



**Request for Qualifications
(RFQ) For
Professional Forestry
Services
CARCD Post Fire Recovery and Erosion Hazard
Mitigation**

Date of Issue: March 1, 2024

A. PURPOSE FOR RFQ

1. Through this request for qualification (RFQ), notice is hereby given that Resource Conservation District of Tehama County (RCDTC), is seeking an individual or consulting company to provide professional Forestry services. The selected consultant will represent RCDTC when providing comprehensive professional Forestry services, including but not limited to working in conjunction with the RCDTC's Registered Professional Forester to design post-fire recovery prescriptions on non-industrial private lands in the fire footprints of 2019-2022, writing harvest and CEQA documents, conducting archeological, botany, wildlife, geology, and hydrology surveys, writing herbicide recommendations, and monitoring plantings and herbicide applications conducted by crews. These duties may be conducted in conjunction with road engineering, watercourse crossings, and basic hydrological disconnection. Projects that RCDTC may assign to the successful Consultant include, but are not limited to:
 - CARCD Post Fire Recovery 2019-2021
 - CARCD Storm Damage Post Fire Disaster Recovery 2019-2022
 - CARCD August Complex Post Fire Disaster Recovery 2019-2022
2. This RFQ provides complete information on the services being sought, the submittal requirements, and timeline. Copies of the RFQ may be downloaded directly from this site: <https://www.tehamacountyrcd.org/notices>
3. Interested individuals and consulting companies shall **email** a Statement of Qualifications, meeting the requirements defined in the RFQ to:
Seronica Biggs
District Forester RPF #3221
PO Box 1232
Phone: 530.727.9983
Email: sbiggs@tehamacountyrcd.org
4. **Emailed Statements of Qualifications must be received by 5pm on 03/22/2024**
To ensure receipt of any addenda to the RFQ, please contact the person listed above to register as an interested individual or consulting company. The RCDTC is not responsible for providing updated information/changes to individuals or consulting companies not known by the RCDTC as holding a copy of this RFQ.
5. **Any questions regarding this RFQ must be received in writing prior to 5pm on 03/18/2024.**
6. Questions received after this date may not receive response. Questions should be directed to **Seronica Biggs** at sbiggs@tehamacountyrcd.org.
7. This RFQ does not obligate RCDTC to pay any costs incurred by INDIVIDUAL OR



CONSULTING COMPANY's in the preparation and submission of a response. Furthermore, the RFQ does not obligate the RCDTC to accept or contract for any expressed or implied services. RCDTC reserves the right to reject any and all submittals. RCDTC is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, or disability.

8. Questions must be submitted to **Seronica Biggs**, at sbiggs@tehamacountyrcd.org. All written questions will be answered in an addendum posted on the RCDTC website: <https://www.tehamacountyrcd.org/notices>
9. Questions received by the RCDTC after this date will not receive a response or be the subject of addenda. Individuals or consulting companies who are registered as interested parties will receive the addendum via email.

B. BACKGROUND AND SCOPE OF SERVICES

1. On behalf of the California Resource Conservation District (CARCD) the RCDTC was given three separate awards. The first award covers post-fire recovery efforts on non-industrial private lands within the fire footprints from 2019-2021, the second award is for post-fire recovery on non-industrial private lands for the August Complex, and the third award is for sediment and erosion hazard control on non-industrial private lands within the fire footprints from 2019-2022.
2. The contract award for this Request for Qualifications is subject to approval by RCDTC Board of Directors.
3. In 2022 CARCD received funding from the Forest Service for post-fire recovery occurring on non-industrial private lands. This can include mastication, hand cut and piling, machine piling, pile burning or broadcast burning, commercial logging operations and/or biomass utilization to reduce fuels based on the RPF's prescription. This prescription will consider burn severity, survival potential, bugs and disease, tree vigor, uniformity, as well as stand and species composition. All brush and shrubs species will be removed by one or more treatments listed above. Herbicide and manual reforestation efforts will be conducted in accordance with the Forest Practice Rules and Regulations.
4. Recently in 2023 CARCD received more funding from the Forest Service for sediment control and erosion hazard mitigation. Erosion mitigation measures will be completed in tandem with fuel reduction work on various non-industrial private properties associated with the 2019-2022 burn scars. This can include but is not limited to road construction, road reconstruction, road rehabilitation, road deconstruction, critical dips, crossing construction, crossing reconstruction, crossing deconstruction, and all other infrastructure that may be needed to mitigate for sediment transportation to hydrologically disconnect the point source.
5. A successful individual or consulting company (hereinafter referred to as a "INDIVIDUAL OR CONSULTING COMPANY") shall possess a valid RPF License or have a person on staff that possesses the license. A INDIVIDUAL OR CONSULTING COMPANY should be able to demonstrate successful completion of a variety of forest treatments, including reforestation and herbicide application.
6. A successful INDIVIDUAL OR CONSULTING COMPANY shall possess a valid Archeological certificate or have a person on staff that possesses the license. A INDIVIDUAL OR CONSULTING COMPANY should be able to demonstrate successful submission of



archeological documents associated with harvest documents.

7. A INDIVIDUAL OR CONSULTING COMPANY shall have extensive expertise with the Forest Practice Rules and have dealt with various agencies such as CAL FIRE, USFWS, CDFW, RWQB, etc.
8. A INDIVIDUAL OR CONSULTING COMPANY shall possess a Qualified Applicator License and be a California certified Agriculture Pest Control Advisor or have a person on staff or under contract that possesses them. A INDIVIDUAL OR CONSULTING COMPANY should submit documentation of past recommendations and chemicals used as well as the locations of application.
9. A INDIVIDUAL OR CONSULTING COMPANY shall be familiar with and have expertise in seed collection, propagation, and reforestation and must provide help with the procurement of seeds, seedlings, and storage. s The individual will help with monitoring the contractor hired for manual reforestation. Individual(s) must submit documentation of past reforestation projects they have overseen as well as the logistics of the operation.
10. It is the RCDTC's intent to simultaneously enter into an agreement with several contractors providing a wide variety of services. A INDIVIDUAL OR CONSULTING COMPANY shall collaborate with the contractors during all post-fire recovery phases and provide administrative services in accordance with professional standard of care typical of projects with similar scope to ensure quality control and quality assurance of the work being performed.

C. SCHEDULE

Preliminary Project Schedule:	Date
Publish RFQ	03/01/2024
Pre-submittal Conference 724 Main St Red Bluff CA 96080	03/12/2024 @ 12pm
Written Questions Due	03/18/2024 @ 5pm
RFQ Submittals Due	03/22/2024 @ 5pm
Complete interviews of short-listed firms (if needed)	03/26/2024
RCDTC Board of Directors award of contract (Tentative)	03/27/2024
Notice to Proceed	03/29/2024
Project Completion	03/15/2027



D. PRE-SUBMITTAL MEETING

1. There will be a pre-submittal meeting for interested Parties on Tuesday, March 12, 2024, at 12:00pm in the conference room at the Job Training Center, located at **724 Main St Red Bluff Ca 96080**. Attendance at the pre-submittal meeting is strongly encouraged but not required. The RCDTC staff will present details about the project and submittal requirements and be available to answer questions.

E. NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT (ADA)

1. The RCDTC will not discriminate against qualified individuals with disabilities on the basis of disability in the RCDTC's services, programs, or activities. The RCDTC will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the RCDTC's programs, services, and activities. The RCDTC will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the RCDTC program, service, or activity.

F. E-COMPLIANCE WITH LABOR CODE REQUIREMENTS/PREVAILING WAGE

1. Please see RCDTC consultant contract Article C(8) for requirements pertaining to labor code and prevailing wage.

G. LISTS REGARDING IRAN AND RUSSIA BOYCOTT

1. In accordance with Public Contract Code Section 2200 et seq., the RCDTC requires that any person that submits a Bid with RCDTC of one million dollars (\$1,000,000) or more, certify at the time the Bid is submitted that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.
2. The form of such Iran Contracting Certificate is included with the Bid Forms and must be signed and dated under penalty of perjury.
3. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.
4. The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.
5. This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website



(<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts.

H. VALUES OF RCDTC REGARDING TREATMENT OF EMPLOYEES OF CONTRACTORS

1. Statement of RCDTC EEO Policy. RCDTC provides equal opportunity for all persons in all aspects of employment, including recruitment, selection, promotion, transfer, training, compensation, educational assistance, benefits, discipline, working conditions, reduction in force, reinstatement, and all other matters of employment.
2. Such equality of opportunity shall be based solely on job related knowledge, skills, and job performance, and shall be without discrimination because of race, color, religion, national origin, sex, age, sexual orientation, handicap, veteran status, gender status, gender identification or any other factor unrelated to job performance.

I. SUBMITTAL RESPONSE REQUIREMENTS

EMAIL one electronic copy in PDF format of your submittal to sbiggs@tehamacountry.org . Please include required RCDTC forms. Font size shall be no less than 10 pt. Submittals must contain the following information:

Section 1- Cover Sheet to include:

Title of Proposal

Name and address of company

Contact person, phone and email address

Section 2 - Qualifications and Experience:

Provide an overview of your experience with similar projects and comparable work.

Describe your experience coordinating with project managers, state agencies, and lead agencies.

Include information pertaining to licenses, permits, etc.

Section 4 – References:

Include at least 3 references who can speak to your past performance and capability on similar projects.

Section 5- Staff to be Assigned:

Provide a staff organization chart or list and identify the qualifications, roles, and responsibilities to be fulfilled by each staff member or subcontractor.

Section 6- Bid Presentation:

Bids shall reflect costs for all project tasks and include a per acre rate. If it is the bidder's intention to subcontract for some services, note that in your bid and identify subcontractors.

J. SELECTION CRITERIA

1. Submitted responses to this RFQ will be evaluated and ranked by an RFQ Evaluation Team composed of members of the RCDTC and the RCDTC Board of Directors appointed to assess submitted qualifications. Each submitter will be evaluated based on their SOQ score (100 points maximum) as determined through the qualification review process and criteria noted in this



section.

- | | |
|--|-----------|
| A. Qualifications of professional personnel assigned | 45 points |
| B. Individual or consultant companies related experience on similar projects | 35 points |
| C. Project understanding and approach | 10 points |
| D. Submittal Quality and Responsiveness | 10 points |

If deemed necessary, the RCDTC review panel for this project may choose to interview a short list of individuals and/or companies to determine the final selection.

K. NON-CONTACT PROVISION

1. Interested parties shall be prohibited from contacting any Board Director or RCDTC employee during the course of the pre-submittal, interview, negotiations, pre-contracting, or other process of this solicitation, except to participate in the pre-proposal conference and to submit questions via the RCDTCs' designated project manager. Any such contact shall be grounds for disqualification of any party who may have initiated such contact.

L. AWARD AND CONTRACT

1. The RCDTC Consultant Agreement and exhibits will be used, and the selected vendor will be expected to accept the terms of the attached modified contract as supplemented without modification by the INDIVIDUAL OR CONSULTING COMPANY. Exceptions will be considered only to address errors or ambiguities in text, or if such modifications would be in the best interest of the project and the RCDTC.

M. PROTEST/APPEAL PROCESS

1. The following procedure is provided in the event that a proposer wishes to protest the RFQ evaluation and selection process or appeal the recommendation to award a contract once the Notices of Award/Non-Award have been issued.
2. Any protest must be submitted in writing to the RDCTC mailing address **PO box 1232, Red Bluff, CA 96080**. Attention: **Jon Barrett. RCDTC District Manager**
3. The protest must be submitted or postmarked before 6:00 PM on the 20th calendar day following the date of the Notice of Award.
4. The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
5. The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.
6. Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a claim or legal proceedings.
7. Upon receipt of written protest/appeal, the RCDTC will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within 20 business days of receipt of the



appeal/protest.

N. PUBLIC RECORDS ACCESS

1. Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. ***It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act.*** To the extent that the RCDTC agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.
2. All information regarding the proposals will be held as confidential until such time as the Selection Committee has completed its evaluation and, or if, contract negotiations are completed.

O. ATTACHMENTS

Appendix A: RCDTC's Consulting reference sheet and task list.

Appendix B: Maps.

Appendix C: RCDTC's consulting agreement.

END OF PUBLIC NOTICE



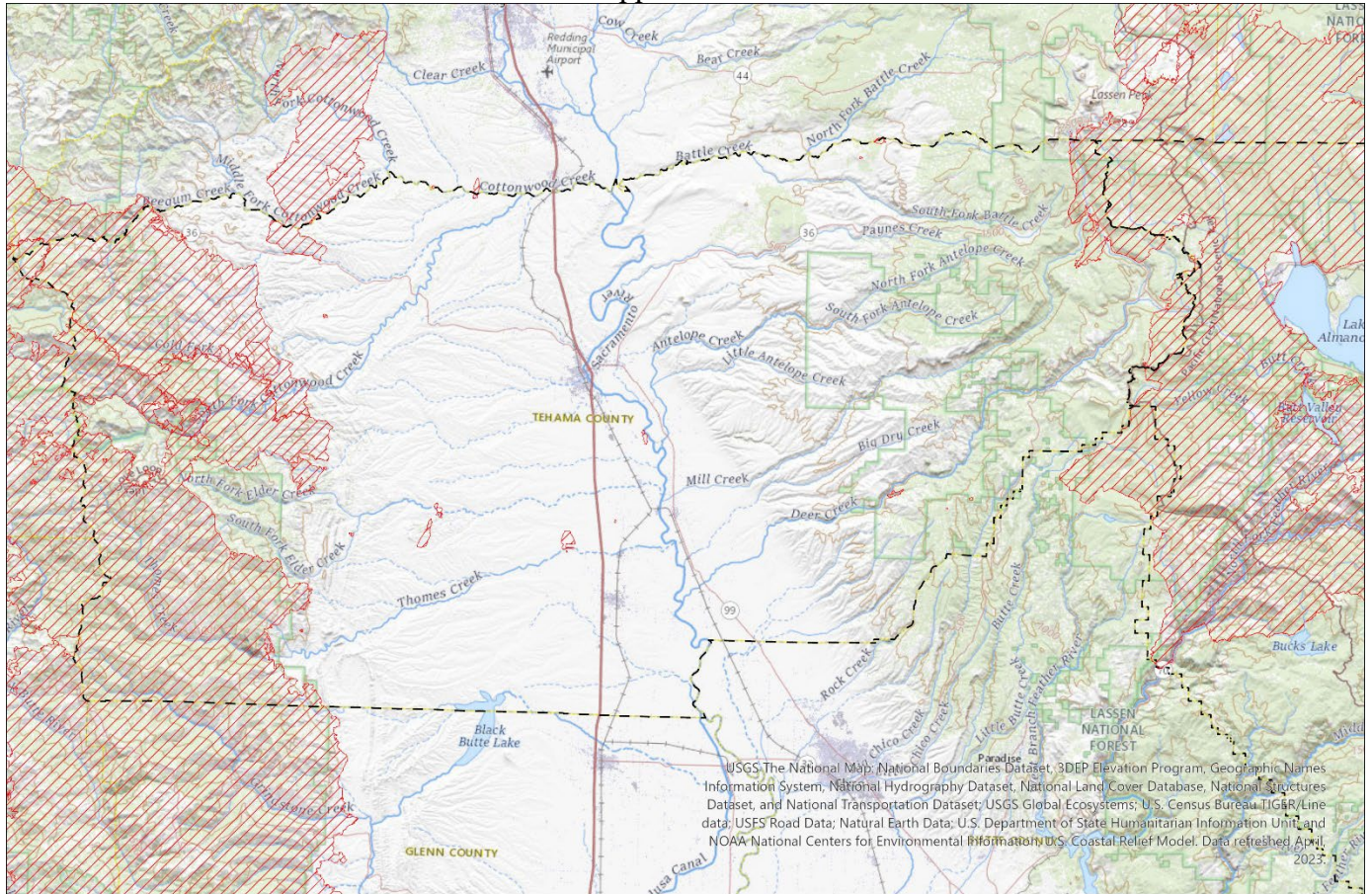
Appendix A

CARCD Post Fire Recovery and Sediment/Erosion Mitigation Requirements		Services Provided	Subcontractor(s) Available
1	Valid RPF license to prepare various harvest documents to fit each landowner/property objective.		
2	Provide technical assistance to landowners to develop and write different prescriptions and management plans based upon ground cover, slope, aspect, soil types, etc.		
3	Complete various types of surveys including but not limited to wildlife, botanical, archeological, hydrological, geological, etc.		
4	Administrative skills to oversee on the ground operations between RCDTC contractors.		
4	Valid QAL/PCA to develop recommendations of herbicide use and oversee the application.		
5	Develop reforestation plans.		
6	Achieve successful collection of seed or resources to purchase seed.		
7	Provide nursery contacts and cold storage options.		
8	Provide contacts for contract crews to achieve herbicide application and reforestation efforts.		
9	Develop sediment and erosion mitigation plans pertaining to road engineering and culvert placement.		
10	Provide contacts for LTO's and general contractors to complete post fire recovery and sediment/erosion mitigation work.		
11	Valid Archeological certification to perform records checks, surveys, and submit CAL(s) or CAA(s).		

Reference*	Tasks to be completed as listed in CARCD Post Fire Recovery and Sediment/Erosion Mitigation Requirements	Please let us know the hourly charges per task
1	Valid RPF license to prepare various harvest documents to fit each landowner/property objective.	



2	Provide technical assistance to landowners to develop and write different prescriptions and management plans based upon ground cover, slope, aspect, soil types, etc.	
3	Complete various types of surveys including but not limited to wildlife, botanical, archeological, hydrological, geological, etc.	
4	Administrative skills to oversee on the ground operations between RCDTC contractors.	
4	Valid QAL/PCA to develop recommendations of herbicide use and oversee the application.	
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10	Provide contacts for LTO's and general contractors to complete post fire recovery and sediment/erosion mitigation work.	
11	Valid Archeological certification to perform records checks, surveys, and submit CAL(s) or CAA(s).	



CARCD Post Fire Treatment Areas

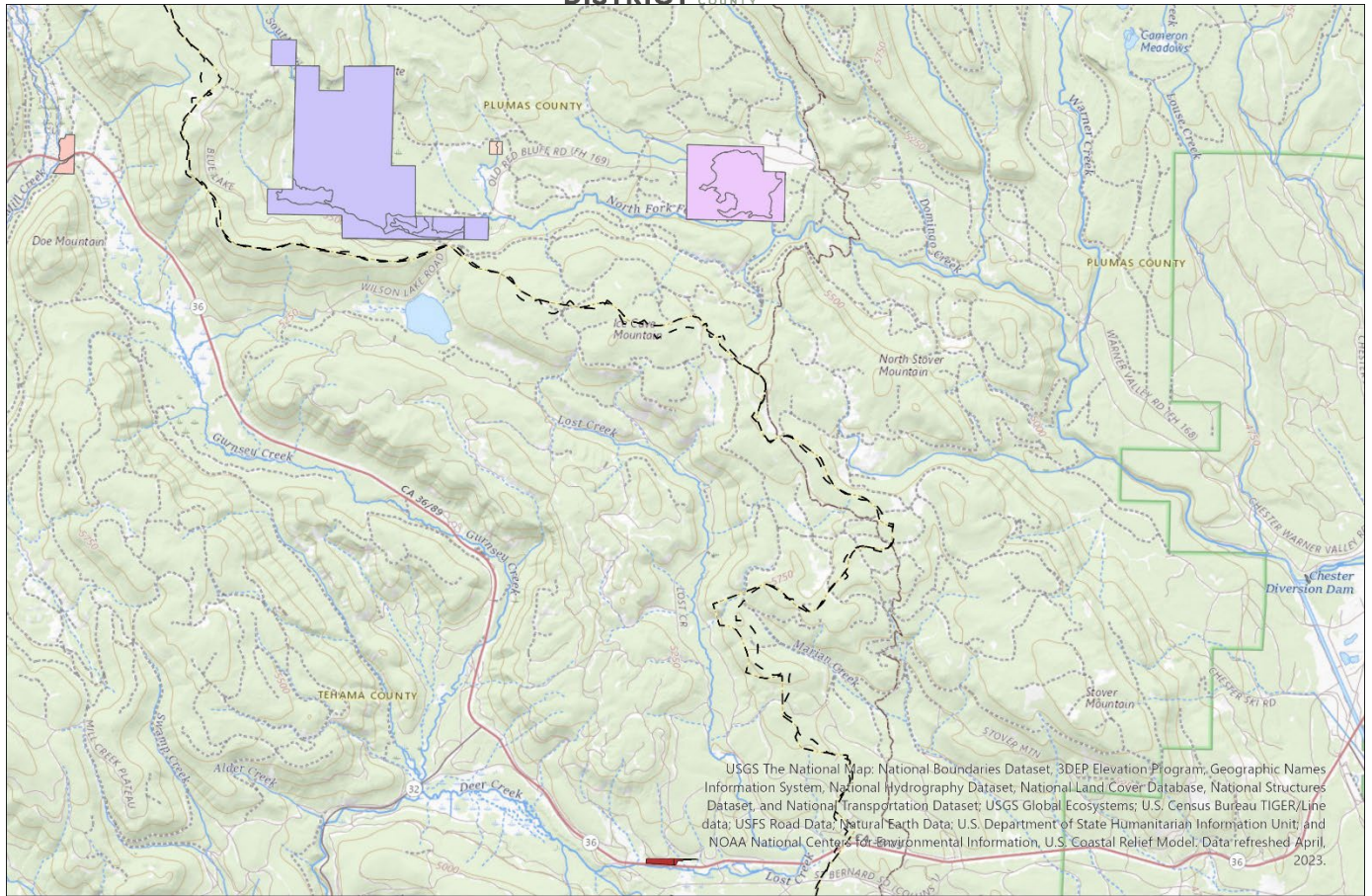
Plumas County Boundary Tehama County Boundary Fire Areas

60

Miles



USGS The National Map (2023)
Tehama & Plumas Counties
Scale- 1:600,000



CARCD Post Fire Eastside Identified Landowners



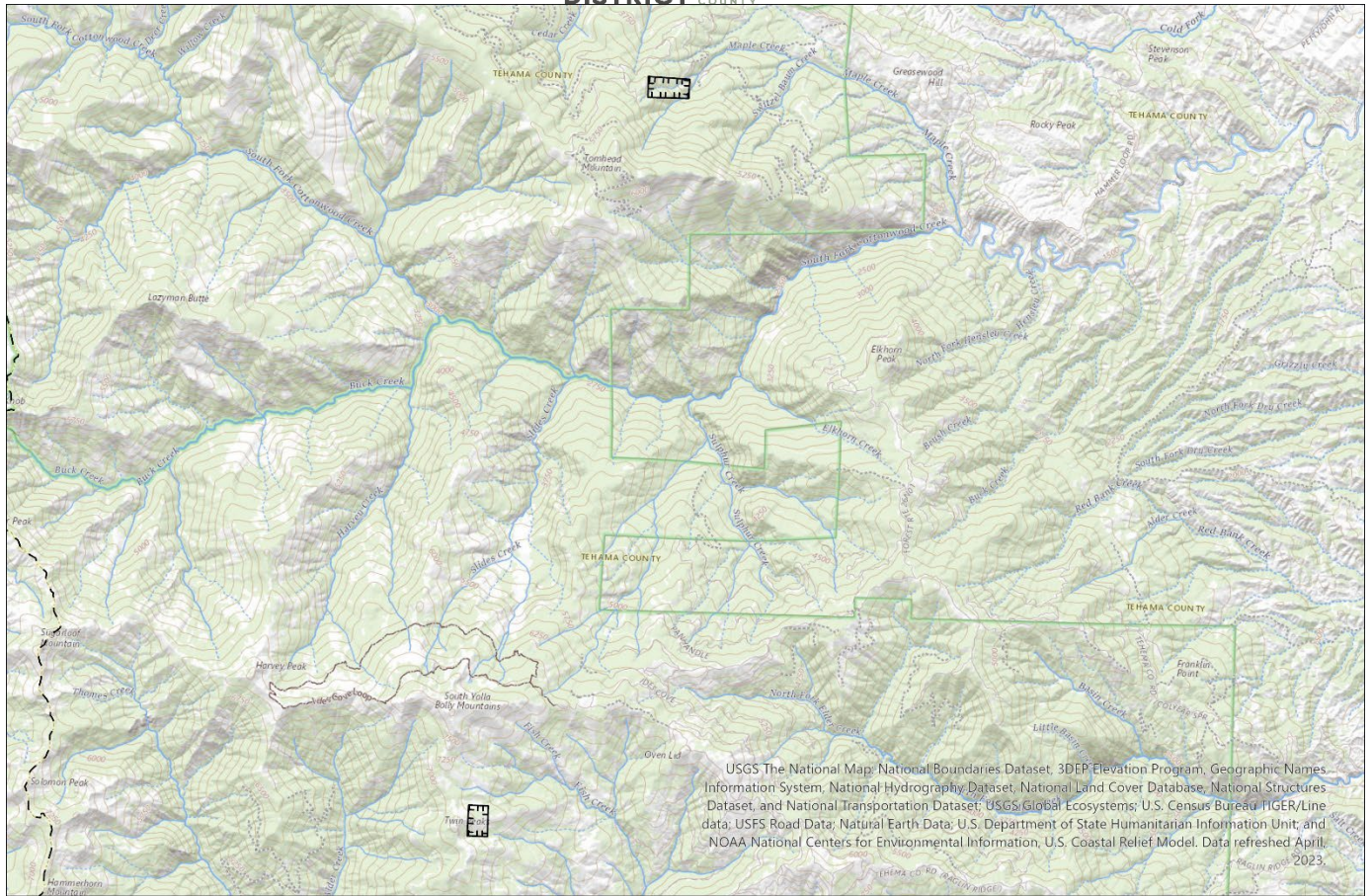
- | | | |
|----------------------|-----------------------|------------------------|
| Ward Place | Stump Ranch | Circle S Ranch |
| Tom(Buzzard Springs) | Feather River Meadows | Tehama County Boundary |
| | | Plumas County Boundary |

8

Miles



USGS The National Map (2023)
Tehama & Plumas Counties
Scale- 1:80,000



CARCD Post Fire Westside Identified Landowners



Jones Parcel



Jennings Cabin



Tehama County Boundary

10

Miles



USGS The National Map (2023)
Tehama County
Scale: 1:100,000



CONSULTING AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on this DAY of MONTH, YEAR, by and between the RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY (RCDTC), a subdivision of the State of California, hereinafter referred to as “RCDTC,” and XXX, hereinafter referred to as “CONSULTANT.”

RECITALS

THIS AGREEMENT is entered into with reference to and in contemplation of the following facts:

- A. RCDTC has been granted funding through CARCD to provide services to complete post-fire recovery. (Project).
- B. RCDTC desires to retain CONSULTANT to assist with preparing fuel reduction treatments for post fire recovery, herbicide recommendations and reforestation plans, by reason of CONSULTANT’s qualifications and experience in performing the services required.
- C. CONSULTANT desires to provide the required services on the terms and in the manner set forth in this Agreement.

NOW, THEREFORE, incorporating the foregoing recitals and all terms in the request for qualifications, and in consideration of the mutual promises, obligations and covenants contained in this Agreement, RCDTC and CONSULTANT agree as follows:

1. PROJECT COORDINATION

(a) RCDTC. The District Manager of RCDTC is Jon Barrett, who is the representative of RCDTC for all purposes under this Agreement. Seronica Biggs is designated as the Project Manager for the RCDTC and shall supervise the progress and execution of this Agreement.

(b) CONSULTANT. CONSULTANT shall assign a single person to have overall responsibility for the progress and execution of this Agreement for CONSULTANT, and to be CONSULTANT’s representative for all purposes under this Agreement. XXX hereby is designated as the Project Director for CONSULTANT. Additionally, the CONSULTANT shall assign a single person to serve as CONSULTANT’s Project Manager to direct day-to-day technical work activities. The Project Director and Project Manager may not be replaced or substituted without the prior written consent of RCDTC’s District Manager, whose consent shall not be unreasonably withheld.

2. DUTIES OF CONSULTANT

(a) Services to be furnished. CONSULTANT shall provide all specified services as set forth in, and in strict compliance with **Exhibit A--Scope of Work** which is attached to this Agreement and incorporated herein by this reference. Time is of the essence of each and every obligation calendared in **Exhibit A**. The Scope of Work may be modified by mutual written consent of the RCDTC and CONSULTANT.

(b) Further Obligations. CONSULTANT shall:



- i) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incident to the due and lawful prosecution of the services to be performed by CONSULTANT under this Agreement);
- ii) Keep itself fully informed of all existing and possible future federal, state, and local laws, ordinances, regulations, orders, and decrees that may affect those engaged or employed under this Agreement, any materials used in CONSULTANT's performance under this Agreement, or the conduct of the services under this Agreement;
- iii) At all times observe and comply with, and cause all of its subcontractors and employees, if any, to observe and comply with, all of said laws, ordinances, regulations, orders, and decrees mentioned above; and
- iv) Immediately report to the Project Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.
- v) To the best of its ability, conform to and abide by those obligations and burdens placed upon RCDTC by CARCD in that certain Agreement referred to in **Exhibit B—Grant Agreement Between CARCD and RCDTC** herein.

(c) Release of Reports and Information. Any reports, information, data, or other material given to, or prepared or assembled by, CONSULTANT, its subcontractors, if any, under this Agreement shall be the property of RCDTC and shall not be made available to any individual or organization by CONSULTANT or its subcontractors, if any, without the prior written approval of RCDTC and CONSULTANT.

(d) Qualifications of CONSULTANT. CONSULTANT represents that it is qualified to furnish the services described in this Agreement.

3. COMPENSATION

(a) For the full performance of the services described in this Agreement by CONSULTANT RCDTC shall pay CONSULTANT \$_____ per hour of services billed.

(b) CONSULTANT shall be paid, not to exceed \$_____, for all services rendered under this agreement by way of monthly invoicing. CONSULTANT shall not be entitled to payment or reimbursement for any tasks or services performed except as specified in the scope of works.

(c) In the event that the grant funding on which this Agreement relies is materially reduced or made unavailable, despite the parties' understandings and expectations that no such funding disruptions will occur, this Agreement will terminate immediately upon notice of such funding disruption by RCDTC to CONSULTANT. **In the event of termination of the project, all of contractor's work up to that date will be compensated.**

(d) In the event that RCDTC's funding agreement requires retainage, RCDTC may retain an amount equal to ten percent (10%) of the total invoiced amount as reflected in the final submitted invoice which shall represent ten percent (10%) of the total contract amount until completion of the Project to the reasonable satisfaction of RCDTC and Point Blue. This ten percent (10%) retention shall be reflected in the final invoice for the project by CONSULTANT and shall not be reflected on any prior invoices.



4. TERM.

The services to be performed under this Agreement shall commence on November 1st, 2023 and shall continue until this Agreement is terminated by either party according to the terms of this Agreement or until completion of the grant, March 1, 2027.

5. SUSPENSION AND TERMINATION

(a) Right to Suspend or Terminate. RCDTC may suspend or terminate this Agreement for any reason with or without cause by giving fifteen (15) days written notice to CONSULTANT. On receipt of such notice, CONSULTANT shall immediately discontinue its performance under this Agreement.

(b) Payment. On such suspension or termination, CONSULTANT shall be paid for all services actually rendered to RCDTC to the date of the suspension or termination; provided, however if this Agreement is suspended or terminated for fault of CONSULTANT, RCDTC shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of benefit to RCDTC.

i. The invoice shall contain the following information:

- The word "INVOICE" shall appear in a prominent location at the top of page(s);
- Printed name of the CONSULTANT;
- Business address of the CONSULTANT, including P.O. Box, City, State, and Zip Code;
- The date of the invoice;
- The number of the Agreement upon which the claim is based; and
- An itemized account of the work for which the RCDTC is being billed;
- The time period covered by the invoice, i.e., the term "from" and "to";
- A brief description of the work performed;
- The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the CONSULTANT under the terms of this Agreement; and
- Original signature of CONSULTANT

(c) Return of Materials. On such suspension or termination, CONSULTANT shall, on written demand, turn over to the District Manager as expeditiously as possible any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its subcontractors, if any, or given to CONSULTANT or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of RCDTC. CONSULTANT, however, shall not be liable for RCDTC's use of incomplete materials or for RCDTC's use of complete documents if used for other than the Project contemplated by this Agreement.

6. ASSIGNMENT

CONSULTANT shall not assign, transfer, convey, or otherwise dispose of this Agreement or any right, title, or interest in or to the same or any part thereof, nor delegate its duties under this Agreement, without the prior written consent of RCDTC, which consent may not be unreasonably withheld. A consent to one assignment shall not be deemed to be a consent to any subsequent assignment. This Agreement and



any interest herein shall not be assignable by operation of law without the prior written consent of the other party.

7. SUBCONTRACTORS; EMPLOYEES

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT under this Agreement. No subcontractor of CONSULTANT will be recognized by RCDTC as such; rather, all subcontractors are deemed to be under the complete control of CONSULTANT, and CONSULTANT agrees to be responsible for their performance. CONSULTANT shall assure the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of CONSULTANT fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or unprofessional, he/she may be discharged immediately from the work under this Agreement at the discretion of RCDTC's Project Manager.

8. COMPLIANCE WITH LABOR CODE REQUIRMENTS/PREVAILING WAGES

The work herein described may fall into the category of public works projects for Federal and State requirements. CONSULTANT shall abide by applicable Federal and State laws concerning the payment of prevailing wages (Labor Code Section 1720 et seq., including Sections 1771.5, 1720.4 and 1813; Public Resources Code Section 75075). The terms of this provision shall apply to any subcontracted labor used in the execution of this agreement. **CONSULTANT** is required to comply with all of the terms and conditions (including Federal and State General Prevailing Wage requirements) prescribed for contractors performing public works projects.

The California General Prevailing Wage determinations for crafts associated with public works projects shall apply to this project. In all instances where Federal and State Prevailing Wages for a given craft differ, the higher Prevailing Wage shall be paid. It shall be mandatory upon the CONSULTANT and all subcontractors to pay not less than the said specified rates to all workers employed by them in the performance of this Agreement. It shall also be mandatory upon the CONSULTANT and all subcontractors to comply with all other California Labor Code or Federal requirements, which include, but are not limited to, required reporting, payment of fringe benefits, the employment of apprentices, hours of labor, jobsite posting requirements, retention of payroll records and debarment of contractors and subcontractors, to the extent applicable. Copies of Certified Payroll reports for all Prevailing Wage payroll paid by the CONSULTANT and any subcontractors shall be provided in a timely manner to RCDTC. RCDTC may withhold all or part of applicable progress or final payments for the failure to submit complete and correct certified payrolls and related labor compliance documentation. Final payment may be withheld pending receipt and review of all Certified Payroll reports and all other required labor compliance documents.

To the extent applicable CONSULTANT agrees to comply with Labor Code Sections 1777.5 and 1777.6, and 3077 et seq., each of which is incorporated by reference into this Agreement. In summary, these sections require that CONSULTANTS and subcontractors employ apprentices in apprenticeable occupations in ratio of not less than one (1) hour worked by an apprentice for each five (5) hours worked by a journeyman, unless an exemption is granted, and that CONSULTANTS and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Labor Code Section 3077, which provides that an apprentice is to be at least 16 years of age. Only apprentices who are in training under written apprenticeship agreements shall be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions for all apprenticeable occupation's rests with CONSULTANT.



CONSULTANT agrees, in accordance with Section 1771.1 of the California Labor Code, that CONSULTANT or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No CONSULTANT or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No CONSULTANT or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code that any call for bids and contract documents related to this agreement shall specify the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. At a minimum, Contractor shall ensure compliance as follows:

1. The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.
2. Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:
 - a. At least monthly or more frequently if specified in the contract with the awarding body.
 - b. In a format prescribed by the Labor Commissioner.
3. The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.
4. The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (1) of this section if either of the following occurs:
 - a. The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.
 - b. The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.
5. The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.
6. The requirements of paragraph (3) of subdivision (a) shall only apply to the following projects:
 - a. Projects that were subject to a requirement to furnish records to the Compliance Monitoring Unit pursuant to Section 16461 of Title 8 of the California Code of Regulations, prior to the effective date of this section.
 - b. Projects for which the initial contract is awarded on or after April 1, 2015.



- c. Any other ongoing project in which the Labor Commissioner directs the contractors or subcontractors on the project to furnish records in accordance with paragraph (3) of subdivision (a).
- d. All projects, whether new or ongoing, on or after January 1, 2016.

9. NOTICES

All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, by overnight delivery or by facsimile.

Notices required to be given to RCDTC shall be addressed as follows:

Seronica Biggs, District Forester, RPF #3221
Resource Conservation District of Tehama County
PO Box 1232
Red Bluff, CA 96080
530-727-1280

Notices required to be given to CONSULTANT shall be addressed as follows:

XXX

A party may change its address for notices by giving notice in writing to the other party, and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received on the earlier of personal delivery, or if mailed, on the expiration of 48 hours after being deposited in the United States Mail or on the delivery date or attempted delivery date shown on the return receipt, air bill, or facsimile.

10. INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement. CONSULTANT further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of RCDTC. It is expressly agreed that, in the performance of the services under this Agreement, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of RCDTC.

11. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to protect, defend, indemnify, and save harmless RCDTC and its officers, officials, employees, and volunteers from and against all claims, demands, and causes of action by Contractor's employees or third parties on account of personal injury or death or on account of property damages arising out of the work to be performed by Contractor hereunder and resulting from the negligent act or omissions of Contractor, Contractor's agents, employees, or Subcontractors. These defense and indemnity obligations shall survive the



termination or completion of this agreement and are in addition to, and not limited by, the Insurance obligations in the agreement.

The Contractor shall require in a written contract and verify that all Subcontractors maintain Indemnity and Insurance applicable to their scope of work meeting all the Indemnity and Insurance requirements of the Contractor under this contract and shall also require its subcontractors provide endorsements and proof of such upon request to RCDTC that:

- (1) Name RCDTC as an additional insured;
- (2) Agree that the subcontractor's coverage shall be primary and shall not require contribution from RCDTC's insurance or self-insurance program, and
- (3) Waive subrogation rights in favor of RCDTC.

12. INSURANCE

- Commercial General Liability (CGL). During the term of this Agreement, CONSULTANT shall maintain in effect a policy of comprehensive general liability insurance, including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately or to this project/location or the general aggregate limit shall be twice the required occurrence limit. The policy so maintained by CONSULTANT shall name the RCDTC and CARCD as additional insureds.
- Automobile Liability. Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.
- Workers Compensation Insurance. During the term of this Agreement, CONSULTANT shall maintain Workers Compensation insurance in the form of an endorsement, of the insurance for all persons employed by CONSULTANT for work under this Agreement. . as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.
- Professional Liability (Contractor/Professional services standard agreement only). If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, RCDTC shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

- Endorsements: Additional Insureds. The Commercial General Liability and Automobile Liability policies shall include or be endorsed to include "Resource Conservation District of Tehama County, its officials, officers, employees and volunteers" as an additional insured. The full limits available to the named insured shall also be available and applicable to the Additional Insured.

The certificate holder shall be "Resource Conservation District of Tehama County."



- Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, RCDTC. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to RCDTC and will be the sole responsibility of Contractor.
- Primary Insurance Coverage. For any claims related to this agreement, Contractor's insurance coverage shall be primary insurance as respects the RCDTC, its officers, officials, employees and volunteers. The effective coverage and limits shall be either the minimum coverage and limits stated herein or the broader coverage and maximum limits of the coverage carried by or available to the named insureds, whichever is greater. Any insurance or self-insurance maintained by RCDTC, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- Coverage Cancellation. Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to RCDTC."
- Acceptability of Insurers. Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to RCDTC. RCDTC reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.
- Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.
Contractor shall require and verify that all subcontractors' Commercial General Liability and Automobile Liability policies shall include or be endorsed to include "Resource Conservation District of Tehama County, its officials, officers, employees and volunteers" as an additional insured.
When contracting with subcontractors, Contractor shall require that the full limits available to the named insured shall also be available and applicable to the Additional Insured.
- Material Breach. If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. RCDTC, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, RCDTC may purchase such required insurance coverage, and without further notice to Contractor, RCDTC may deduct from sums due to Contractor any premium costs advanced by RCDTC for such insurance.
- Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- Verification of Coverage. Contractor shall furnish RCDTC with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the RCDTC prior to RCDTC signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.
- Cost of Insurance. The cost of all insurance required under the terms of this Agreement shall be the sole responsibility of CONSULTANT.

13. AGREEMENT BINDING

The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

14. WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law.



15. MEDIATION/ARBITRATION

If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association (“AAA”) under its Construction Industry Mediation Procedures adopted by the AAA at the time of the dispute before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the AAA in accordance with its Construction Industry Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Claims shall be heard by a panel of three arbitrators. Within 15 days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The place of arbitration shall be Red Bluff, California unless otherwise mutually agreed to by the parties. The arbitration shall be governed by the laws of the State of California. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. In making determinations regarding the scope of exchange of electronic information, the arbitrator(s) and the parties agree to be guided by The Sedona Principles, Third Edition: Best Practices, Recommendations & Principles for Addressing Electronic Document Production. The award shall be made within 90 calendar days of the filing of the notice of intention to arbitrate (demand), and the arbitrator(s) shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by the arbitrator for good cause shown, or by mutual agreement of the parties. Each party shall bear its own costs and expenses and an equal share of the arbitrators and administrative fees of arbitration. The award of the arbitrators shall be accompanied by a reasoned opinion. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

16. EQUAL OPPORTUNITY

CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, natural origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. CONSULTANT shall also comply with all relevant portions of RCDTC’s Affirmative Action Plan, or other related programs or guidelines currently in effect or enacted at a later time.

17. TRAVEL AND PER DIEM

There will not be any form of reimbursement for travel or per diem.

18. UNENFORCEABLE PROVISION



In the event that any provision of this Agreement is unenforceable or is held to be unenforceable then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.

19. PERMITS, CONTRACTING, DEBARMENT

CONSULTANT shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." CONSULTANT shall not contract with any individual or organization on USEPA's list of violating facilities. (40 CFR part 31.35, Government Code 4477). CONSULTANT certifies to the best of its knowledge and belief that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or grantee; (b) have not within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a civil offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offense enumerated in Paragraph (b) of this certification; and (d) have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

20. INTEGRATION

This Agreement supersedes all previous agreements or understandings and constitutes the entire understanding between parties with respect to the above-referenced services, terms of compensation, and otherwise. This Agreement shall not be amended except in writing and signed by an authorized representative of both parties.

IN WITNESS WHEREOF, RCDTC and CONSULTANT have executed this Agreement the day and year first above written.

RCDTC

CONSULTANT

Jon Barrett, District Manager
RCD of Tehama County

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