b. 15 mph maximum;
- c. 5 mph when passing pedestrians, bicycles, or horses;
- d. When parking within any partners land, contractor must allow enough room for emergency vehicle access at all time;
- e. Contractor shall have safety plans in place for heat illness, medical emergencies or injuries, and working adjacent to roads; and
- f. Contractor shall have the ability to communicate from remote locations in case of medical or fire emergencies.
- g. All contractors must wear safety vests while on partners lands, including while in vehicles.
- h. All vehicles must display prominent markings identifying it as a contractor vehicle.

17. Contractor licenses required

- a. C-27 – Landscaping Contractor; or
- b. D-49 – Tree Maintenance
- c. Or be a Licensed Timber Operator (LTO)

18. Special Treatment Zones and Equipment Exclusion Zones/Flagging and Treatment

- a. Special Treatment Zones (STZs). Areas flagged with orange/white striped flagging labeled "Special Treatment Zone" will require consultation with RCD, or their designated on-site representative, before conducting any work in proximity to these zones.
- b. Equipment Exclusion Zones (EEZs). Areas flagged with yellow and white striped flagging labeled "Equipment Exclusion Zone" restricts heavy equipment and track chippers from entering these zones except at designated sites flagged to cross a watercourse represented by a strip of white flagging and a strip of pink flagging placed together.

General Treatment Specifications:

The following section outlines the specific treatment prescriptions.

The prescription within tree fuel-dominated areas will follow these guidelines:

- Retain healthy hardwoods and conifers greater than 8 inches DBH with appropriate canopy spacing.
- Strategically retain native trees, shrubs, herbaceous plants, grasses, and downed woody debris on the forest floor while reducing fuel connectivity.
- Strategically remove and thin understory trees as well as dead and dying trees to achieve separation between the ground and the tree canopy.
- Dead, dying, and diseased trees will be prioritized for removal; those with potential to contribute to the natural forest process will be retained.
- Healthy trees less than 8 inches DBH will be removed to achieve spacing of 10-20 feet apart, as feasible, prioritizing those that do not contribute to canopy development.
- Remaining stumps will be cut flat at no more than 6 inches above the ground.
- For all trees, lower tree limbs will be pruned up to 15 feet, retaining 50 percent of the live crown of the tree; for trees less than 24 feet in height, the lower one-third of tree

branches less than 3 inches diameter will be removed, retaining 50 percent of the live crown.

Project site treatment type maps can be found in Exhibit I. The following table shows *estimated* Treatment Acreage Breakdown by Treatment Type:

Treatment Type	Acres
Manual Treatment	121.3
Mechanical Treatment	118.4

1. The treatment goal is the reduction of understory vegetation and small diameter trees. Generally, remove dead, dying, and diseased trees, and select live trees less than or equal to (\leq) 8 inches DBH. Healthy trees selected for retention that are less than 8 inches DBH will achieve an approximately 10-20 foot spacing where feasible.
2. Where overstory canopy cover is less than 50 percent, or as identified in the field by RCD or their qualified designees, identify 'save' trees of a variety of species for overstory recruitment at mixed distances from 6-15 feet.
3. Identify no-cut species as applicable.
4. Where there are only stands made up of trees less than 8 inches DBH, these stands of smaller trees will be spaced approximately 10-20 feet apart. Healthy trees \leq 8 inches DBH will be favored over diseased trees \leq 8 inches DBH to meet the spacing goal and maintain a shaded fuel break.
5. 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.
6. 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.
7. Dead down trees >12 inches in diameter may be masticated or bucked with a chainsaw 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.
8. Contractor shall consider maintaining an appropriate number of snags and downed woody debris within the treatment areas. Target snags should be approximately 1-2 per acre and similar for downed woody debris >12 inches in diameter.
9. A tree of any size considered a hazard and direct threat to personal safety or infrastructure may be removed.

10. RCD, 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.
11. Lopping and slash requirements for handwork where chipping is not feasible:
 - a. In treatment areas identified as handwork that are within 50 feet of a property line, road, water tank, exposed water line, water uptake, or other key infrastructure or asset identified by RCD, or their supervised designee; slash height shall not exceed 12 inches in height.
 - b. In other treatment areas identified as handwork, slash height shall be treated to between 18-24 inches in height.
 - c. In handwork areas, all logs on the ground less than 16 inches in diameter shall be left with as few cuts as possible to put them into contact with the ground.
 - d. All slash must have maximum contact with the ground.
 - e. Do not cut trees or snags >8inches DBH or dead/dying trees and snags >16 inches DBH unless specifically marked.
 - f. Limbed or pruned oak trees should be left with supporting branches in place..
12. No cutting of California buckeye (*Aesculus californica*), California nutmeg (*Torreya californica*), California big-leaf maple (*Acer macrophyllum*), western sycamore (*Platanus racemosa*), box elder (*Acer negundo* var. *californicum*), red elderberry (*Sambucus racemosa*), and blue elderberry (*Sambucus cerulea*), except where high concentrations of these species in the understory obstruct achieving fuel reduction goals or their removal is warranted for crew safety or due to proximity to homes or other infrastructure assets, including roads and staging areas. These areas should be identified by RCD, or their designee.
13. Damage to residual trees shall be minimized to the greatest extent feasible. If there is excessive damage to residual trees or shrubs, the Contractor shall remove these specimens.
14. In areas designated for manual treatment, standing dead trees ≤16 inches DBH shall be removed. In areas designated for mechanical treatment, any standing dead trees ≤12 inches DBH shall be removed, unless otherwise flagged for retention. In areas at least 100 feet away from high human occupancy areas (e.g., parking lots), at least one (1) standing dead tree shall remain per acre.

Tree Pruning Treatments

1. Conifer trees >8 inches DBH will be pruned (live and dead limbs) up to a maximum height of 15ft. No pruning will be done to a height greater than 33 percent of total tree height. Only dead limbs on hardwoods shall be pruned.
2. Conifer limbs may be pruned with a masticator, but pruned ends shall have a smooth appearance with no frayed material visible, especially in areas visible to the public. Note: This may require follow-up handwork.
3. In areas where damage to secondary lateral hardwood limbs is expected due to mechanical mastication, hardwoods shall be pruned by hand using ANSI A300 standards to facilitate access for mastication equipment and minimize damage to

hardwood species. . RCD, or their designee, will provide instruction on hardwood pruning techniques using recognized arboricultural guidelines as needed.

Understory Vegetation and Shrub Treatments

1. Understory vegetation 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 (e.g., sedges [*Carex* spp.], rushes [*Juncus* spp.], western azalea [*Rhododendron occidentale*], red elderberry [*Sambucus racemosa*] and blue elderberry [*Sambucus cerulea*], and ferns [Pteridophyta]) unless there is a safety issue, and that species needs to be removed.
 - b. Where significant stands of California hazelnut (*Corylus cornuta*) exist, Contractor shall maintain a component of these shrubs at a spacing between 25–100 feet, depending on frequency per acre, steepness of slope related to exacerbation of fire behavior, and/or proximity to key infrastructure and assets.
2. Outside of the drip line of retained trees and shrubs vegetation shall be cut and masticated, leaving root systems intact for resprouting to achieve a horizontal crown separation of approximately 50-75 feet. Spacing between remaining vegetation may be closer to 50 feet on flatter ground and 75 feet on steeper ground. Vegetation may be completely removed to provide defensible space when in proximity to infrastructure or near homes within treatment areas. Remaining clumps of shrubs should not exceed approximately 15-25 feet in diameter and will consist of healthy-appearing specimens where feasible.
 - a. Consideration shall be given to maintaining a diversity of understory vegetation and shrub species in these areas.
 - b. Shrubs will be retained in clumps or shrub islands and in a manner that breaks long sight distances and provides adequate cover for wildlife.
3. Woodrat nests shall receive a 5-foot buffer at minimum. The majority of living vegetation associated with woodrat nest complexes should remain.
4. Damage to residual understory vegetation and shrubs shall be minimized to the greatest extent feasible.
5. RCD, or their designee, reserve the right to reasonably adjust understory vegetation and shrub treatments in areas where additional sensitive resources are identified and/or may adjust the treatment prescription as needed to meet specific conditions.

Treated Vegetation within Treatment Areas

1. Residual material i.e., masticated material, shall be dispersed throughout the project area in a mosaic pattern, at variable depths, concentrating residual material in areas of equipment disturbance and, to the extent feasible, minimize residual material in forest gaps or openings where increased biodiversity of herbaceous understory regeneration is more likely. In general, residual material depths should average 3 inches and should not exceed a depth of approximately 6 inches.
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 percent precipitation event or upon completion of operations, whichever occurs first.

3. Residual masticated material should be utilized to cover approximately 75 percent 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 all roads and trails are open and passable.
 - a. Paved roads not under traffic control must remain clear at all times. Paved roads under traffic control should be cleaned off as soon as operationally possible.
 - b. Scattered debris is acceptable on trail surfaces but not to the point that it creates any significant tripping hazards.
5. Damage to residual trees and shrubs shall be minimized to the greatest extent feasible. If there is excessive damage to residual trees or shrubs, the Contractor shall remove those specimens.
6. RCD, or their designee reserve the right to reasonably adjust treatments in areas where additional sensitive resources are identified and/or may adjust the treatment prescription as needed to meet specific conditions.

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. Tracked wood chipper capable of handling material >16 inches DBH.
4. Chip truck for hauling wood chips and logs.
5. Other heavy equipment may be proposed for use by the Contractor and must be approved by RCD, or their designee. To propose other heavy equipment, the Contractor should be prepared with equipment dimensions, weight, and photos of equipment.

General Provisions for Heavy Equipment

1. Heavy equipment shall not operate:
 - a. In any Watercourse and Lake Protection Zones (WLPZ), Special Treatment Zones (STZ), or Equipment Exclusion Zones (EEZ);
 - b. On unstable areas, as identified and flagged by a RPF or their qualified designee, and shown on the operations map;
 - c. On any paved or chip-sealed surface, with the exception that heavy equipment with rubber tracks or excavators with street pads may operate on such surfaces;

- i. The Contractor shall be responsible for damage to surfaced roads resulting from heavy equipment use.
- ii. The Contractor shall be responsible for watering, installing waterbars, and grading dirt or rock roads that have been impacted by the Contractor's actions. Such roads shall be returned to their preoperational original condition.
- iii. Heavy equipment operation shall cease if the activity generates a significant amount of dust that impedes visibility.
- d. If, from 6:00 a.m. to 6:00 p.m. the day prior to proposed operations, there is a National Weather Service (NWS) forecast average of rain 30 percent or greater for the day of proposed operations.
- e. Mechanized operations will cease when the following precipitation thresholds are met, per CRF avoidance measures:

California Red-legged Frog Precipitation Shut Down Periods for Mechanized Operations	
Precipitation Amount	Shut down period
≥ .20 inch - 1 inch	24 hours
1 inch - 2 inches	48 hours
≥ 2 inches	72 Hours
* Handwork W/O track chippers may continue	

- f. On saturated soils, as defined in 14CCR §895.1 (shown here for reference):
 - i. "Saturated Soil Conditions means that soil and/or surface material pore spaces 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: (1) areas of ponded water, (2) pumping of fines from the soil or road surfacing material during Mechanized Equipment Operations, (3) loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts, (4) spinning or churning of wheels or tracks that produces a wet slurry, or (5) inadequate traction without blading wet soil or surfacing materials."
 - g. Outside of the Project boundary; or
 - h. In any other area identified for heavy equipment exclusion on the operations map.
- 2. Leaking equipment shall not be allowed into the Project area. If, during the course of operations, a fuel or hydraulic fluid leak is discovered, the machine shall stop, and the leak shall be contained and fixed immediately. Operations with that equipment shall not resume until the leak has been fixed. The Contractor shall remove and dispose of any contaminated soil.
- 3. Care shall be taken to avoid damage to leave-trees. It is acceptable for some areas to remain untreated if treatment is likely to result in excessive damage to leave-trees. If leave-trees are damaged during operations and deemed by an RPF or their supervised designee to pose a hazard or be unlikely to survive, the contractor shall be responsible for their removal or cutting.

4. Main line access trails shall be flagged by RCD, or their designee, in each unit for ingress and egress from the staging area to reduce disturbance needed. Contractors will be required to install waterbars on these main line trails or any other area used for equipment access where disturbance warrants treatment following operations or prior to the winter period.
5. No heavy equipment shall be fueled within 65 feet of any watercourse.

Fire Safety

CAL FIRE typically announces the start of the Fire Season in May of each year and usually doesn't end the season until November, depending on weather and fuel conditions. This section applies to work occurring during the declared Fire Season and Red Flag conditions. It is the responsibility of the Contractor to follow these requirements. Contractor operations may be suspended at any time by RCD, or their designee, based on red flag warnings, high fire danger, Unit Preparedness Levels, or when on-site conditions determine that the operation of the machine presents an elevated risk of starting a fire.

1. Emergency Notification: Contractors shall maintain at least one working cell phone, radio, or satellite phone capable of communicating in case of an emergency, such as medical or fire incident. In an emergency, call 911 then notify RCD or their supervised designee.
2. 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, shrubland, or grass-covered land between April 1 and December 1 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 enough shovels so that each employee at the operation can be equipped to fight fire.
 - c. One or more serviceable chainsaws of 3.5 or more horsepower with a cutting bar 20 inches in length or longer shall be immediately available within the operating area, or alternatively, a full set of timber-felling tools shall be located in the fire toolbox, including one (1) crosscut falling saw 6 feet in length (chainsaw acceptable), one (1) double-bit axe with a 36-inch handle (single bit axe acceptable), one (1) sledge hammer or maul with a head weight of 6 or more pounds and handle length of 32 inches or more, and not less than two (2) falling wedges.

- d. Each passenger vehicle (including side-by-sides, UTVs, etc.) used on such operation shall be equipped with one (1) shovel and one (1) axe, and any other vehicle used on the operation shall be equipped with one (1) shovel. Each tractor used in such operation shall be equipped with one (1) 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 that 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.
- 3. The Contractor shall provide and be responsible for operating and maintaining the following 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. The mobile motorized pump shall be capable of reaching and dispensing a minimum of 250 gallons of water to all areas of active equipment operations within 5 minutes of fire ignition.
 - ii. 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.
 - iii. RCD will arrange for a water source for the Contractor to keep a 500-gallon water buffalo trailer full of water.

AND

- 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 0.75-inch x 50-foot rubber booster hose on a manual reel.
 - i. RCD will arrange for a water source for the Contractor to keep an ATV/UTV skid unit full of water.

**Contractor may propose an alternative method that meets or exceeds these standards described in Item #2 above.*

- 4. Treatment areas shall be walked prior to operations to determine if there are any potential ignition hazards such as rocks, metal objects, or highly combustible fuel

- sources. The Contractor should adjust operational schedules to operate in these areas when fire hazard risks are the lowest, such as early morning.
5. Vehicle use: Contractor must remain on improved roads when driving between work sites. No cross-country or off-road driving is permitted. All vehicles must be parked on paved or dirt improved areas near the work site to minimize igniting grass. This also pertains to UTV and ATV use.
 - a. 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 meets this requirement.
 - b. Spark arrestors affixed to the exhaust system of engines or vehicles shall not be mounted in a manner as to allow flames or heat from exhaust system to ignite any flammable material.
 6. Spark arrestors are required for all mechanized tools.
 7. No smoking is permitted within the project area.
 8. During times when vegetation is flammable, a minimum 2-hour fire watch is required each day following conclusion of mechanized operations. Fire watch may include time spent conducting routine end-of-day equipment maintenance.
 9. Immediate Fire Suppression Station (IFSS): A 5-gallon backpack pump, Mcleod hand tool, and shovel shall be strategically staged within 250 feet of any mechanized mastication operations for ground crew or spotters to immediately extinguish any ignition.
 10. Tree cutting crews are required to carry one fire extinguisher per chainsaw. Applicable laws and Regulations: California Public Resource Code Sections 4442 & 4443 Spark arrester & muffler requirements; 4427 Clearance & equipment requirements. California Health and Safety Code Sections 13001 Causing Fire; 13005 Use of Hydrocarbon Engine without Exhaust Spark Arrester; 13007 & 13009 liability.
 11. If the relative humidity is at or below 20 percent and/or winds are at or above 15 mph at the end of the workday, Fire Watch patrol shall be required on-site during and at least 3 hours after operations if mechanized mastication equipment has been operating.
 - a. Contractor shall have a Kestrel handheld monitor (or equivalent) to monitor wind and relative humidity and shall take readings at the beginning of operations, at 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.
 12. RCD, or their 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 RCD, or their 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 users.
 - a. Scattered debris is acceptable on seasonal roads but not to the point that it creates any significant road hazards for vehicles or users.

Operations from October 15 to May 1

1. If Contractor obtains approval to operate from October 15 to May 1, no operations on saturated soil 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, as 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. Class I, II, and III watercourses will be protected by a year-round equipment exclusion zone (EEZ) as designated and flagged by the RCD or designated representative dependent on slope, access, and treatment priorities.
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 any are discovered, they 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 not limited to, soil, silt, bark, slash, sawdust, or petroleum in quantities which may cause harm to fish, wildlife, beneficial functions of riparian zones, or the quality and beneficial uses of water.
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, chemicals, 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 RCD, or their supervised designee.
 - c. Major vehicle maintenance, repairs, and washing shall be done off-site.
 - d. 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 installed or reinstalled in their original locations and original configuration on appurtenant seasonal roads or staging areas used by the Contractor following operations and prior to October 15 on any year that operations occur.
 - a. Contractors must have an appropriate piece of heavy equipment to construct waterbars on-site, such as an appropriately sized excavator with a bucket, backhoe, or front-end loader with a hydraulically controlled box scraper on-site a month prior to and following the winter period (October 15 – May 1).
 - b. Additional erosion control measures may be implemented as determined by RCD, or their designee.
 - i. This shall include seeding with sterile varieties of barley and utilizing predominantly weed-free rice straw for additional erosion control measures as deemed appropriate where bare areas have been created during operations. Contractor should be in contact with RCD, or their designee, for the appropriate amounts of these erosion control materials to be kept on-site during the winter period.
 1. Stockpiles of these materials shall be kept dry and at minimum placed on raised pallets and covered with a tarp that is secured over these materials.

- c. Erosion control measures shall be implemented between October 15 and May 1, prior to sunset if the National Weather Service forecast predicts a 30 percent or greater chance of rain within the next 24 hours.
 - d. No mechanized operations will occur within 24 hours following a rain event of 0.2 inch or greater for protection of California red legged frog upland migration.
 - e. No mechanized operations will occur within 48 hours following a rain event defined as any precipitation resulting in 1.0 inch or greater throughout the year to avoid dispersing California red-legged frog.
No mechanized operations will occur 72 hours after a rain event defined as any precipitation resulting in ≥ 2 inches to avoid dispersing California red-legged frog.
2. Where additional waterbreaks need to be 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 of 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 RCD, 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 RCD, or their 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 RCD, or their designee.

Biological Resource Avoidance Measures

1. Worker Environmental Awareness Training – All crew members and Contractors are required to receive training from a qualified RPF or biologist prior to beginning treatments. The training will describe the appropriate work practices necessary to effectively implement the biological SPRs and MMs and to comply with the applicable environmental laws and regulations.
2. 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. RCD, or their designee, shall be notified immediately.
3. Nesting bird and bat roost surveys are required from February 1 to August 31 and shall be conducted within 7 days of any mechanical or manual treatment areas by RCD qualified personnel, a qualified RPF, or qualified wildlife biologist. Additional wildlife surveys may be required seasonally, as determined by RCD, or their qualified designee.
 - a. Areas where nesting birds and/or bat roosts are found to occur shall have a buffer zone of 250 feet flagged in orange glo, depending on the species' needs. RCD qualified personnel, a qualified RPF, or qualified wildlife biologist reserve the right to increase or decrease the buffer size as appropriate based on topography.
 - b. Disturbance of nests/dens/roosts/nest cavities shall be avoided. If the Contractor identifies an active nest/den/roost/nest cavity, a buffer of 100 feet should be immediately established between construction activities and the active nest/den/roost/nest cavity so that nesting activities are not interrupted, and RCD staff should be notified. RCD qualified personnel, a qualified RPF, or qualified wildlife biologist reserve the right to increase or decrease the buffer size as appropriate based on topography.
4. **Woodrats and woodrat nests** receive a 5-foot buffer at minimum. The majority of living vegetation associated with woodrat nest complexes should remain, where feasible.
 - a. 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.
 - b. Nest removal shall be avoided during the breeding season, if feasible (January 1 - September 30). If woodrat nests must be removed during the breeding season, they will be slowly removed by hand to determine if young are present. If young are present, the nest material shall be replaced, and the nest left alone for 2-3 weeks, at which time the nest can be rechecked to verify that young are capable of independent survival before proceeding with nest dismantling. RCD qualified personnel, a qualified RPF, or qualified wildlife biologist shall be notified to determine if young are present prior to removal.

California red-legged frog – Mechanized operations will cease when the following precipitation thresholds are met:

California Red-legged Frog Precipitation Shut Down Periods for Mechanized Operations	
Precipitation Amount	Shut down period
≥ .20 inch - 1 inch	24 hours
1 inch - 2 inches	48 hours
≥ 2 inches	72 Hours
* Handwork W/O track chippers may continue	

- c. During the dispersal season from October 1 - April 15, pre-treatment visual surveys will be performed daily by a qualified RPF, biologist, or biological monitor, prior to implementation of any treatment activities (i.e., mechanical, manual, and herbicide) within 300 feet of Class I or Class II streams and within or adjacent to other sensitive habitat areas (e.g., wet intermittent streams, wet seeps). If a California red-legged frog is found during pre-treatment surveys or enters the Project site during treatment activities, all work will stop within a non-disturbance buffer of 100 feet around the individual unless it is determined by the qualified RPF or biologist that a different sized buffer is appropriate to avoid disturbance, injury, or mortality. Treatment activities will cease within the buffer until the animal leaves on its own and the occurrence will be reported to the qualified biologist, and the US Fish and Wildlife Service.

5. A full list of biological resource avoidance measures can be found in the La Honda Fuel Break PSA/Addendum, which is available upon request and will be published prior to start of project.

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, a 100-foot buffer will be implemented, and the area shall be avoided. RCD, their supervised designee, or an archaeologist must be notified immediately. RCD, their supervised designee, or an archaeologist may increase or decrease the buffer as deemed appropriate.

Forest Pathogens

Phytophthora ramorum, the pathogen commonly referred to as Sudden Oak Death, 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 forest diseases is possible.

2. Each time equipment or vehicles leave or arrive at the site, the equipment or vehicles should be inspected by operations personnel for soil and host plant debris (e.g.,

- leaves, twigs, and branches). Soil and host plant debris should be removed from equipment and vehicles prior to their arrival or departure. This applies to all equipment and vehicles associated with the operation, including heavy equipment, equipment transport trucks and trailers, pick-up trucks, employees' personal vehicles, etc.
3. After working in an infested area, remove or wash off accumulations of soil, mud, leaves, twigs, and other organic debris from shoes, boots, vehicles, and heavy equipment, etc. before traveling to an area that is not infected with forest pathogens. Lysol® or a bleach solution should be used to disinfect shoes and boots after cleaning.
 4. Disease host species, or disease-infected trees, should only be chipped back into areas where infected or host species are already present to avoid and minimize the risk of spreading disease.
 5. Diseased material of any kind (e.g., firewood or logs) should not be transported out of Project areas without observing the requirements for transport of material within a quarantine area or zone of infestation.
 6. Additional information for treatment of diseased material and/or transport can be found at the following links for these forest diseases:
 - a. Sudden Oak Death: <https://www.suddenoakdeath.org/wp-content/uploads/2014/12/forestry-08-10-with-new-2014-map.pdf>
 - b. Pitch Canker: <https://ufei.calpoly.edu/pitch-canker-task-force-management/>

Invasive Species

1. Invasive species should only be chipped back into areas where the same species are already present to avoid and minimize the risk of spread.
2. Equipment, tools, boots, etc. must all be cleaned of dirt and debris before arriving on-site to prevent import of weed seed into Project areas.
3. Within the Project area, eight (8) invasive plant species and two (2) diseases were identified as occurring or having high potential to occur in the region and have potential to spread in the Project area from one work area to another, or from the Project area to off-site areas. These species include:
 - Black acacia (*Acacia melanoxylon*)
 - Poison-hemlock (*Conium maculatum*)
 - Jubatagrass (*Cortaderia jubata*)
 - Cape-ivy (*Delairea odorata* (= *Senecio mikanioides*))
 - Panic veldtgrass (*Ehrharta erecta*)
 - Pitch canker (*Fusarium circinatum*)
 - French broom (*Genista monspessulana*)
 - English ivy (*Hedera helix*)
 - English holly (*Ilex aquifolium*)

Flagging Key

1. **Blue and white striped flagging** – Water Course and Lake Protection Zones (WLPZ) for Class I and II watercourses.

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. **Pink glo and black striped flagging** –Utilized for the protection of woodrat nests, maternity bat roosts, bird nests, or other sensitive biological resources.
4. **Yellow and white striped with words “EQUIPMENT EXCLUSION ZONE”** – utilized to restrict operations of heavy equipment within 30 feet of Class III watercourse or other sensitive resources.
5. **Orange and white striped flagging** – Special Treatment Zone. Contractor shall contact RCD, or their designee, for more information on these zones. These zones shall not be entered without permission.
6. **Pink glo flagging** – Identifies a potential hazard to equipment or people.
7. **Orange glo flagging** – Identifies areas of retention for sensitive vegetation or sensitive wildlife resources.
8. **Solid pink glo flagging accompanied by solid white flagging** – Special instructions to the Contractor written on the white flagging in black permanent pen. May also indicate an approved location to cross a Class III watercourse with heavy equipment or a track chipper.
9. **Yellow flagging with the words “SKID TRAIL” on it** – Location where heavy equipment may travel off-road to access treatment areas or hazard trees marked for removal. Each unit will have main line skid trails identified prior to operations where heavy equipment may travel to and from a staging area for refueling to reduce ground disturbance.
10. **Orange flagging with the words “TRUCK ROAD” on it** – Location where vehicles licensed for use on county roads and state highways may travel. Predominantly utilized to identify appropriate locations of seasonal or winterized road use as a staging area for Contractors.
11. **Solid blue flagging accompanied by solid white flagging 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.
12. **Black and yellow flagging** – Caution, wasp or bee’s nest.
13. **Red flagging** – Indicates a potential property boundary or bound of operations.

EXHIBIT B
Cost Proposal

La Honda Fuel Break 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 the above work to its completion and to the satisfaction of the RCD for the rates and prices for said work as indicated below.

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

1. BID SCHEDULE

Item #	Description	EA	Unit	Amount
1	Mobilization, insurance, bonds	1	LS	
2	Fuel reduction treatments	239.7	AC	
3	Demobilization/closeout – including but not limited to staging locations and roads	1	LS	
	Total bid		LS	

Total Bid (in numbers):

Total Bid (in words):

Per Acre cost for additional acres beyond 239.7 (Optional):

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: _____

Name of Qualifier for License: _____

Federal Tax Identification #: _____

Company Address: _____

Phone: _____ Email: _____

Project Representative: _____

Representative's Phone: _____ Email: _____

3. SUBCONTRACTORS

List subcontractors you are planning to use on this project, if any. Provide company name and California contractor license number and classification.

Name of Subcontractor: _____

License #: _____ Classification: _____

Name of Subcontractor: _____

License #: _____ Classification: _____

Name of Subcontractor: _____

License #: _____ Classification: _____

Name of Subcontractor: _____

License #: _____ Classification: _____

Name of Subcontractor: _____

License #: _____ Classification: _____

4. **REFERENCES**

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

PROJECT NAME _____

Brief description of project:

Date(s) constructed:

Reference (name & phone) _____

PROJECT NAME _____

Brief description of project:

Date constructed:

Reference (name & phone) _____

PROJECT NAME _____

Brief description of project:

Date constructed:

Reference (name & phone) _____

EXHIBIT C
Contractor Questionnaire
La Honda Fuel Break Project

**Please use additional sheets as necessary.*

Contractor Name: _____

- 1) For mechanical vegetation treatment (mastication), please describe proposed treatment methods, include machinery (including weight and dimensions), tools, and proposed crew size to complete the project in an efficient manner. Please describe how many pieces of equipment you intend on using at one time.

- 2) For manual vegetation treatment, please describe the proposed size and composition of crew (e.g., two sawyers, two swampers, four crew members hauling brush). Additionally, describe tracked woodchipper capacity. Please provide brand and specifications.

- 3) What is the contractor's experience working in a park-setting or other protected areas, and with Resource Conservation Districts or other public agencies?

- 4) What is the contractor's sequencing and timeline for implementation? Is the contractor prepared to begin implementation as early as June 2024 and complete work by December of 2025?

EXHIBIT D
Sample Contract
La Honda Fuel Break Project

SAN MATEO RESOURCE CONSERVATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT WITH
CONTRACTOR

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2024, 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. 8GG201629 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 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.

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. On September 28, 2022, Governor Gavin Newsom vetoed Assembly Bill 1717, which would have expanded the definition of "public work", for the purpose of the payment of prevailing wages to include fuel reduction work paid for in whole or in part by public funds performed as part of a fire mitigation project. Therefore, it is our understanding that this project is not subject to prevailing wage.

- 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 E
San Mateo RCD and CAL FIRE Insurance Requirements
Contract Construction Services
La Honda Fuel Break 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 and Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and combined single limit per accident for bodily injury and property damage.
 - b. Worker's Compensation: Limits as set forth in the Labor Code of the State of California.

2. Contractor's 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 ten (10) working days of the effective date of this Agreement.

RFB SMCRCD Draft 5-2021.doc

EXHIBIT F
Certificate of Compliance
La Honda Fuel Break Project

TO: SAN MATEO RESOURCE CONSERVATION DISTRICT

PROJECT: **La Honda Fuel Break Project**

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

[Contractor]

By

Date

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

EXHIBIT G
Billing Instructions for Contractors
La Honda Fuel Break Project

Process and Timing

Invoices will be reviewed by RCD staff before submittal to grant funders. Invoices will be paid upon receipt of funds from the grantor, a process that may take up to 120 days from the time of submittal to the grantor by the RCD.

Format

In order to be paid promptly, you should use the attached invoice template, or include all elements in the template on your invoice.

Task: If your contract or work order shows that you will be performing more than one task specified in the budget, please break down the charges on your invoice by task.

Description: Provide a thorough but concise description of all work included on the invoice. Include a breakdown of equipment and labor rates, hours and dates worked, materials, subcontractors, and other costs.

Please submit your invoice to:

Eddie Sanchez
eddie@sanmateorcd.org
San Mateo Resource Conservation District
80 Stone Pine Road, Suite 100
Half Moon Bay, CA 94019

Invoice

Date	Invoice #

Bill To
San Mateo RCD 80 Stone Pine #100 Half Moon Bay, CA 94019

		Project	Period
		La Honda Fuel Break	
Description	Quantity	Rate	Amount
		Balance Due	\$0.00

EXHIBIT H
Best Management Practices for Construction
La Honda Fuel Break Project

The Contractor shall take all precautions and utilize all measures necessary to protect the environmental integrity of the project site, including but not limited to the protection of plant, animal, and aquatic life. The following is an integral aspect of this construction project:

Limitations on Earthmoving

- BMPs for construction period runoff and erosion control will be employed, including, but not limited to, silt fencing, fiber rolls, gravel bag berms, sandbag barriers, storm drain inlet protection, tracking controls, and stockpile management.
- Access to all sites must be reviewed with the landowners and RCD. Exact location of access ways, number of trips planned, and type of vehicles used shall be discussed. Contractor shall be responsible for repairing, at his own cost above and beyond the scope of work, any damage to property caused by access not approved by RCD.
- Existing ingress or egress points will be used when possible.
- Placement of temporary access roads, staging areas, and other facilities shall avoid disturbance to wildlife habitat and shall be restored to preconstruction conditions or better.
- Trash, litter, construction debris, cigarette butts, etc., must be stored in a designated area approved by the inspector or removed from the site at the end of each working day. Upon completion of work, Contractor is responsible for removing all debris to the satisfaction of the inspector.
- Disturbance to existing grades and vegetation will be limited to the actual site of the conservation project and necessary access routes.
- Excavations left open overnight which pose a hazard to public safety will be marked, and public exclusion measures will be taken, including temporary fencing where appropriate.

Limitations on Construction Equipment

- No work will occur in flowing or standing water unless a dewatering plan is in place and has been agreed to by the California Department of Fish and Wildlife.
- When heavy equipment is used, care must be taken to avoid existing and future septic system sites.
- The use or storage of petroleum-powered equipment shall be accomplished in a manner to prevent the potential release of petroleum materials into waters of the state (CA Fish and Wildlife Code 5650).
- All vehicles and equipment on the site must not leak any type of hazardous materials such as oil, hydraulic fluid, or fuel. Vehicles and equipment must be inspected and

approved by the inspector before use. Fueling shall take place outside of the riparian corridor.

- If needed, a contained area located at least 50 feet from any watercourse will be designated for equipment storage, short-term maintenance, and refueling. If possible, these activities will not take place on the project site.
- Vehicles shall be inspected for leaks and repaired immediately.
- Contractor shall have emergency spill cleanup gear (spill containment and absorption materials) and fire equipment available on-site at all times. These items are to be reviewed by inspector before construction begins.
- Leaks, drips, and other spill shall be cleaned up immediately to avoid soil or groundwater contamination.
- Major vehicle maintenance and washing shall be done off-site.
- All spent fluids, including motor oil, radiator coolant, or other fluids, and used vehicle batteries shall be collected, stored, and recycled as hazardous waste off-site.
- Dry cleanup methods (e.g., absorbent materials, cat litter, and/or rags) shall be used whenever possible. If water is used, the minimal amount required to keep dust levels down shall be used.
- Spilled dry materials shall be swept up immediately.

Sensitive Wildlife Exclusion BMPs

- Prior to commencement of construction activities, temporary exclusionary fencing shall be installed as appropriate to prevent sensitive wildlife from entering the construction zone. The fencing shall be maintained throughout the duration of construction activities.
- The adequacy of the fencing to prevent sensitive wildlife from entering the construction zone shall be approved by a qualified biologist prior to the commencement of construction activities. The qualified biologist shall also survey the construction zone to ensure that no sensitive wildlife species were trapped in the construction zone during the installation of the exclusionary fencing.

EXHIBIT I
Treatment Type Maps
La Honda Fuel Break Project

(This Space Left Intentionally Blank)

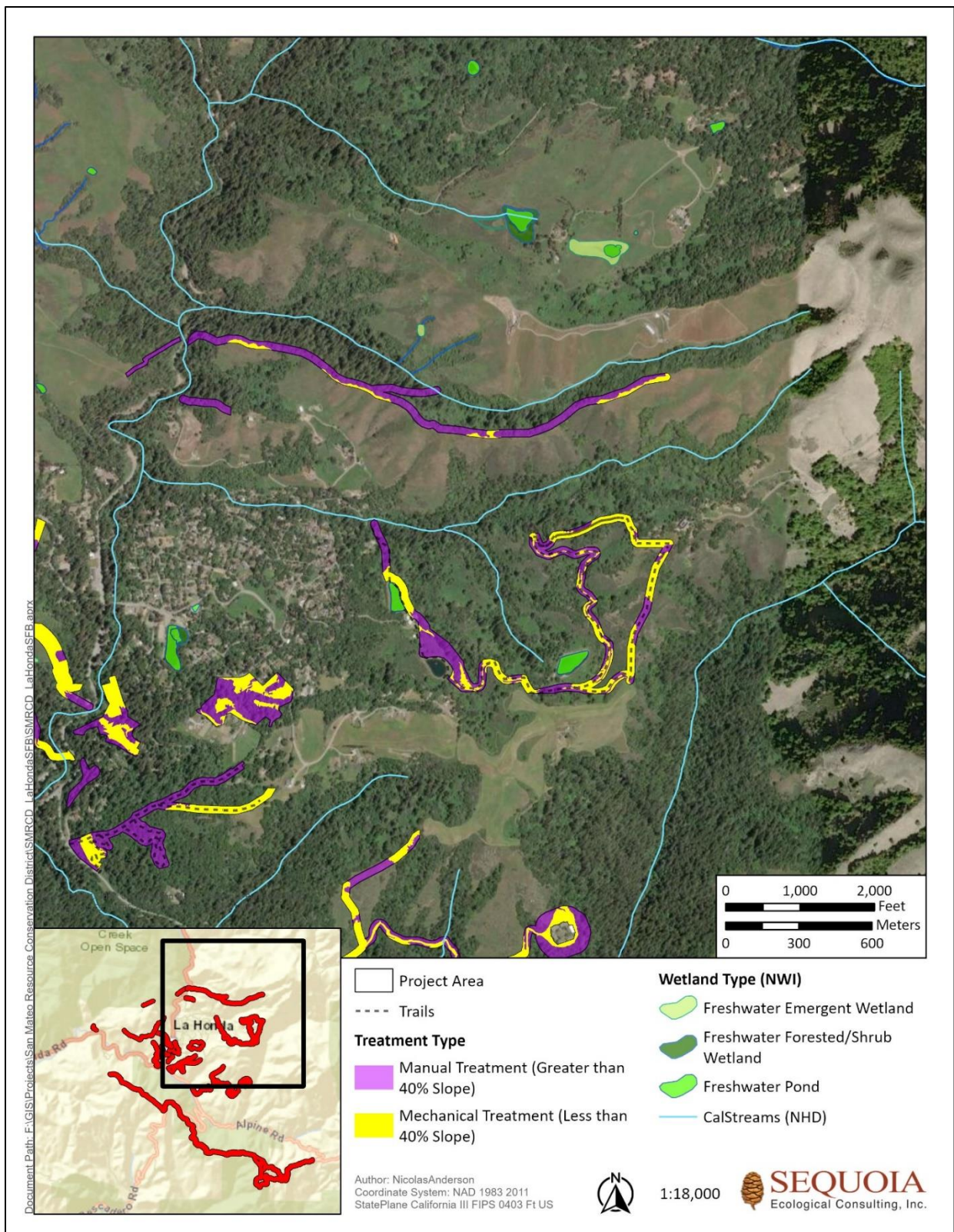


Figure 3a. Treatment Type.

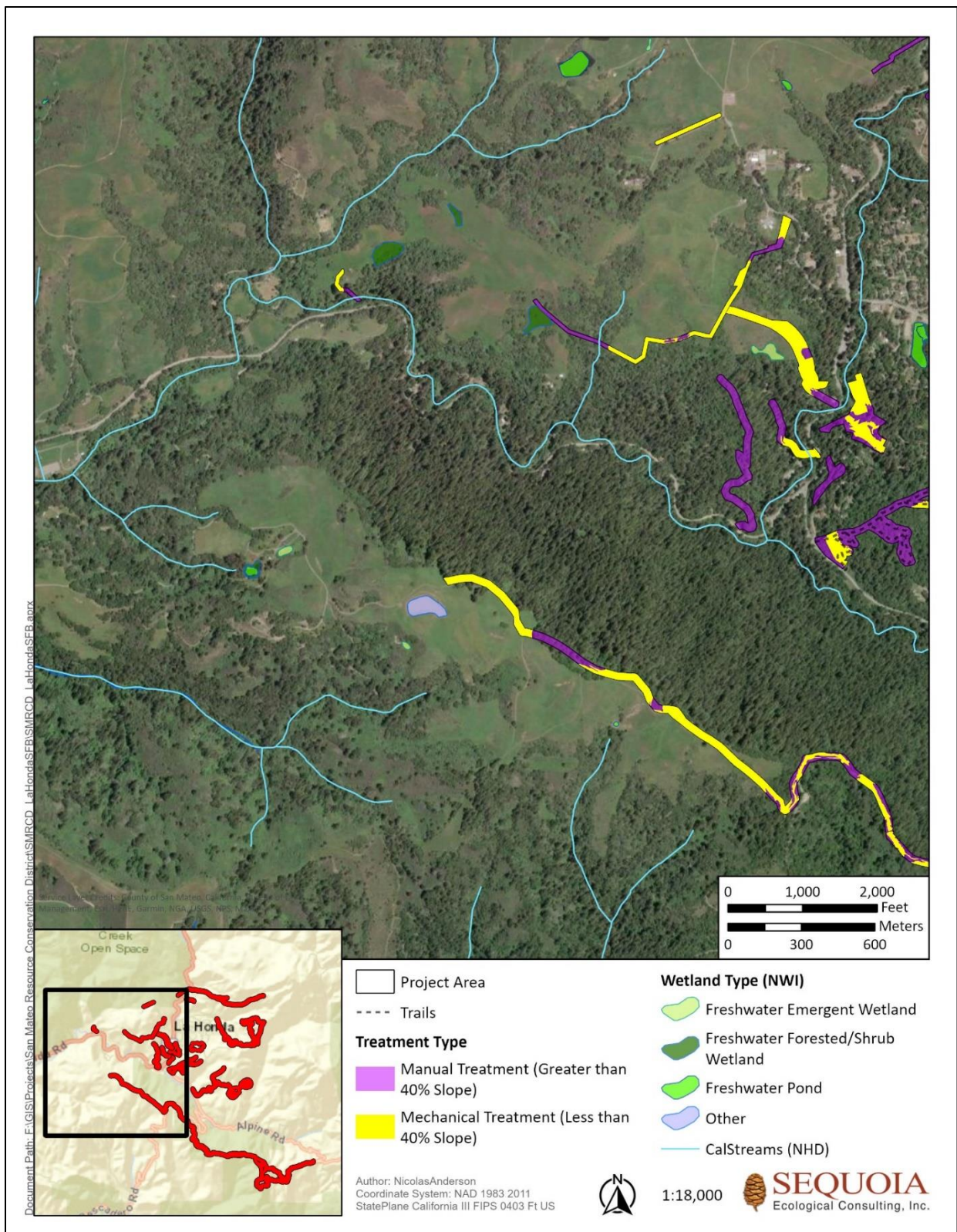


Figure 3b. Treatment Type

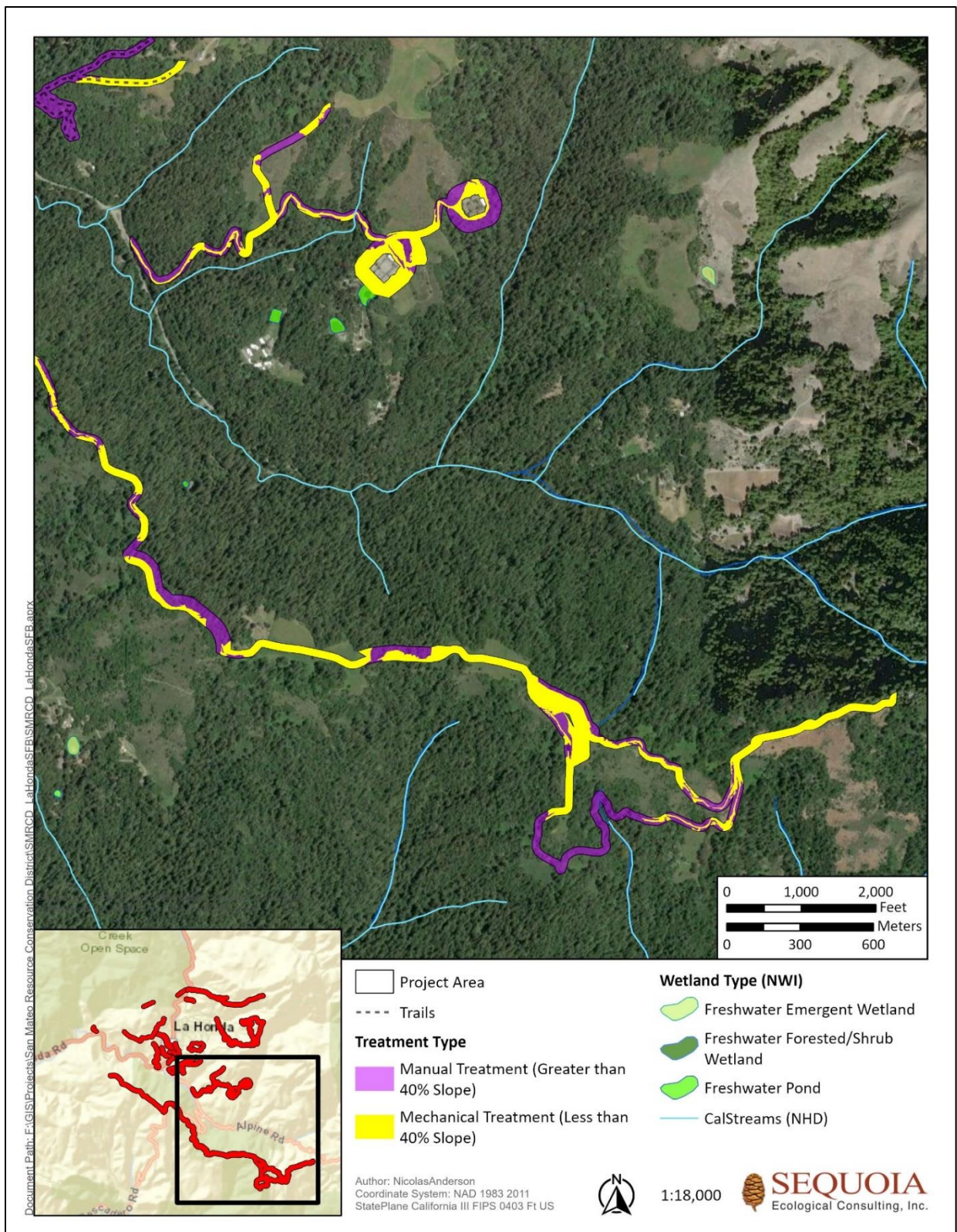


Figure 3c. Treatment Type.