



G L E N N C O U N T Y

RESOURCE CONSERVATION DISTRICT

To: Public Records Requestors

From: Kandi Manhart-Belding, Executive Officer

Date: June 19, 2023

Re: Request for Proposals (RFP) Contractor to provide Mechanical Fuels Treatment on 40 Acres in Fuels Reduction Project, Office Issued May 30, 2023 for Elk Creek Fuel Break Fuels Reduction Project

For full RFP and Project information visit Glenn County RCD website:
<https://www.glenncountyrcd.org/rfps-request-for-proposals>

The Review Committee met June 12, 2023 as noted in RFP and conducted review of submitted proposers as described in the RFP.

The Glenn County Resource Conservation District Board of Directors met June 19, 2023 as noted in RFP and considered approval of contract award and agreement with Cook Construction Engineering Partnership. The agenda item was approved as presented.

Please contact me via email at kandi@glenncountyrcd.org if you have questions.

Kandi Manhart-Belding
Executive Officer



G L E N N C O U N T Y
RESOURCE CONSERVATION DISTRICT

**REQUEST FOR
PROPOSALS (RFP)**

Contractor to provide Mechanical Fuels Treatment
on 40 Acres in Fuels Reduction Project

Office Issued: May 30, 2023
Questions Due: June 6, 2023
Submission Deadline: June 9, 2023
at NOON (PST)

For an electronic version of this RFP,
go to: <https://www.glenncountyrcd.org/>
(Click on "Projects > Fuels Reduction & Fire Prevention > RFPs")

All questions should be in writing and addressed to:
Glenn County Resource Conservation District
Attention: Kandi Manhart, Executive Officer
132 N. Enright Avenue, Suite C, Willows, CA 95988
Email: kandi@glenncountyrcd.org

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REQUEST FOR PROPOSALS (RFP)

Contractor to provide Mechanical Fuels Treatment on 40 Acres in Fuels Reduction Project

SECTION ONE: ACTIVITIES AND TIMELINE

**Timeline subject to change, proper notifications will occur*

- **Release of office issued RFP – May 30, 2023**
- **On-site Visit – None; see maps for aerial view**
- **Deadline for receiving all questions in writing – June 6, 2023**
- **RCD to post responses to all questions received on website – June 7, 2023**
- **Submission deadline for RFP proposals to be received by RCD – June 9, 2023, at NOON (PST)**
- **Review Committee evaluates and ranks proposals – June 12, 2023**
- **Notice of contract award – June 13, 2023**
- **RCD Board of Directors consider approval of contract award and agreement at RCD Meeting – June 19, 2023**
- **Deadline for filing protests – June 29, 2023**
- **RCD Board of Directors review protests at special RCD Meeting – June 30, 2023**
- **Project Start Date (Tentative) – July 1, 2023**
- **Project End Date / 100% Completion Date – December 31, 2023**

SECTION TWO: GENERAL RFP SUMMARY

The Glenn County Resource Conservation District is seeking proposals from qualified individuals to conduct work detailed in this Request for Proposals (RFP).

In a 45-Day Report to Governor Gavin Newsom in response to Executive Order N-05-19, CAL FIRE systematically identified 35 high priority fuels reduction projects and other measures to immediately begin to protect over 200 of California's most wildfire-vulnerable communities and put the state on a path toward long-term wildfire prevention and forest health. One of those high priority fuels reduction projects is: Elk Creek Fuel Break Fuels Reduction Project.

This RFP is for only one part of the larger 840 acre Project site. The Project will be mechanical treatment to an estimated 40 acres of heavy brush area on private lands. This Project site area is remote and not easily accessible.

SECTION THREE: PROGRAM BACKGROUND AND OVERVIEW

The Project site is located west of Interstate 5 and east of Mendocino National Forest, in unincorporated Glenn County. The site is located approximately 1.5 hours north of Sacramento, west of I-5, and sits on the western side of the Sacramento Valley. The entire Project site is located on private lands in a remote and not easily accessible area.

Fire history demonstrates that wildfires in this vicinity grew rapidly, and wildfires can become large, moving quickly. Over the past 10 years, at least five major fires have impacted Elk Creek and surrounding communities. First responder response times for emergency equipment are extended due to the minimal resources in the area. This Project aims to protect the communities and first responders.

Fuels in the Project site include grass and oak woodlands with heavy components of brush.

SECTION FOUR: SCOPE OF SERVICES

The Glenn County RCD is implementing this Project under a Standard Agreement #2CA04912 between the State of California Department of Forestry and Fire Protection (CAL FIRE) and Glenn County RCD. It is the intent of these specifications, terms, and conditions to describe the services Glenn County RCD is seeking as the Glenn County RCD intends to award a contract to the proposer who best meets the Glenn County RCD requirements. Familiarity of this Project and Project area is preferred.

- **Project Start Date (Tentative) - July 1, 2023**
- **Project End Date / 100% Completion Date - December 31, 2023**

A. SPECIFICATIONS & TREATMENT PRESCRIPTION

Elk Creek Fuel Break Fuels Reduction Project

Fuel Treatments for this Project

Treatment	# Acres
Mastication Woody Vegetation Treatment	~ 40

This Project may consist of an estimated 40 acres the contractor may mechanically cut, shred and/or chip vegetation, using a power cutting head, into residue pieces often less than six (6) inches (15.2 cm) in size, but commonly up to four (4) feet (1.2 m) in length. No piece size two (2) feet (.6 m) in length or longer shall have a diameter exceeding three (3) inches (7.6 cm) in thickness. No individual pieces of slash or vegetative debris shall be greater than six (6) feet (1.8m) in length. Masticated material is to be completely cut from the stem, with stubs not exceeding six (6) inches above ground level. All woody vegetation less than 8 inches dbh will be treated.

Contractor may masticate all brush, trees less than 10 inches dbh, snags less than 15 inches dbh, and down logs less than 15 inches in diameter and 10 feet in length.

Trees and brush shall be completely severed from the stump. Stump height shall not be over six (6) inches (7.6 cm) or three (3) inches (20.3 cm) above natural obstacles. All existing down slash shall be shredded.

Trees and brush less than one (1) foot height are not required to be shredded/masticated.

GENERAL CONDITIONS

1. The contractor(s) and their employees shall take reasonable action to prevent and suppress wildfire. Further, the contractor(s), in all phases of operations, shall protect insofar as practicable: all land survey corners, telephone lines, ditches, fences, and other improvements. If the contractor's operations damage such improvements under the contract, the contractor(s) shall restore these improvements immediately to the condition existing immediately prior to operations.
2. The contractor(s) shall comply with the rules and regulations governing operation on premises that are occupied, and the contractor(s) shall perform the contract in a manner that will not interrupt or interfere with other operations, including residence.

3. Contractor(s) and their employees shall take immediate and independent action to prevent and suppress wildfires in the Project Area. Contractor(s) shall follow all applicable state fire regulations. Listed below are specific fire precautionary measures which shall be applicable and are included or in addition to state fire regulations. Unless otherwise agreed in writing by the Glenn County RCD or designee, contractor(s) shall:
 - a) maintain effective muffler systems or approved spark arresters on exhausts of all internal combustion engines used in contractor's operations;
 - b) furnish and maintain in quantities and at locations to be determined by the Glenn County RCD or designee, tool boxes, fire extinguishers and fire tools to be used only for suppressing wildfires. Glenn County RCD or designee shall approve tools and fire extinguishers to be used;
 - c) on designated very high fire danger days, remain on the Project area for at least two (2) hours after cutting to be sure that a fire has not started.
4. Should Project activities reveal cultural, tribal, or archaeological resources, work shall cease within 100 feet of the discovery and appropriate entities will be contacted.

Management Requirements:

Control Areas

Unless otherwise agreed, no operations shall occur within areas flagged by Glenn County RCD or "Noxious Weeds" flagging.

Noxious Weeds

All equipment must be free of soil, mud (wet or dried), seeds, vegetative matter or other debris that could contain seeds in order to prevent new infestations of noxious weeds in the Project area. Dust or very light dirt which would not contain weed seed is not a concern.

Watershed Best Management Practices (BMPs)

Servicing, Refueling, and Cleaning Equipment and Parking/Staging Areas:

Allow temporary refueling and servicing only at approved sites designated by Glenn County RCD. Rehabilitate temporary staging, parking, and refueling/servicing areas immediately following use. Report spills and initiate appropriate clean-up action in accordance with applicable State and Federal laws, rules and regulations. Remove contaminated soil and other material from the Project area and dispose of this material in a manner according to controlling regulations.

Equipment Specifications:

Equipment shall be furnished on a fully operational basis, of modern design, and in good operating condition, with a competent, fully qualified operator.

- a) All equipment must be in good running condition with no excessive fluid leaks or overheating. The contractor shall be responsible for all fuel, lubrication, repair, and replacement for equipment.

Road Use:

All roads leading into Project area are to be kept open and free of any debris that may occur as a result of the work. All roads shall be left as in original form.

SECTION FIVE: MINIMUM QUALIFICATIONS

Proposer, proposer's principal, and/or proposer's staff, including sub-contractor(s), shall have been regularly engaged in the Project task items contained in Section Four: Scope of Services within similar environments for a minimum of three (3) years. Familiarity of this Project and Project area is preferred.

Proposer and all proposer sub-contractor(s) shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

Proposer shall furnish all labor, equipment, supervision, transportation, supplies and incidentals to perform all work necessary.

SECTION SIX: PROPOSAL PACKAGE REQUIREMENTS

A. PROPOSAL FORMAT

Proposals are to be straightforward, clear, concise and responsive to the information requested. In order for proposals to be considered complete, proposers must provide all requested information including signed by the proposer and proposer's principle.

Each proposer must submit one (1) original proposal and three (3) copies, as well as an electronic copy (e.g. PDF file) via email, if possible.

B. PROPOSAL ELEMENTS

1. Qualifications and Experience

Provide an overview of qualifications and experience with similar projects and comparable work on comparable sites. Be sure to describe items contained in

Section Five: Minimum Qualifications. Describe ability to coordinate with both field personnel and project managers. Include items such as successfully completing projects, meeting project timelines, challenges faced and how you overcame them, etc. Familiarity of this Project and Project area is preferred.

Proposer shall provide all documentation of current permits, licenses, and professional credentials necessary to perform services as specified under this RFP. Include copies in the proposal.

2. References

Include at least three (3) different, unique references who can speak to your proposer's performance and capability on these types of projects. Include the following information: Date(s) of Project Work, Reference Name, Contact Information, Project Name, and Brief Description of Project.

3. Approach

Describe approach to providing services needed to accomplish Section Four: Scope of Services in a high quality, cost-effective, environmentally sound and timely manner. Demonstrate a thorough conceptual and technical understanding of the purpose and scope of the Project. If planning to sub-contract out for any services, identify which items and include previous working relationships on projects or demonstrate ability to educate and/or train the sub-contractor(s).

4. Staff to be Assigned

Provide a staff organization chart and identify the roles and responsibilities to be fulfilled by each staff or sub-contractor(s).

5. Cost

Provide a cost per acre for this Project as identified in this RFP. Contractor shall furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully implement this Project in a cost per acre format.

Treatment	# Acres
Mastication Woody Vegetation Treatment	~ 40

SECTION SEVEN: RFP PROCESS

A. SUBMITTAL OF PROPOSALS

Sealed proposals must be received at the Glenn County RCD's Office, **NO LATER THAN June 9, 2023 at NOON.**

Each proposer must submit one (1) original proposal and three (3) copies, as well as an electronic copy (e.g. PDF file) via email, if possible.

Proposals are to be addressed as follows:

**Glenn County Resource Conservation District
RFP Elk Creek Fuel Break
Attention: Kandi Manhart, Executive Officer
132 N. Enright Avenue, Suite C, Willows, CA 95988
Email: kandi@glenncountyrcd.org**

Proposer's name and return address must also appear on the envelope.

Proposals will be received only at the address shown above, and must be received by the time indicated. It is the sole responsibility of the proposer to send or deliver its proposal so that it is received by the time and date required, regardless of postmark. Any proposal received after said time and/or date or at a place other than the stated address, cannot be considered and **will not be accepted**. No facsimile (fax) proposals will be considered. The Glenn County RCD date and time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals.

B. SUBMITTER'S QUESTIONS

Questions regarding the RFP must be submitted exclusively in writing to the Glenn County RCD by **June 6, 2023**. Except for questions that might render the award of this contract invalid, the Glenn County RCD will not respond to any questions submitted after this time. The Glenn County RCD will use an addendum to the RFP to post any questions received, along with written responses, on the Glenn County RCD website, www.glenncountyrcd.org, (Click on "Projects > Fuels Reduction & Fire Prevention > RFPs"). **It is the responsibility of the proposers to check the Glenn County RCD website to review the questions and responses.** Any oral responses to questions are not binding on the Glenn County RCD.

Questions should be addressed to:

Glenn County Resource Conservation District
Attention: Kandi Manhart, Executive Officer
132 N. Enright Avenue, Suite C, Willows, CA 95988

-OR-

Email: kandi@glenncountyrcd.org

C. COSTS OF DEVELOPING THE PROPOSAL

All costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by the Glenn County RCD.

D. PROPOSAL TERMS AND CONDITIONS

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions of the RFP. By the signature and submission of a proposal, the proposer certifies that if awarded a contract, proposer will make no claim against the Glenn County RCD based upon ignorance of or misunderstanding of the specifications.

Each proposer shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the completion of negotiations.

By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the Glenn County RCD option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified in this RFP, it may be rejected, unless the Glenn County RCD determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The Glenn County RCD may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or may waive such deficiency, whichever is most advantageous to the Glenn County RCD.

E. PERFORMANCE GUARANTEE (Performance and Payment Bonds):

- A. The successful bidder (Contractor) agrees to furnish a performance bond for 100 percent of the Contract price. This bond is one that is executed in connection with a Contract to secure fulfillment of all the Contractor's obligations under such Contract.
- B. The Contractor agrees to furnish a payment bond for 100 percent of the Contract price.

This bond is one that is executed in connection with a Contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.

Contractor will provide signed copies of the following before commencement of the work:

- Payment Bond (Materials and Labor)
- Performance Bond

F. SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES

Proposals received in response to this RFP, at the Glenn County RCD discretion, may be incorporated into the awarded contract(s) and may serve as basic terms and conditions for the ultimate contract(s). Therefore, proposers are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The Glenn County RCD reserves the right to negotiate modifications or revisions to any awarded contract.

1. EVALUATION OF PROPOSALS

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contractor that best satisfies the Glenn County RCD requirements. The following describes the evaluation process and associated components. Also, see attached Proposal Evaluation Form.

2. SELECTION PROCESS

- a. The Glenn County RCD shall name, for the purpose of evaluating the proposals for this RFP, a Review Committee composed of representatives from the Glenn County RCD Board, Staff and may also elect to include as part of the Review Committee qualified representatives from other agencies or entities.
- b. Proposal documentation requirements set forth in this RFP are designed to provide guidance to proposers concerning the type of information that will be used by the Review Committee. Proposers shall be prepared to respond to requests by the Review Committee for additional items deemed necessary to assist in the evaluation process.

3. EVALUATION CRITERIA & SCORING

The Review Committee shall be responsible for performing the evaluations of each proposal. Best approach and timelines determination shall be the evaluation method used when considering criteria other than cost. Each member of the Review Committee shall rate the proposers separately. The scores of each of the Review Committee

members shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

A. Completeness of Proposal	Pass/Fail
B. Qualifications and Experience	40%
C. Approach and Timeline	30%
D. Cost	30%

See attached Proposal Evaluation Form for specific categories and criteria to be evaluated by the Review Committee.

4. AWARD

Award will be made to the qualified proposer(s) whose proposal will be most advantageous to the Glenn County RCD, with price and all other factors considered. The Glenn County RCD will negotiate with the highest ranked proposer to develop a scope of work, rates and contract for mutual satisfaction. Glenn County RCD may modify scope of work, rates and contract through normal business operations should there be unforeseen changes.

If the Glenn County RCD cannot successfully negotiate a contract with the highest ranked proposer, the Glenn County RCD will terminate negotiations and begin negotiations with the next highest ranked proposer.

Proposers are advised Glenn County RCD reserves the right to the following:

- To reject any or all proposals
- To consider historic information and fact, whether gained from the proposer's proposal or any other source, in the evaluation process; and
- The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and criteria and the Glenn County RCD is under no obligation to solicit such information if it is not included with the proposal. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.

G. OTHER REQUIREMENTS

In order to contract with the Glenn County RCD, a proposer must meet the following requirements:

- Make available to the Glenn County RCD its Federal Tax Identification Number (TIN) or Social Security Number (SSN).

- Comply with all Federal, State and local rules, regulations and policies, including but not limited to: Standard contract language of the Glenn County RCD via the Professional Services Agreement.
- Meet the requirements for audit of its expenditures if required.
- Meet the Project written and calculated reporting requirements as deemed necessary by the Glenn County RCD's funding agreement.

H. NON-DISCRIMINATION

Non-Discrimination: The contractor selected through this RFP shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law. This shall include opportunities of inclusion.

I. PROTEST PROCESS

Per Glenn County RCD, *Policy 2135.4.2.b Protest Procedure*, after the award of any bid, anyone who submitted a bid who wishes to challenge the bid procedure, the bids or the award of the bid shall file a written protest within ten (10) days of the award of the bid to the Secretary of the Board, stating the reasons for the challenge. The Board of Directors shall review the protest, as an agenized item, at a regularly scheduled Board Meeting, or by a special meeting of the Board pursuant to Government Code 54956, and provide the protestor with a written response to their issue(s).

- Written protest shall be submitted in writing to Glenn County Resource Conservation District, 132 N. Enright Avenue, Suite C, Willows, CA 95988, Attention: Kandi Manhart (Secretary of the Board) and, if available, emailed to kandi@glenncountyrcd.org.
- The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party, as well as reasons for the challenge.

Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

J. PUBLIC RECORDS ACCESS

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

Glenn County RCD agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, contract negotiations are complete and agreement approved.

SECTION EIGHT: CONTRACT INFORMATION

A. SAMPLE PROFESSIONAL SERVICES AGREEMENT

See attached Sample Professional Services Agreement

SECTION NINE: FUNDING RECOGNITION

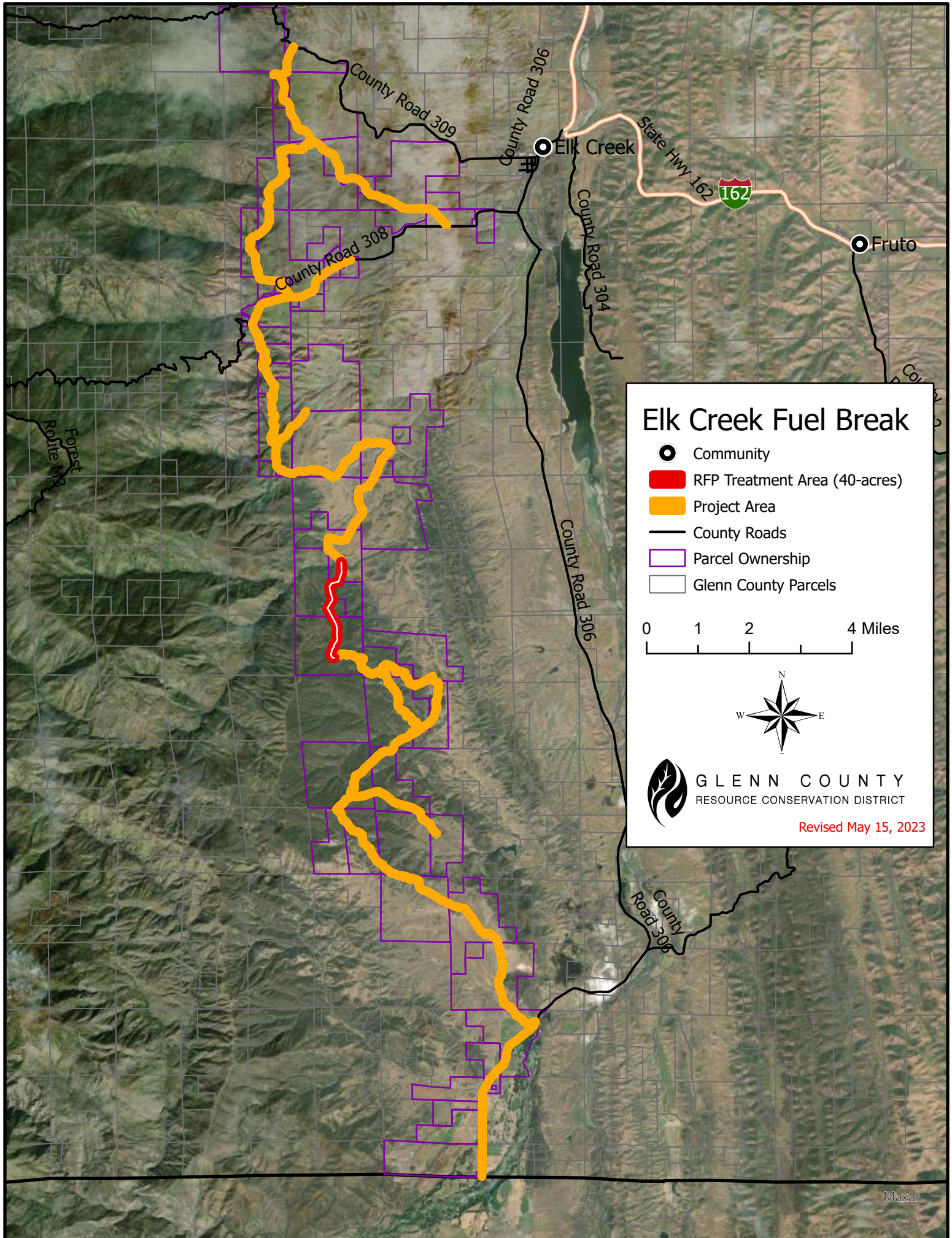


"Funding for this project provided by the California Department of Forestry and Fire Protection."

ATTACHMENTS:

- A. PROJECT MAP (Shapefiles upon request)**
- B. SAMPLE PROFESSIONAL SERVICES AGREEMENT**
- C. PROPOSAL EVALUATION FORM**

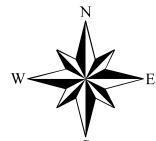
A. PROJECT MAP (Shapefiles upon request)



Elk Creek Fuel Break

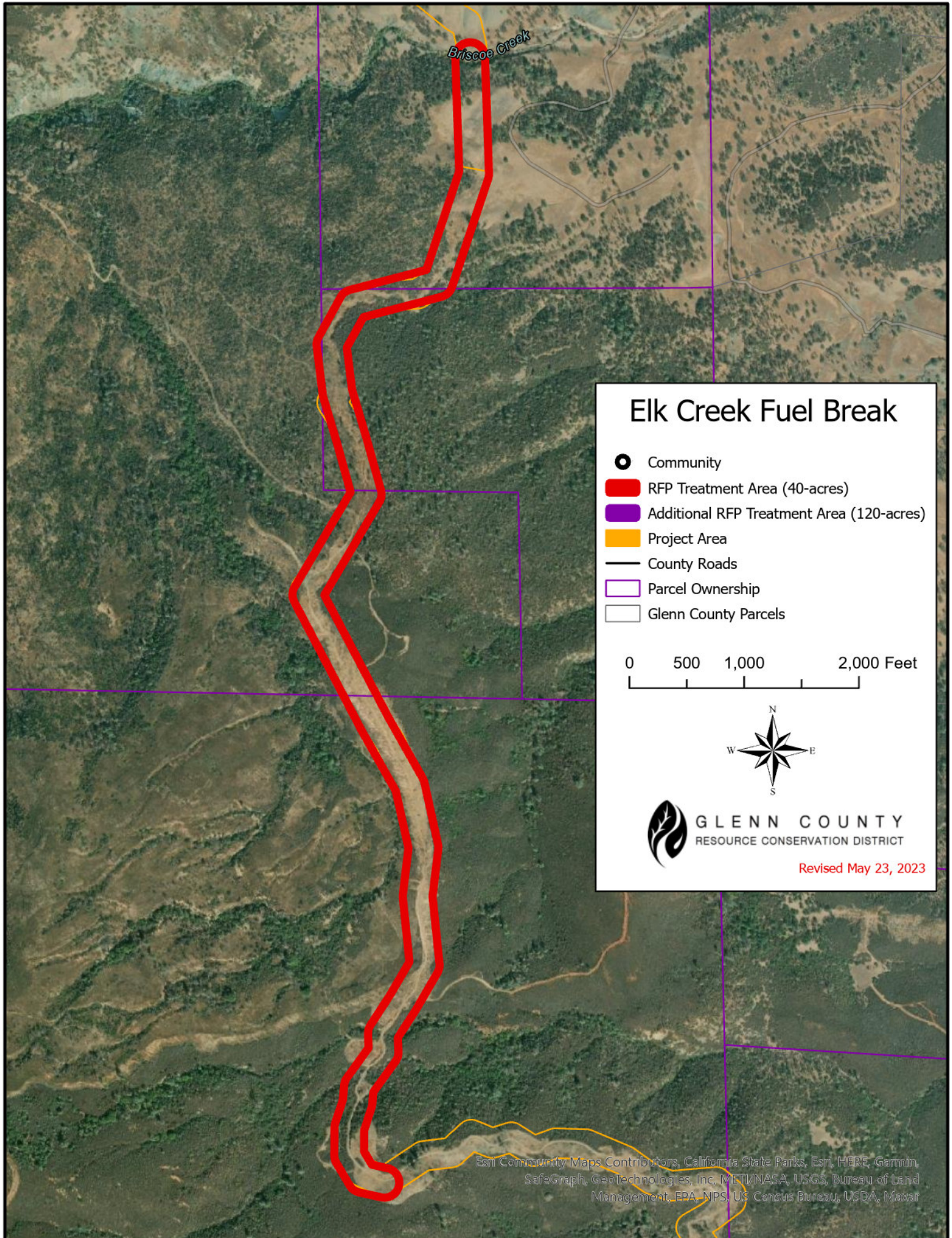
- Community
- RFP Treatment Area (40-acres)
- Project Area
- County Roads
- Parcel Ownership
- Glenn County Parcels

0 1 2 4 Miles



GLENN COUNTY
RESOURCE CONSERVATION DISTRICT

Revised May 15, 2023

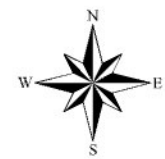


Briscoe Creek

Elk Creek Fuel Break

- Community
- RFP Treatment Area (40-acres)
- Additional RFP Treatment Area (120-acres)
- Project Area
- County Roads
- Parcel Ownership
- Glenn County Parcels

0 500 1,000 2,000 Feet



GLENN COUNTY
RESOURCE CONSERVATION DISTRICT

Revised May 23, 2023

Esri Community Maps Contributors, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, Maxar

B. SAMPLE PROFESSIONAL SERVICES AGREEMENT

SAMPLE
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ## day of MONTH, YEAR, by and between the Glenn County Resource Conservation District ("District") and COMPANY NAME with its principal place of business at CITY, California ("Contractor"). District and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties".

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain professional Contractor services required by District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **SHRED/MASTICATE MECHANICAL** services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to render such services for the **State of California Department of Forestry and Fire Protection (CAL FIRE) and Glenn County Resource Conservation District Standard Agreement #2CA04912, TGU ELK CREEK FUEL BREAK PROJECT** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Contractor services and advice on various issues affecting the decisions of District regarding the Project and on other programs and matters affecting District ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the date first specified above to **December 31, 2023**, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines unless renewal is approved with written authorization from the District's Representative, Kandi Manhart, Executive Officer.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee of District. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Contractor has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of District. In the event that District and Contractor cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to District, or who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of District.

The key personnel for performance of this Agreement are as follows:

- A. NAME, TITLE
- B. NAME, TITLE
- C. NAME, TITLE

3.2.5 District's Representative. District hereby designates **Kandi Manhart, Executive Officer**, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of District for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than District's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates **Name, Title**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, Contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and sub-Contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and sub-Contractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from District, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to District for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions. Any employee of Contractor or its sub-Contractors who is determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

(a) Time for Compliance. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors.

Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this section. In addition, Contractor shall not allow any sub-Contractor to commence work on any subcontract until it has provided evidence satisfactory to District that the sub-Contractor has secured all insurance required under this section.

(b) Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

(i) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as the latest version of the Insurance Services Office "occurrence" form CG 0001, **with minimum limits of at least \$2,000,000 per occurrence.** Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

(ii) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as the latest version of Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) **with minimum limits of \$1,000,000 each accident.**

(iii) **Contractors Pollution Liability and/or Errors & Omissions:** Applicable to the work being performed, **with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.**

(iv) **Workers' Compensation and Employer's Liability:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance **with a limit of not less than \$1,000,000 per accident for bodily injury and disease.**

(v) **Performance Guarantee (Performance and Payment Bonds):** A performance bond for 100 percent of the Contract price. This bond is one that is executed in connection with a Contract to secure fulfillment of all the Contractor's obligations under such Contract.

A payment bond for 100 percent of the Contract price. This bond is one that is executed in connection with a Contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.

Contractor will provide signed copies of the following before commencement of the work:

- Payment Bond (Materials and Labor)
- Performance Bond

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified

minimum limits of insurance and coverage shall be available to the District.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

(c) Endorsements.

(i) The policy or policies of insurance required by Section 3.2.10(b) (i) Commercial General Liability and (ii) Automobile Liability Insurance shall be endorsed to provide the following:

- (1) Additional Insured: District, its officials, officers, employees and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Endorsements shall be issued on a combination of ISO CG 20 10 and CG 20 37 or exact equivalents. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.
- (2) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the District, its officials, officers, employees and agents shall not contribute with this primary insurance.
- (3) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (4) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.

- (5) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the District, its officials, officers, employees and agents.
- (6) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the District, its officials, officers, employees and agents.
- (7) Applicability: That the coverage provided therein shall apply to the obligations assumed by Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

(ii) The policy or policies of insurance required by Section 3.2.10(b) (iii) Workers' Compensation shall be endorsed, as follows:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the District, its officials, officers, employees and agents.
- (2) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (d) Deductible. Any deductible or self-insured retention must be approved in writing by District and shall protect the District, its officials, officers, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(e) Evidence of Insurance. Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with District. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to District. District shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

(g) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

(h) Insurance for Sub-Contractors. Contractor shall be responsible for causing sub-Contractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding District as an Additional Insured to the sub-Contractor's policies.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and sub-Contractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **DOLLAR AMOUNT TEXT** dollars (\$#) without written approval of District's Executive Officer, Kandi Manhart. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to District a monthly itemized statement which indicates work completed and Services rendered by Contractor. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement and any applicable federal or state grant funds (if Project is funded wholly or partially through grant or similar funds), review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but

which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative, Kandi Manhart, Executive Officer.

3.3.5 Rate Increases. In the event that the rates set forth in Exhibit "C" may be adjusted no rates shall be adjusted without written authorization from the District's Representative, Kandi Manhart, Executive Officer.

3.3.6 Funding Requirements. It is mutually understood between the parties hereto that this Agreement may have been entered into prior to the appropriation of funds in order to avoid delays. This Agreement is valid and enforceable only if sufficient funds are made available to the District and may be terminated in the sole discretion of the District in the event funding is unavailable or reduced. This Agreement is subject to any additional restrictions, limitations, conditions or statutes enacted by the Federal government, the State or any public agency with jurisdiction that may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds or terminated at the District's discretion.

3.3.7 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Effective March 1, 2015, if the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subContractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subContractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities

related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

(a) Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to District through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(b) Effect of Termination. If this Agreement is terminated as provided herein, District may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

(c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: **COMPANY
MAILING ADDRESS
ATTN: NAME, TITLE
PHONE
EMAIL**

District: **GLENN COUNTY RESOURCE CONSERVATION DISTRICT
132 N ENRIGHT AVENUE, SUITE C
WILLOWS, CA 95988
ATTN: KANDI MANHART, EXECUTIVE OFFICER
530-934-4601 x5
KANDI@GLENNCOUNTYRCD.ORG**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

(a) Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all sub-Contractors to agree in writing that District is granted an exclusive and perpetual license for any Documents & Data the sub-Contractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by District. District shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk.

(b) Intellectual Property. In addition, District shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor under this Agreement. District shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by District, whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of District. Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of District. All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. District further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

(c) Confidentiality. Except as otherwise required by law all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of District, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the

Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District. Should Contractor receive a subpoena or court order related to this Agreement, the Services or the Project, Contractor shall immediately provide written notice of the subpoena or court order to District in order to allow District to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. Contractor shall not respond to any such subpoena or court order until notice to the District is provided as required herein, and shall cooperate with the District in responding to the subpoena or court order.

(d) Infringement Indemnification. Contractor shall defend, indemnify and hold District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and sub-Contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be

limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section 3.5.6 shall survive any expiration or termination of this Agreement.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Glenn County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Contractors. District reserves the right to employ other Contractors in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and sub-Contractors of Contractor, except as otherwise specified in this Agreement. All references to District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any sub-Contractor, employee or applicant for employment because of race, religion, color, national 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. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.23 Employment Adverse to District. Contractor shall notify District, and shall obtain District's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against District during the term of this Agreement.

3.5.24 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of District shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on District's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with District, is prohibited.

3.5.25 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.5.26 Subcontracting. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

SIGNATURES ON FOLLOWING PAGE

SAMPLE

**SIGNATURE PAGE TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE GLENN COUNTY RESOURCE CONSERVATION DISTRICT
AND
COMPANY NAME**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

GLENN RESOURCE CONSERVATION DISTRICT

COMPANY NAME

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

SAMPLE

EXHIBIT "A"
SCOPE OF SERVICES

SAMPLE

EXHIBIT "B"
SCHEDULE OF SERVICES

SAMPLE

SCHEDULE OF SERVICES

The term of this Agreement shall be from the date first specified above to **TBD**, unless earlier terminated as provided herein.

Contractor's Proposal Timeline:

SAMPLE

EXHIBIT "C"
COMPENSATION

SAMPLE

C. PROPOSAL EVALUATION FORM

Glenn County RCD's
REQUEST FOR PROPOSALS (RFP)

Contractor to provide Mechanical Fuels Treatment on 40 Acres in Fuels Reduction Project

PROPOSAL EVALUATION FORM

Each member of the Review Committee shall rate the proposers separately. The scores of each of the Review Committee members shall then be averaged to provide a total score for each of the proposers.

Date Reviewed: _____

Evaluator Name, Title, Organization: _____

Proposer Name, Title, Company: _____

Categories and Criteria to be Evaluated:

Check / Circle / Rank / Notes:

A. Completeness of Proposal	Check One: <input type="checkbox"/> PASS <input type="checkbox"/> FAIL *Must have ALL YES to PASS
Glenn County RCD received by submission deadline date and time	YES NO
Each proposer must submit: one (1) original proposal, three (3) copies proposal, and, if possible, electronic copy (e.g., PDF file) via email	YES NO
All categories fully completed? Qualifications and Experience References Approach Staff to be Assigned Cost	YES NO
Three (3) <u>different, unique</u> references including: Date(s) of Project Work, Reference Name, Contact Information, Project Name, and Brief Description of Project	YES NO
Copies provided for all documentation of current, permits, licenses, and professional credentials, as necessary for this Project.	YES NO
Signed by the submitting Proposer and Proposer's Principle	YES NO

B. Qualifications and Experience (40% - Up to 20 points)	Rank 5, most qualified Rank 1, least qualified
Overview of qualifications and experience to meet Project needs? (meets minimum qualifications, familiarity of this Project and Project area)	
Ability to coordinate with field personnel and project managers?	
Ability to successfully complete projects?	
Ability to meet planned timelines for projects?	
C. Approach and Timeline (30% - Up to 60 points)	Rank 5, most qualified Rank 1, least qualified
Approach to meet Project needs?	
High quality?	
Cost effective?	
Competitive?	
Environmentally sound?	
Timeline meets Project needs?	
Demonstrated understanding of Project Scope?	
Demonstrated understanding of Project Scope: technically sound?	
Sub-contractor(s) included?	YES NO
If yes to the above, ability to educate and/or train sub-contractor(s)? Existing relationship?	
Staff Organization	
Chart included?	YES NO

If yes to the above, are roles and responsibilities well defined for each employee and sub-contractor, if applicable?	
Non-discrimination is acknowledged.	
Staff experience to meet Glenn County RCD written and calculated project reports?	
D. Cost (30% - Up to 20 points)	Rank 5, most qualified Rank 1, least qualified
Cost per acre is identified?	
Overall cost is within Glenn County RCD budget?	
Demonstrated cash flow availability?	
Demonstrated knowledge this Project is subject to availability of grant funding?	

A. Completeness of Proposal	Pass/Fail
B. Qualifications and Experience	40%
C. Approach and Timeline	30%
D. Cost	30%

For example, scoring will be calculated as follows:

>> Maximum Points Available (Rank 5, most qualified)

Completeness of Proposal	PASS				
Qualifications and Experience	40%	x	20	Equals	8.00
Approach and Timeline	30%	x	60	Equals	18.00
Cost	30%	x	20	Equals	6.00
			100		32.00

>> Minimum Points Available (Rank 1, least qualified)

Completeness of Proposal	PASS				
Qualifications and Experience	40%	x	4	Equals	1.60
Approach and Timeline	30%	x	12	Equals	3.60
Cost	30%	x	4	Equals	1.20
			20		6.40

Completeness of Proposal	FAIL				
N/A					



G L E N N C O U N T Y

RESOURCE CONSERVATION DISTRICT

REQUEST FOR PROPOSALS (RFP)

Contractor to provide Mechanical Fuels Treatment
on 40 Acres in Fuels Reduction Project

Questions Due: June 6, 2023

Responses Posted on Website: June 7, 2023

For an electronic version,

go to: <https://www.glenncountyrcd.org/>

(Click on "Projects > Fuels Reduction & Fire Prevention > RFPs")

KEY:

Question ## (received from public, reference ##)

- Response (provided by Glenn County RCD)

Question 1

RFP states: This Project site area is remote and not easily accessible. Is there a VEHICLE access road to the project site for equipment fuel and fire suppression?

- There is a vehicle access road for high clearance, four-wheel drive vehicles only.

Question 2

What are the slope percentages in the project area? Is there a slope description?

- Approximately 10 acres of the project area has a slope less than 10 degrees, ~ 20 acres of the project area has a slope less than 20 degrees and ~ 8 acres of the project area has a slope less than 30 degrees.

Question 3

Are there any visible rock outcroppings in the project area?

- Yes, there are visible rock outcroppings.

Question 4

The RFP states 40 acres. The map shows a red project area drawing. What is the distance and width of the requested fuel break? Will the expected mastication area be flagged or marked?

- The fuel break is ~9,000' in length and 200' in width. Start and end of the project can be marked at selected contractor's request.



"Funding for this project provided by the California Department of Forestry and Fire Protection."



G L E N N C O U N T Y
R E S O U R C E C O N S E R V A T I O N D I S T R I C T

**Notice of Intent to Award
for Contractor Services to the
Glenn County Resource Conservation District**

DATE POSTED: June 13, 2023

PROJECT TITLE: Elk Creek Fuel Break Fuels Reduction Project

On June 13, 2023, Glenn County Resource Conservation District will award a contract to:
Cook Construction Engineering Partnership.

A handwritten signature in blue ink. The signature is written in a cursive, flowing style. It starts with a large 'K' for 'Kandi', followed by 'Manhart' and 'Belding' in a similar script. The ink is a vibrant blue color.

Kandi Manhart-Belding
Executive Officer

Cook Construction Engineering Partnership

	PASS / FAIL	Percent	Up to # Points	# Score Received	Points Received	Max Score
A. Completeness of Proposal	PASS					
B. Qualifications and Experience		40%	20	20	8.00	8.00
C. Approach and Timeline		30%	60	47	14.10	18.00
D. Cost		30%	20	17	5.10	6.00
Total				84.00	27.20	32.00

Glenn County RCD's

REQUEST FOR PROPOSALS (RFP)

Contractor to provide Mechanical Fuels Treatment on 40 Acres in Fuels Reduction Project

PROPOSAL EVALUATION FORM

Each member of the Review Committee shall rate the proposers separately. The scores of each of the Review Committee members shall then be averaged to provide a total score for each of the proposers.

Date Reviewed: 6/12/2023

Evaluator Name, Title, Organization: Review Committee

Proposer Name, Title, Company: Cedar Construction

Categories and Criteria to be Evaluated:

Check / Circle / Rank / Notes:

A. Completeness of Proposal	Check One: <input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL *Must have ALL YES to PASS
Glenn County RCD received by submission deadline date and time	<input checked="" type="radio"/> YES <input type="radio"/> NO
Each proposer must submit: one (1) original proposal, three (3) copies proposal, and, if possible, electronic copy (e.g., PDF file) via email	<input checked="" type="radio"/> YES <input type="radio"/> NO
All categories fully completed? Qualifications and Experience References Approach Staff to be Assigned Cost	<input checked="" type="radio"/> YES <input type="radio"/> NO
Three (3) <u>different, unique</u> references including: Date(s) of Project Work, Reference Name, Contact Information, Project Name, and Brief Description of Project	<input checked="" type="radio"/> YES <input type="radio"/> NO
Copies provided for all documentation of current, permits, licenses, and professional credentials, as necessary for this Project.	<input checked="" type="radio"/> YES <input type="radio"/> NO
Signed by the submitting Proposer and Proposer's Principle	<input checked="" type="radio"/> YES <input type="radio"/> NO

B. Qualifications and Experience (40% - Up to 20 points)	Rank 5, most qualified Rank 1, least qualified	20
Overview of qualifications and experience to meet Project needs? (meets minimum qualifications, familiarity of this Project and Project area)	5	
Ability to coordinate with field personnel and project managers?	5	
Ability to successfully complete projects?	5	
Ability to meet planned timelines for projects?	5	
C. Approach and Timeline (30% - Up to 60 points)	Rank 5, most qualified Rank 1, least qualified	47
Approach to meet Project needs?	5	
High quality?	5	
Cost effective?	4	
Competitive?	4	
Environmentally sound?	5	
Timeline meets Project needs?	4	
Demonstrated understanding of Project Scope?	5	
Demonstrated understanding of Project Scope: technically sound?	5	
Sub-contractor(s) included?	YES NO	
If yes to the above, ability to educate and/or train sub-contractor(s)? Existing relationship?	N/A	
Staff Organization		
Chart included?	YES NO	

If yes to the above, are roles and responsibilities well defined for each employee and sub-contractor, if applicable?	YES 5
Non-discrimination is acknowledged.	0
Staff experience to meet Glenn County RCD written and calculated project reports?	5
D. Cost (30% - Up to 20 points)	Rank 5, most qualified Rank 1, least qualified 17
Cost per acre is identified?	5
Overall cost is within Glenn County RCD budget?	4
Demonstrated cash flow availability?	5
Demonstrated knowledge this Project is subject to availability of grant funding?	3

- | | |
|----------------------------------|-----------|
| A. Completeness of Proposal | Pass/Fail |
| B. Qualifications and Experience | 40% |
| C. Approach and Timeline | 30% |
| D. Cost | 30% |

27.2

For example, scoring will be calculated as follows:

>> **Maximum Points Available (Rank 5, most qualified)**

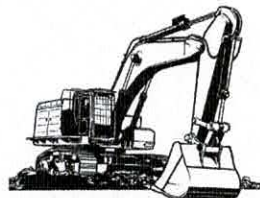
Completeness of Proposal	PASS				
Qualifications and Experience	40%	x	20	Equals	8.00
Approach and Timeline	30%	x	60	Equals	18.00
Cost	30%	x	20	Equals	6.00
			100		32.00

>> **Minimum Points Available (Rank 1, least qualified)**

Completeness of Proposal	PASS				
Qualifications and Experience	40%	x	4	Equals	1.60
Approach and Timeline	30%	x	12	Equals	3.60
Cost	30%	x	4	Equals	1.20
			20		6.40

Completeness of Proposal	FAIL				
N/A					

COOK CONSTRUCTION ENGINEERING PARTNERSHIP



General A License #1012606
Fed Tax ID #81-0788971
Small Business #1261100
DIR #1000041201
UEI #DZG2PXQLNVT4
40 Hour Hazwoper Cert. #2111141394973

June 6, 2023

40 Acre Mechanical Fuels Reduction Project

Qualifications and Experience:

Cook Construction is a small business made up of primarily family members who have worked together for over 35 years in the field of construction and fire prevention. Being a small family run company, we do not deal with outside employees who may not have a good understanding of the task at hand. When you hire our company, you know you are getting an operator on every machine with a lot of experience and understanding of the job as well as firsthand accountability. We have built roads, fuel breaks (piled for burning and mastication), ponds, domed buildings, designed water systems as well as most jobs in the field of construction. We pride ourselves in doing jobs ahead of schedule and taking the time to research every job and communicate with the people who hire us for a full understanding of the job so we get it right the first time. Communication is a huge factor in our company, we like to check in with the people we are working with a couple times a week or when there is a change in the plan that might affect the outcome of the job. We appreciate you looking at our proposal and giving us a chance to work with you!

Personnel:

*Owner Barney Cook has over 60 years' experience and is retired from the Forest Service where he worked for 31 years as the construction and maintenance boss, he was in charge of maintaining all the roads in the Mendocino and had 31 employees working under him. He also oversaw all Fire breaks and controlled burning. He served as dozer and water truck boss on multiple federal forest fires and has been fire chief of Indian Valley Fire for over 15 years.

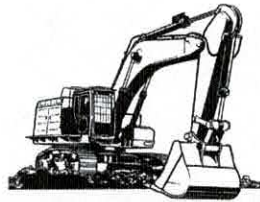
*Owner Ken Cook has over 30 years' experience as a contractor and equipment operator, specializing in all aspects of running dozer and excavator, comfortable in steep terrain, as well as having a General A license. Either Barney Cook or Ken Cook will be on sight at all times as project manager but everyone on sight has worked together many years and have run jobs at different times.

*Operator Rob Burt has over 15 years' experience as an operator, he has been on multiple brushing jobs as well as fires and road building and is comfortable in steep terrain

*Operator Duane Hoggatt has over 30 years' running equipment, he has been on multiple brushing jobs as well as road building and fires and is comfortable in steep terrain. He also has over 20 years' experience as a timber faller.

P.O. Box 127, Stonyford, CA 95979
Ken Cook (530) 713-3158
Barney Cook (530) 570-4391

COOK CONSTRUCTION ENGINEERING PARTNERSHIP



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* Operator Sandy Corbin has over 30 years' experience driving truck and equipment as well as being an EMT and assistant fire chief at Indian Valley Fire Department in Stonyford.

References:

*Cal Fire LNU Unit:

Mike Lamonica: (530)804-3150 Alder Springs

Jeremiah Karlonas: (530)796-3506 LNU Unit

We have been contracted with Cal Fire as a private vendor for over 20 years, In the last 5 years we have averaged around 65 days a year of fire fighting with our Dozer, Excavator and water truck including station coverage as well as initial attack all with excellent reviews. We have also worked on multiple jobs for the Alder Springs Fire Training camp. We have graveled driveway, patch pavement and worked on sewer system

*Corner Bit Construction:

Sheldon Smith (707)354-0120

In March of 2022 we worked for Corner Bit on a 100 acre, \$150,000 fuel break in Willits, Ca that was successfully completed on time. This job was completely done by mastication.

*US Forest Service:

Amy Suschnick:(530)879-6612

In 2021 we helped design and install a burnt-up water system at Plaskett Meadows Campground, the job was over \$100,000 with multiple change orders as there were challenges with integrating a new system from a much older one that went through a forest fire. All tasks were completed on time.

COOK CONSTRUCTION ENGINEERING PARTNERSHIP



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*Glenn County RCD:

Kandi Manhart:(530)624-1640

We have experience working with the staff at Glenn County RCD as we helped with a ranch cleanup from a grant for the Sawyers in Orland about a year ago. I feel like it was a success and was very easy to work with Kandi as she had the project planned out precisely! We also started a 100-acre fuel break that is about 95% complete and just waiting to spray herbicide to be completely wrapped up. We had two dozers piling brush that we later burned with the help of Cal Fire as well as our 138 kamatsu excavator with the masticator brushing along the roadways and cleaning areas that were close to environmental sensitive areas. This job was done in a timely matter and is ahead of schedule and I feel was a success Total cost \$330,000.00.

*Stonyford Ranch:

Duane Hoggatt:(530)966-0130

We have done all aspects of work for this ranch from pond building and road grading to building brush fences and fire breaks. We cleared over 50 acres of brush by pile method in the same area that this job is.

*Bill Charter Ranch:(530)867-1161

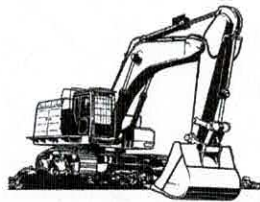
In the last 10 years we have developed a road system on Bills 2000-acre ranch as well as clearing over 300 acres of brush that consist of piling with a brush rake, masticating and burning the piles.

*Charter Farms:

Ward Charter(530)870-2717

In April 2022 we took out over 50 oak, palm, and other trees, many were over 4 foot in diameter. We dug them out cut them up and hauled the trees and root wads away to a burn pile with our excavator and high side end dump. \$20,000.00. We also finished another job of taking out over 300 eucalyptus trees and stumps in Willows Ca, all of the stumps were burned and the trees hauled off site for fire wood. Cost was \$30,000.00.

COOK CONSTRUCTION ENGINEERING PARTNERSHIP



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DIR #1000041201
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40 Hour Hazwoper Cert. #2111141394973

Other References we have done work for:

*Colusa County:

Mike Azevedo (530)682-2612

*Glenn County:

Dean Miller (530)228-2562

*Lake County:

Marcus Beltramo (707)349-1633

Equipment:

All our Equipment is in great shape with regular maintenance and muffler systems that meet Cal Fire requirements. They will be regularly serviced and fueled up in a designated area that we will keep clean and free of spills. If a spill should happen, we have spill kits on hand in every service truck on site.

2017 138 Kamatsu Excavator with 36" FAE masticating head

2023 Kubota SVL- 97 with 61" Loftness masticating head.

2012 Kamatsu D 61 Dozer (on site for fire prevention)

1992 Kw 2300-gallon water truck

Safety:

There will be always an on-site work and safety plan available that will be implemented. Also, we will have a meeting daily to go over Safety, potential fire hazards, environmentally sensitive areas and an overall plan for the day. Spill kits will be kept in the fire box and service trucks. Radios with Cal Fire, Forest Service and Local Fire channels will be in every piece of equipment.

P.O. Box 127, Stonyford, CA 95979
Ken Cook (530) 713-3158
Barney Cook (530) 570-4391

COOK CONSTRUCTION ENGINEERING PARTNERSHIP

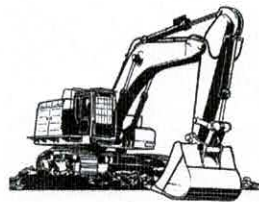


General A License #1012606
Fed Tax ID #81-0788971
Small Business #1261100
DIR #1000041201
UEI #DZG2PXQLNVT4
40 Hour Hazwoper Cert. #2111141394973

Approach:

Cook Construction has worked on Bee Green Valley ranch which will serve as the access road to the project for several years. The Stonyford Ranch owned it up until a few years ago and we did most of the maintenance to the roads and cleared brush for them, now it is owned by Josh Fookes and we still do most of Joshes road work and maintenance. We have a clear understanding of Bee Green Valley and the Stonyford Ranch as every person on our team grew up working either construction or helping over the years with cattle and day to day work. Having a good relationship with the owner of these ranches I feel is vital as it is a 45-minute drive one way through the ranch once you leave the highway just to get to the start of this project that borders both ranches. Our approach for this job will be straight forward. First thing will be to have our excavator take out any brush on steep slopes and near environmentally sensitive areas. Working close by with both machines as to minimize getting spread out too much with fire danger our skid steer will be taking out all the flatter areas. We will work our way through the entire job taking all the brush down to the standards set forth in the scope of work. All of our work will be left looking clean and neat working the fuels into the ground where possible. We will have a dozer on standby in case a fire should start as there is not much chance to stop a fire in this kind of brush without some sort of blade and it's too steep for a water truck to get around very good. All our machines will be equipped with fire extinguishers, shovels and axes along with radios that have Cal Fire and Forest Service bands. We also will be monitoring the weather and RH levels throughout each day and the entire job, if the risk of fire is to high we will shut down for that day. All our machines will also be equipped with Avenza mapping so we can map out the entire job and track our movements every step of the way.

COOK CONSTRUCTION ENGINEERING PARTNERSHIP



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DIR #1000041201
UEI #DZG2PXQLNVT4
40 Hour Hazwoper Cert. #2111141394973

Timeline:

Start date if we should get this job will be as soon as possible after the award date. We will have a meeting with your staff and decide the best approach for this job. There is a lot of factors associated with the time of year and the risk of fire danger so we will hopefully be working early mornings and try to get done each day before the risk of fires gets to high. We plan on getting 5 to 6 acres a day finished therefore the length of the job should be less than two weeks.

Cost:

40 acres of Mastication woody vegetation000 treatment

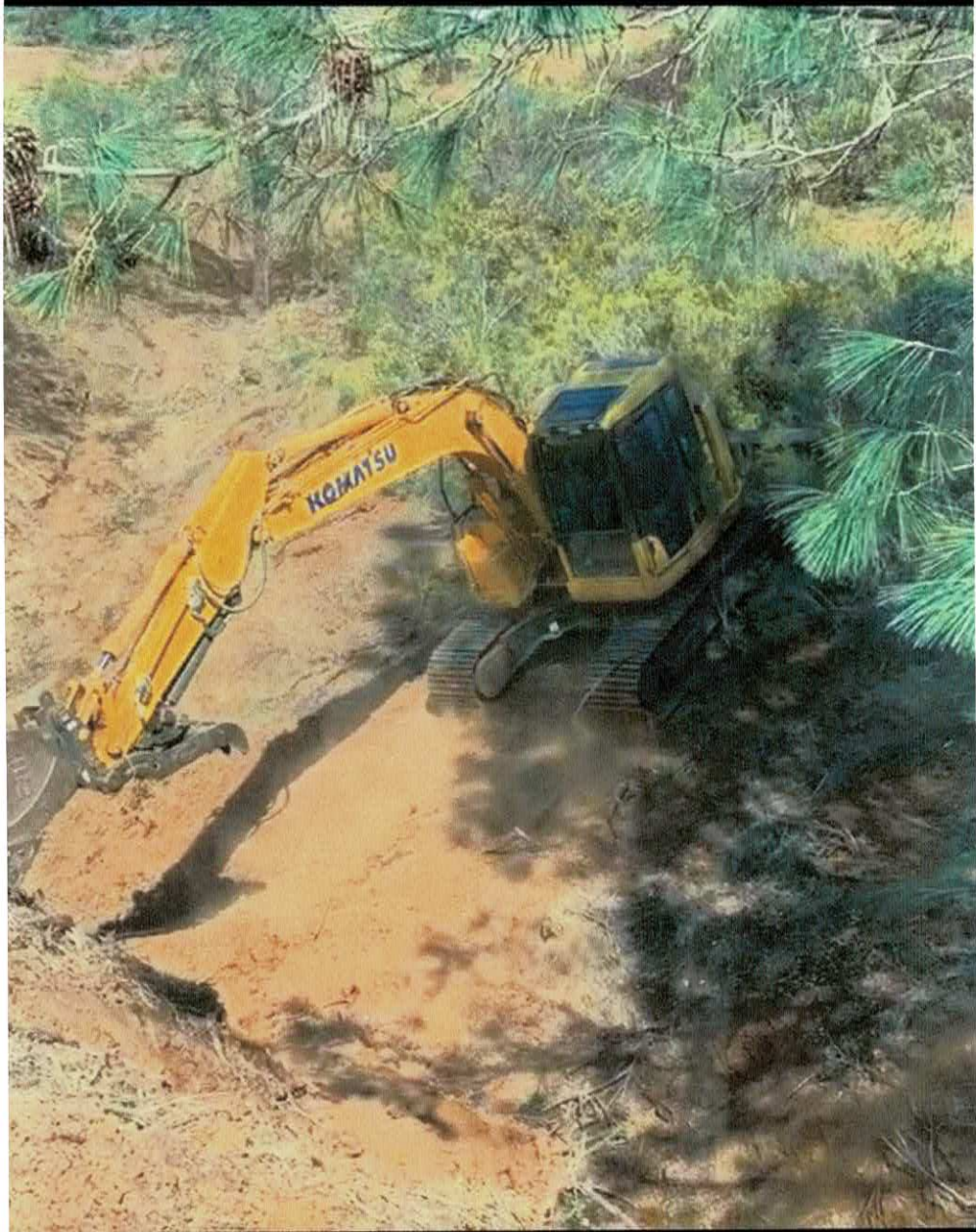
Cost per acre \$1650.00

Total cost 40 acres \$66,000.00

Ken Cook owner

Thank You for considering us for your job!

A handwritten signature in blue ink that reads "Ken Cook". The signature is stylized with a long horizontal stroke extending to the right.





NEW! All businesses are encouraged to provide voluntary diversity data information in their Cal eProcure profiles. *Collecting voluntary diversity data is part of California's commitment to diversity, equity and inclusion in the state's supplier base.* Click [HERE](https://fiscal.cdn.prismic.io/fiscal/588158e4-0bb3-4874-8c7b-beb1753d6ca5_DGS+Diversity+Collection+Communication.pdf) (https://fiscal.cdn.prismic.io/fiscal/588158e4-0bb3-4874-8c7b-beb1753d6ca5_DGS+Diversity+Collection+Communication.pdf) for instructions. More information is available on the Statewide Supplier Diversity Program (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/SDP/Statewide-Supplier-Diversity-Program?search=supplier%20diversity%20program) page.

Certification Profile

State of California Certification



Certification ID: 2020555

Legal Business Name

Cook Construction

Doing Business As (DBA) Name1

Doing Business As (DBA) Name2

Office Phone Number

530/713-3158

Business Fax Number

Business Web Address

Service Areas

Butte , Colusa , Glenn , Humboldt , Lake , Mendocino , Napa , Sacramento , Shasta , Sonoma , Sutter , Tehama , Yolo , Yuba

Address

2304 COLLINS AVE

STONYFORD

CA 95979-9708

Email:

KCOOK3273@YAHOO.COM (mailto:KCOOK3273@YAHOO.COM)

Total Number of Employees

1

Business Types

Construction , Service

[View Keywords](#)

[View Classifications](#)

[View Supplier Diversity Information](#)

Active Certifications

Certificate of Completion

This certifies that

Ken Cook

has successfully completed

OSHA 40 Hour HAZWOPER Training

Annual Refresher Training Required

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

And State OSHA/EPA Regulations as well including 29 CFR 1926.65(e)

This course is approved for 40 Contact Hours (4 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is authorized to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 4 CEUs for this program.

Julius P. Griggs

Julius P. Griggs

Instructor #892

2111141394973

Certificate Number

11/14/2021

Issue Date



Scan this code or visit [safetyunlimited.com/v](https://www.safetyunlimited.com/v) to verify certificate.

Annual Refresher Training Required

2139 Tapo St., Suite 228 Simi Valley, CA 93063
(855) 784-2677 or 805 306-8027
<https://www.safetyunlimited.com>



OSHA Compliant Safety Training Since 1989



CLICKSAFETY™

TRAINING. COMPLIANCE. YOUR FUTURE.

certifies that

Kenneth Cook

has successfully completed

HAZWOPER 2023 Refresher (8-Hour)

In accordance with the requirements of 29 CFR 1910.120(e) and has earned 0.80 IACET CEUs and 8.00 Contact Hours.

This course was developed and presented by ClickSafety.com, Inc.



I confirm that I personally took the course listed above.

1230485225

02/02/2023

8.00 Hours

Serial Number

Completion Date

Course Duration

Student Signature

- ☐ Operating Engineer
- ☐ Painter
- ☐ Parking/Highway/Improvement
- ☐ Plasterer/Tender
- ☐ Plumber
- ☐ Roofing
- ☐ Sheet Metal Worker
- ☐ Stator Rewinder
- ☐ Teamster
- ☐ Terrazzo Worker/Finisher
- ☐ Tile Setter/Finisher
- ☐ Water Well Driller

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[My List \(0\)](#)

BARNEY COOK

[View Details](#)

[+ Add to My List](#)

Detail:

Registration Number: 1000041201
Status: Active
CSLB Number: 1012606
Legal Entity Type: General Partnership
Mailing Address: P.O. BOX 127
 STONYFORD
 CA 95979
County: Colusa
Craft: General Engineering
Email: kcook3273@yahoo.com

Registration History

Effective Date	Expiration Date
10/13/2022	6/30/2024
7/1/2021	6/30/2022
8/30/2020	6/30/2021
7/1/2019	6/30/2020
7/17/2018	6/30/2019
6/14/2017	6/30/2018
8/4/2016	6/30/2017

DBA

Name

COOK CONSTRUCTION PARTNERSHIP

Certificate of Completion

This is to certify that

KENNETH COOK

has satisfactorily completed

A-GENERAL ENGINEERING

on this **01ST** day of **JUNE** , 20**11**



**CONTRACTORS STATE
LICENSE SERVICES**

David Nguyen
AUTHORIZED SIGNATURE



Colusa County Treasurer-Tax Collector

547 Market St. Suite 111

Colusa, CA 95932

Phone #

(530) 458-0440

2023 Colusa County Business License

License Valid: January 1, 2023 - December 31, 2023

Date

Business License No.

1/24/2023

5781

Owner

Barbara Cook
DBA Cook Construction
P O Box 127
Stonyford, CA 95979

Business

Barbara Cook
DBA Cook Construction
P O Box 127
Stonyford, CA 95979

Check No.

Payment Method

1120

Check

By: Stewart

Date	Description	Amount
1/31/2023	2023 Renew Business License	30.00
1/31/2023	SB 1186 Disability Access & Education Fee	4.00
Total Paid		\$34.00

This license must be posted in a conspicuous place.

K & K Equipment Inc.

	PASS / FAIL	Percent	Up to # Points	# Score Received	Points Received	Max Score
A. Completeness of Proposal	PASS					
B. Qualifications and Experience		40%	20	17	6.80	8.00
C. Approach and Timeline		30%	60	43	12.90	18.00
D. Cost		30%	20	16	4.80	6.00
Total				76.00	24.50	32.00

Glenn County RCD's

REQUEST FOR PROPOSALS (RFP)

Contractor to provide Mechanical Fuels Treatment on 40 Acres in Fuels Reduction Project

PROPOSAL EVALUATION FORM

Each member of the Review Committee shall rate the proposers separately. The scores of each of the Review Committee members shall then be averaged to provide a total score for each of the proposers.

Date Reviewed: 6/12/2023
Evaluator Name, Title, Organization: Review Committee
Proposer Name, Title, Company: K+L Equipment Inc.

Categories and Criteria to be Evaluated:

Check / Circle / Rank / Notes:

A. Completeness of Proposal	Check One: <input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL *Must have ALL YES to PASS
Glenn County RCD received by submission deadline date and time	<input checked="" type="radio"/> YES <input type="radio"/> NO
Each proposer must submit: one (1) original proposal, three (3) copies proposal, and, if possible, electronic copy (e.g., PDF file) via email	<input checked="" type="radio"/> YES <input type="radio"/> NO
All categories fully completed? Qualifications and Experience References Approach Staff to be Assigned Cost	<input checked="" type="radio"/> YES <input type="radio"/> NO
Three (3) <u>different, unique</u> references including: Date(s) of Project Work, Reference Name, Contact Information, Project Name, and Brief Description of Project	<input checked="" type="radio"/> YES <input type="radio"/> NO
Copies provided for all documentation of current, permits, licenses, and professional credentials, as necessary for this Project.	<input checked="" type="radio"/> YES <input type="radio"/> NO
Signed by the submitting Proposer and Proposer's Principle	<input checked="" type="radio"/> YES <input type="radio"/> NO

B. Qualifications and Experience (40% - Up to 20 points)	Rank 5, most qualified Rank 1, least qualified 17
Overview of qualifications and experience to meet Project needs? (meets minimum qualifications, familiarity of this Project and Project area)	4
Ability to coordinate with field personnel and project managers?	4
Ability to successfully complete projects?	4
Ability to meet planned timelines for projects?	5
C. Approach and Timeline (30% - Up to 60 points)	Rank 5, most qualified Rank 1, least qualified 43
Approach to meet Project needs?	4
High quality?	4
Cost effective?	2
Competitive?	2
Environmentally sound?	4
Timeline meets Project needs?	5
Demonstrated understanding of Project Scope?	4
Demonstrated understanding of Project Scope: technically sound?	4
Sub-contractor(s) included?	YES NO
If yes to the above, ability to educate and/or train sub-contractor(s)? Existing relationship?	yes
Staff Organization	
Chart included?	YES NO

If yes to the above, are roles and responsibilities well defined for each employee and sub-contractor, if applicable?	yes - 5
Non-discrimination is acknowledged.	5
Staff experience to meet Glenn County RCD written and calculated project reports?	4
D. Cost (30% - Up to 20 points)	Rank 5, most qualified Rank 1, least qualified 10
Cost per acre is identified?	5
Overall cost is within Glenn County RCD budget?	3
Demonstrated cash flow availability?	5
Demonstrated knowledge this Project is subject to availability of grant funding?	3

- | | |
|----------------------------------|-----------|
| A. Completeness of Proposal | Pass/Fail |
| B. Qualifications and Experience | 40% |
| C. Approach and Timeline | 30% |
| D. Cost | 30% |

24.50

For example, scoring will be calculated as follows:

>> Maximum Points Available (Rank 5, most qualified)

Completeness of Proposal	PASS				
Qualifications and Experience	40%	x	20	Equals	8.00
Approach and Timeline	30%	x	60	Equals	18.00
Cost	30%	x	20	Equals	6.00
			100		32.00

>> Minimum Points Available (Rank 1, least qualified)

Completeness of Proposal	PASS				
Qualifications and Experience	40%	x	4	Equals	1.60
Approach and Timeline	30%	x	12	Equals	3.60
Cost	30%	x	4	Equals	1.20
			20		6.40

Completeness of Proposal	FAIL				
N/A					

REQUEST FOR PROPOSAL

Elk Creek Fuel Break Project

Mechanical Fuels Treatment on 40 Acres

Submitted By:

K  K Equipment, Inc.

California Contractors Lic # 836385 | Cottonwood, CA
web: usa.kkequipment.net | shawnakane@kkequipment.net | 530-410-2124

For:



G L E N N C O U N T Y
R E S O U R C E C O N S E R V A T I O N D I S T R I C T

Attention: Kandi Manhart, Executive Officer
Glenn County RCD

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ATTACHMENTS:

- A. **Contractor's License**
- B. **Letters of Recommendation**
 - Prime
 - Subcontractor
- C. **Insurance**
- D. **Safety Plans**
 - Fire Prevention Plan
 - Health and Safety Plan
 - Spill Prevention Plan

Qualifications and Experience

K & K Equipment, Inc. and TRG Excavation, Inc. have both been in the heavy equipment business for well over 30 years. Both companies have extensive experience in brush removal, vegetation mastication, and hazardous fuel reduction as well as watershed management, fire access roads, fire suppression, and working in environmentally sensitive areas. Both companies have experience in forestry, working in wetlands as well as steep terrain.

As owner / operators, Jason with K & K Equipment, Inc. and Tom with TRG Excavation, Inc. are both the onsite project managers and field personnel with impeccable safety records. We realize the importance of safety and communication, hence every operator and employee are equipped with radios, attend daily safety meetings, trainings, and are required to wear proper PPE. Communication is equally important to maintain with the project administrators. We maintain constant communication with the administrators to ensure we meet the objectives of the project.

Jason Kane, recently retired from CAL FIRE as a Heavy Fire Equipment Operator, worked on the fire line and completed fuels reductions projects for the State of California for 22 years. Prior to that, Jason worked for multiple logging operations; building roads, harvesting timber and mechanicing. Jason is also a certified USDA Natural Conservation Resources Service Technical Service Provider #:TSP-22-2424 and possesses a Timber Operator Certification from the California Department of Forestry and Fire protection. Jason is very detailed in his work and ability to get things done in a safe manner. He understands the importance of safety, ethical decision making and fire prevention.

Tom Gregory has been the owner of TRG Excavation for over 40 years and has been chosen specifically for his equipment operation skills in environmentally sensitive areas for the California Park Service and the United States Bureau of Land Management. He is licensed in California for General Engineering Contracting, Demolition and Hazardous Material handling. He is HAZWOPER certified and has conducted safety classes for construction for personnel and construction site safety. He has attended multiple MSHA/OSHA trainings. Tom has 30 years of experience in managing job sites and projects. He has extensive experience in vegetation brush and tree removal/mastication, grading, site development, installing and repairing water systems, sewer systems, underground utilities, and tank installation. He is experienced in implementing SWPPP and erosion control measures. Tom is well respected within the industry.

Stephenie Gregroy along with being the other owner of TRG Excavation is a Qualified Sediment Practicer (QSP) and is a Certified Professional in Erosion and Sediment Control and has completed and passed the CPESC course. She has written water pollution programs and implemented numerous erosion control plans. Stephenie has had over 20 years of monitoring safety, developing, and implementing TRG's safety plan.

K & K Equipment, Inc. and TRG Excavation, Inc., in collaboration, have completed numerous projects together. Both owners / operators have excellent reputations for providing quality work. By combining our knowledge, management skills, manpower, and equipment we are able to take on more extensive projects and complete them in a more efficient and timely manner. We have successfully exceeded our customers expectations.

References - K & K Equipment, Inc.:

Project Name: Anderson - Cottonwood Irrigation District Lateral 17 Fuels Reduction & Project #2: Clear Creek to Olney Creek Fuels Reduction

Dates of Project Work: 11/7/22 - 11/30/22

Reference Name and Title: Ben Duncan, ACID Operations Manager

Contact Information: (530) 365-7329 | b.duncan@acidistrict.org

Brief Description of Project: Completed a mastication, fuels reduction project consisting of a 40 foot easement with a length of 3 miles in and out of a canal and around a residential area. **Please see attached Letter of Recommendation.**

Project Name: CAL FIRE Heavy Fire Equipment Operator

Dates of Project Work: 1/1/2000 - 12/1/2022

Reference Name and Title: Dave Russell, Retired Unit Chief CAL FIRE Tehama/ Glenn Unit

Contact Information: (530) 864-6732

Brief Description of Project: Performed multiple projects consisting of mastication, fuels reduction, timber falling, building retaining walls, constructing and rehabbing roads, and training equipment operators.

Project Name: Project #2: Clear Creek to Olney Creek Fuels Reduction

Dates of Project Work: 9/13/22 - 9/26/22

Reference Name and Title: Matt Ahlberg, The McConnell Foundation Project Coordinator

Contact Information: (530) 949-7199 | matt@mcconnellfoundation.org

Brief Description of Project: K & K Equipment, Inc. coordinated with the McConnell Foundation working alongside one of their wildlife refuges for a mastication project for the Anderson - Cottonwood Irrigation District. This project consisted of doing an 80' wide fuel break both alongside and on parts of the McConnell Foundation. As a wildlife refuge, having a minimal footprint on the land was required.

References - TRG Excavation Inc.:

Project Name: Numerous

Dates of Project Work: Numerous

Reference Name and Title: Jeff Kiser, City of Anderson Manager, Director of Public Works

Contact Information: (530) 378-6650 | jkiser@ci.anderson.ca.us

Brief Description of Project: **Please see attached Letter of Recommendation.**

Project Name: BLM Construction Contract

Dates of Project Work: Summer 2010

Reference Name and Title: Kelly Williams, Natural Area Manager

Contact Information: (530) 224-2159 | k15willi@blm.gov

Brief Description of Project: TRG Excavation Inc. installed approximately one mile of water pipeline, plus the associated infrastructure such as valves and settling box, on a technical project with very small tolerances.

Approach - Technical Proposal

Elk Creek Fuel Break Project - 40 Acre Mechanical Fuels Treatment

We have reviewed the project specifications and feel we have a clear understanding of what is required. Jason Kane has previously completed a section of the existing fuels reduction project while employed with Cal Fire Tehama Glenn Unit. Jason is familiar with the remote project site and steep terrain. K & K Equipment, Inc. along with subcontractor TRG Excavation, Inc. based upon the information provided in the RFP are pleased to provide you with the following technical proposal.

Equipment Specifications:

2019 CAT D3K2 XL Dozer with a 72" masticator head and winch
2004 CAT 315 L Excavator with 48" Diamond Disc Style Masticator Head and thumb
2021 CAT 259 D3 Skid Steer (rubber tracked) with a brush mower
525 gallon skid mounted fire water suppression tank (2)

Treatment Approach:

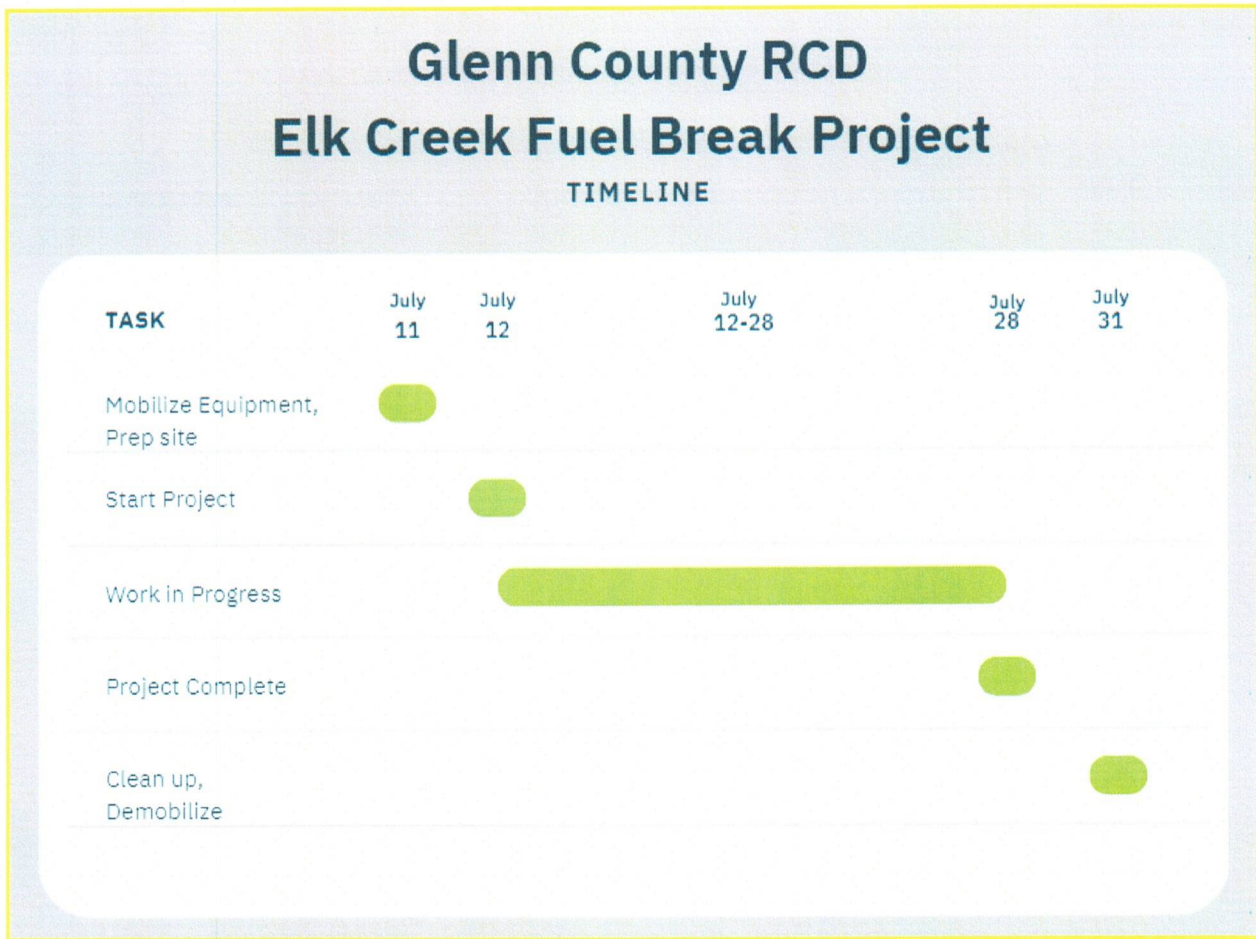
K & K Equipment, Inc. and TRG Excavation, Inc. will schedule a site visit with the project administrator to review and discuss the specifications to the project. Once all parties are in agreement with the details and expectations of the project, we will mobilize our equipment and prepare the site. We plan on having at least two mulchers/masticators dedicated to this project. We will be in full radio communication with all operators and ground crew on the project. There will be a ground person tasked with identifying and marking obstructions and being the Working Fire Watch personnel**. There will be two mobile 525 gallon skid mounted fire water suppression tanks, placed in vehicles, to be used for tactical fire suppression to support our equipment. Each day, an end-of-day equipment inspection and fire watch will be performed as well as an acreage calculation to ensure we are on task for our project timeline.

Our proposed approach is as follows:

1. Site visit and discussion with project administrator.
2. Mobilization of equipment, identification of safety hazards, personnel safety meeting
3. Begin work on project, maintain safety and quality control throughout project
4. Complete project, project administrator inspection and sign off

K & K Equipment, Inc. and TRG Excavation, Inc. always try to complete our work leaving the smallest footprint possible. When masticating we adjust our machine position to mitigate cast off in sensitive areas. Conservation is important to us and we evaluate every project and area to keep conservation at its highest.

***See attached "Fire Prevention Plan" for definition of Working Fire Watch personnel.*

Project Timeline:

K & K Equipment, Inc. and TRG Excavation, Inc.'s estimated timeline of completion is July 31, 2023, subject to change due to weather conditions and scheduling conflicts. If needed, monthly reports indicating work completed will be turned into the Glenn County RCD staff for record keeping purposes and compensation as described in the RFP, Appendix B. Sample Professional Services Agreement, Page 7, Section 3.3.2 Payment of Compensation.

Restrictions:

K & K Equipment, Inc. and TRG Excavation, Inc. are aware of the restrictions listed below and will follow the appropriate protocol as outlined by Glenn County RCD in the RPF.

- No operations shall occur within areas flagged by Glenn County RCD or “Noxious Weeds” flagging.
- Should cultural, tribal or archaeological resources be discovered, all work shall cease within 100 feet of discovery and the appropriate entities contacted.

Noxious Weeds:

Prior to equipment transportation to the project site. K & K Equipment, Inc. and TRG Excavation, Inc. will clean equipment free of soil, mud (wet or dried), seeds, vegetative matter or other debris that could potentially contain seeds in order to prevent new infestations of noxious weeds in the project area. Dust or very light dirt which would not contain weed seed is not a concern.

Refueling, Servicing and Cleaning Equipment:

Refueling and servicing equipment will be done in a safe practice manner to avoid potential spills and any effect it may have on the environment. Both K & K Equipment, Inc. and TRG Excavation, Inc. have "Spill Prevention Plans" which will be distributed to all personnel on site and spill kits will be on site at all times. Any spill will be cleaned-up and reported in the appropriate manner in accordance with State and Federal laws, rules and regulations. Any contaminated soil will be removed from the project site and disposed of accordingly.

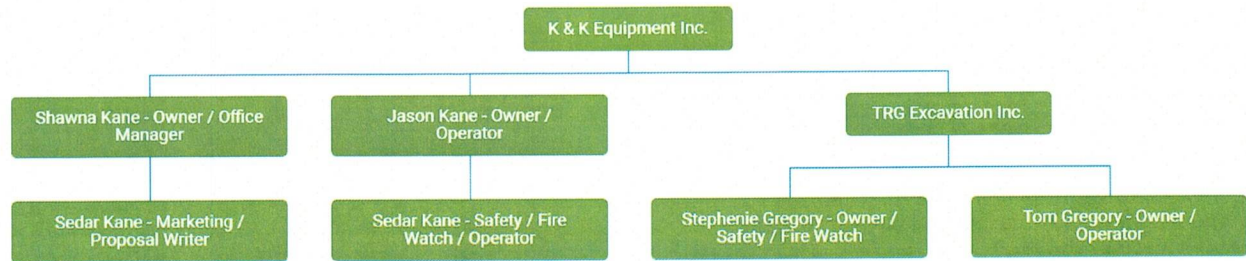
Road Usage

All roads leading into the project area will be kept open and free of any debris that may occur as a result of the work. All roads shall be left as in original condition as they were found.

Equal Opportunity Employment

K & K Equipment, Inc. is an equal opportunity employer and shall not discriminate against any subcontractor or employee for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. This shall include opportunities of inclusion. 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. K & K Equipment, Inc. complies with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect.

Staff Organization Chart:



Staff to be Assigned & Project Duties:

Jason Kane - Project & Production Site Manager / Operator

- 30 years of experience in forestry and fire protection
- Excellent employee management and safety record
- Exceptional operator with performance skills in steep ground

Tom Gregory - Project Co-Manager / Quality Assurance / Operator

- 40 years of construction experience including the forestry industry
- Excellent operator and project manager with an impeccable safety record
- Extensive experience and knowledge in all aspects of construction and equipment

Stephenie Gregory - Business Management / Site Safety / Fire Watch

- 37 years experience in construction management, safety, and law requirements
- Certified Professional in Erosion and Sediment Control
- Extensive experience and knowledge in all aspects of construction and safety

Shawna Kane - Business Management / Payroll / Reporting Requirements

- 20 years experience as an Administrative Assistant
- Excellent organizational and communication skills
- Extra site safety and fire watch personnel

Sedar Kane - Site Safety / Fire Watch / Liaison

- Site Safety Manager
- Fire Suppression personnel
- Company liaison to the public

Cost (Bid):**Elk Creek Fuel Break Project**

Treatment / Thinning	# of Acres	\$ per Acre	Total Bid
Mastication Woody Vegetation Treatment	40	\$2454.00	
Grand Total			\$98,160.00

*** K & K Equipment, Inc.'s approach has always been to have cash on hand to cover all costs including; payroll, supplies, fuel, workman's compensation, insurance, bond, emergencies and other unknown costs. We have been successful in this approach the entirety of our career.

*** K & K Equipment, Inc. is aware that this Fuels Reduction Project is subject to the availability of grant funding provided by the California Department of Forestry and Fire Protection's Fire Prevention Program. K & K Equipment, Inc. is also aware of all of Section 3.3 regarding Fees and Payments in the RPF in the Sample Agreement understanding how compensation is received, the availability of extra work and the Glenn County RCD's funding requirements.

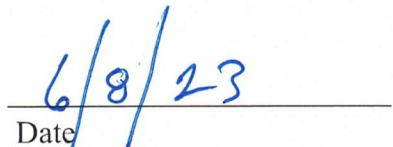
Disclosure:

This Technical Proposal is not a binding contract. This Technical Proposal does not provide for permits, engineering, material testing and construction staking. This Technical Proposal does not provide for any erosion control, "wet weather plan" or hazardous material removal. There was no opportunity or option to physically view the project site prior to submitting the proposal. All information in this proposal is based on written documentation and the maps provided.

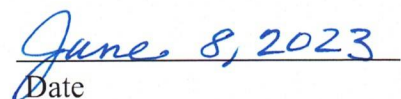
We understand the specifications, terms, and conditions of the RFP. Our proposal and statements contained within this proposal are true and correct. We certify that if awarded a contract, we will make no claim against Glenn County RCD based upon ignorance of or misunderstanding of the specifications.



Jason Kane, Owner/Proposer


Date

Shawna Kane, Owner / Proposer Principle


Date

ATTACHMENTS:

Contractor's License

Letters of Recommendation

Prime

Subcontractor

Insurance

Safety Plans

Fire Prevention Plan

Health and Safety Plan

Spill Prevention Plan

K & K Equipment Inc - Prime Contractor:

- **CSLB Contractor license: #836385 C12 Earthwork (includes D19 Land Clearing)**
- Federal Tax Identification Number: #: 68-0458421
- Registered California Small Business #2028803
- Women-Owned Business as certified in SAM.gov
- USDA Natural Conservation Resources Service
- Technical Service Provider #:TSP-22-2424.
- Jason has completed the 3-day Licensed Timber Operator course, license pending.



TRG Excavation, Inc Subcontractor:

- **CSLB licensed "A" General Engineering Contractor: #967399**
- Qualified Sediment Practitioner
- Certified Professional in Erosion and Sediment Control
- Both Tom and Stephenie have taken the 3 - day Licensed Timber Operator course
- HUBZone Certified Company



Contractor's License Detail for License # 967399

TRG EXCAVATION INC
17835 CROSS CREEK DRIVE
COTTONWOOD, CA 96022
Business Phone Number:(530) 347-5866

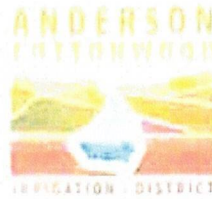
Entity Corporation
Issue Date 11/03/2011
Expire Date 11/30/2023

- ▶ A - GENERAL ENGINEERING
- ▶ C21 - BUILDING MOVING, DEMOLITION

Dan Woolery, President
James Rickert, Vice President
Steve McCarley, Director

2810 Silver Street, Anderson, CA 96007
(530) 365-7329 Fax (530) 365-7623
www.andersoncottonwoodirrigationdistrict.org

Audie Butcher, Director
Ronnean Lund, Director
Jered Shipley, G.M.



02/27/2023

To whom it may concern,

Over the last 7 months, Anderson-Cottonwood Irrigation District (A.C.I.D.) has contracted out over 15 miles of vegetation management on their conveyance system. K&K Equipment has been the lead contractor on two different projects totaling 4 miles. One project being an 80 ft. easement and the other a 40 ft. right of way. Both projects were not easy. The projects contained many obstacles like cross fences, road crossing, and concerned citizens. One project specifically, the easement crossed a wildlife refuge requiring written permission and leaving minimal foot print.

During these projects, K&K equipment performed the requirements without question and went above and beyond to make sure the jobs were done on time or ahead of schedule. A.C.I.D. was and is very pleased with the way, the owner, Jason Kane conducts his business from beginning to end of each project. K&K's bid packets were very thorough in explaining how they will perform the work and with what equipment. The crew went above and beyond to stay in communication about start dates, the progress of the job, concerns of any unforeseen obstacles, and recognizing potential future issues. Lastly, K&K's equipment is clean and well maintained thus limiting malfunctions during these arduous projects.

A.C.I.D.'s business with K&K Equipment, and crew, was professional, punctual, and pleasant. The company over represented A.C.I.D by their quality of work. The District received multiple phone calls complimenting and thanking A.C.I.D. for his work. K&K comes highly recommended by the District and is one of the "preferred vendors" that will always be considered to bid on any future projects for the district.

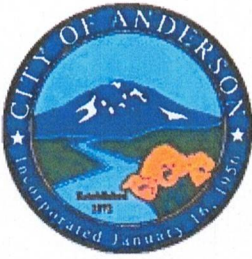
Sincerely,

A handwritten signature in blue ink, appearing to read "Ben Duncan".

Ben Duncan

Operations Manger

Anderson-Cottonwood Irrigation District



February 9, 2023

Re: Letter of Reference for TRG Excavation Inc.

To Whom it May Concern,

TRG Excavation Inc. has performed vegetation management projects for the City of Anderson. TRG is one of our "go to" contractors for their excellent quality of work, ability to work in sensitive riparian areas along watercourses and the ease in which they are to work with.

TRG has been able to demonstrate to City staff, conservation agency representatives and fire personnel how they can perform effective and quality vegetation management. Many times projects like this can be sensitive for landowners and/or agencies. TRG has always been able to perform in a manner which demonstrates their willingness to go above and beyond. For example, if the weather or fire was a concern, they have adjusted their work hours to make sure humidity was appropriate for the operation of equipment and they have brought their water tender out to the site to be on stand by for any needs.

When contractors perform work for the City, they are an extension of the City, TRG has always represented us in a professional manner, do what they are contracted to do, are on time and complete the projects on time and without problems.

I highly recommend TRG Excavation Inc. I look forward to working with them again on projects in the City of Anderson. If you have any questions, please feel free to reach out to me directly.

Sincerely,

Jeff Kiser
City Manager / Director of Public Works
jkiser@ci.anderson.ca.us



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Service Insurance 215 Estates Dr. Suite 1 Roseville CA 95678	CONTACT NAME: Certificates Team	
	PHONE (A/C, No, Ext): 800-591-9692	FAX (A/C, No): 800-591-1845
INSURED K & K Equipment Inc 3405 Meadow Oak Dr Cottonwood CA 96022	E-MAIL ADDRESS: certificates@firstserviceweb.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Associated Industries	
	INSURER B : California Automobile Insurance Company	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES	CERTIFICATE NUMBER: 1470043817	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			AES121690501	11/15/2022	11/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA040000078168	1/13/2023	1/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*This certificate is issued as proof of insurance only and is valid as of date issued. For a more updated confirmation of coverage, please contact our Certificate Department at certificates@firstserviceweb.com.

CERTIFICATE HOLDER K & K Equipment Inc 3405 Meadow Oak Dr Cottonwood CA 96022	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Fire Prevention Plan

The Glenn County RCD staff will be made aware regarding the areas K & K Equipment, Inc. and TRG Excavation, Inc. will be working in and the time frame they plan to be in there. The presiding fire agency jurisdiction's fuel reduction guidelines will be operated under in each area of the project we are in at that time.

Daily fire safety meetings will be conducted each morning before work begins.

Daily weather index reports regarding wind, temperature and humidity levels will be reviewed at the start of each day and monitored periodically throughout the day to ensure safe working conditions.

If a fire weather watch is issued in the area or a **red flag** warning is issued in the area by the National Weather Service all equipment will be shut down until fire weather watch or red flag warning has passed and safe working conditions are present to resume.

All equipment will be inspected daily for any kind of potential malfunctions. Equipment will be equipped with a fire extinguisher and/or five gallon backpack water pump and shovel. All operators will be familiar with use/operation of fire extinguishers.

Vehicles will be parked in an area cleared of vegetation if permitted. If a vehicle is unable to be parked in a cleared area, then proper fire extinguishing tools will be easily accessible on the vehicle. This includes but is not limited to: one shovel, fire extinguisher and/or five gallon backpack water pump, ax and chainsaw. All vegetation around vehicle exhaust will be cleared.

Present on site at all times is a **Working Fire Watch** person equipped with either a 525 gallon skid mounted fire suppression water tank, radio, shovel, over 200 feet of hose with over 40 pounds per square inch (psi) at the nozzle and/or when access permits a 2000-gallon water tender for fire suppression support.

A **Working Fire Watch** is a crew member whose job responsibility is to watch for possible or new fire ignitions while work is being performed. This person should have complete situational awareness, help to extinguish fires quickly, and stop work, when needed, due to safety.

During the length of the project K & K Equipment, Inc. and TRG Excavation, Inc. will be in full radio communication with all operators and the designated **Working Fire Watch** person.

The **Working Fire Watch** person is to remain on the jobsite for at least 30 minutes after work ends to perform end of day fire watch, unless very high fire danger in which the **Working Fire Watch** person must remain 2 hours after work ends to perform end of day fire watch.

Health and Safety Plan

ALL PERSONNEL are required to attend daily tailgate safety meetings.

Safety meetings will take place upon arrival at the job site and periodically while working on site if needed. Project goals and duties will be outlined during the safety meeting. All personnel will be made aware of possible hazards and current site conditions during the meeting. However, site conditions may change throughout the duration of the project.

Fuels and/or fire and/or other hazardous materials may be present. If present, use proper PPE (*see back of page...*) when handling and see “Spill Prevention Plan” and “Fire Prevention Plan”.

Personnel are required to report any hazards, and/or hazardous material spilled and/or found on site to the Project Manager and/or Safety Manager.

Projects may include working with various tools, hoses, heavy equipment, trucks and water tanks. Be familiar with each tool and piece of equipment you are operating. ASK for assistance and/or instructions if needed.

Projects may be in areas where steep or unpleasant terrain is present. Loose soils and rock can make footing unstable. Vertical drop areas may appear and pose falling risks. Mosquitoes, spiders, snakes, various kinds of insects, reptiles and mammals both domesticated and wild may be present. Be aware of your footing and surroundings at all times.

Heavy equipment will be present on site. Heavy Equipment and/ or trucks can dislodge debris that can become falling and/or rolling hazards. Masticators and mowers can throw debris long distances. Operators may not be able to see other personnel and/or workers. Before approaching any piece of equipment and/or truck all workers MUST make eye contact and radio the operator.

Fuel in open/cleared areas free of dry vegetation. Small tools and/or equipment such as lawn mowers, chainsaws, generators, etc. should be fueled after they have cooled off. All equipment and/or trucks should be fueled in well ventilated areas and away from waterways.

Continue on the back of the page...

ALL PERSONNEL are required to wear Personal Protective Equipment (PPE) on the job site. This may include, but is not limited to: work boots, work gloves, safety glasses, hard hat, ear plugs, long sleeve shirt, long pants (leggings are not acceptable), rubber boots, rubber gloves and reflective orange/green safety vests. Dust masks will be available on site if needed.

Personnel need to use the proper lifting method while handling material and/or lifting any object/s. (Straight back and bent knees while picking up, lifting and setting the object down.)

Personnel need to be alert and stay hydrated. A full night's rest is required before any workday. No drinking and/or smoking is allowed on the job site.

Personnel are to be aware of drug infested encampments in and/or around the job site. Hazardous trash, needles, drugs, etc may be present.

Personnel are required to report ANY unsafe, inappropriate and/or dangerous behavior on site to the Project Manager and/or Safety Manager.

All injuries or illnesses are required to be reported to the Project Manager and/or Safety Manager regardless of how minor. The Project Manager and/or Safety Manager will evaluate and monitor the injury and/or illness to ensure safety and wellbeing.

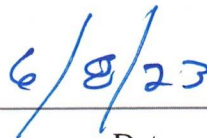
A First Aid kit will always be on site. Emergency and Hospital contacts and locations will be posted at the job site.

If there is a life threatening emergency, dial 911.

- K & K Equipment, Inc.



Jason Kane or Sedar Kane



Date

Project Manager: Jason Kane (530) 410 - 3337

Safety Manager: Sedar Kane (530) 410 - 5847



Spill Prevention and Control Plan

The Spill Prevention and Control Plan outlines the project scope of work to prevent and respond to any kind of tool and/or equipment and/or truck liquids spill on the job site.

Personnel will exercise due diligence to prevent and contain hazardous spills. Personnel will conduct fueling and/or equipment maintenance of liquids in a manner to protect against spills.

Fueling will be done in a safe manner in an open/cleared area. Equipment fueling shall be located so that exhausts do not discharge against any combustible materials. Equipment will not be refueled while in operation.

Equipment servicing and/or maintenance will be done in a safe manner to avoid potential spills and any effect it may have on the environment. Oily rags and similar materials used to clean equipment and wipe things off will be metal or other approved containers.

In the event of a spill, personnel will take prompt, effective action to stop and contain or otherwise limit the amount of the spill if safely able to do so.

Spill cleanup equipment and materials will be present at the job site in a Spill Kit. Personnel are required to use proper PPE when working around and/or cleaning up a spill.

Billy Wycoff Construction

A. Completeness of Proposal

***No copies of Lic provided

B. Qualifications and Experience

C. Approach and Timeline

D. Cost

Total

PASS / FAIL	Percent	Up to # Points	# Score Received	Points Received	Max Score
PASS					
	40%	20	13	5.20	8.00
	30%	60	30	9.00	18.00
	30%	20	18	5.40	6.00
			61.00	19.60	32.00

Glenn County RCD's

REQUEST FOR PROPOSALS (RFP)

Contractor to provide Mechanical Fuels Treatment on 40 Acres in Fuels Reduction Project

PROPOSAL EVALUATION FORM

Each member of the Review Committee shall rate the proposers separately. The scores of each of the Review Committee members shall then be averaged to provide a total score for each of the proposers.

Date Reviewed: 6/17/2023

Evaluator Name, Title, Organization: Review Committee

Proposer Name, Title, Company: Bill Wycoff Cashmere

Categories and Criteria to be Evaluated:

Check / Circle / Rank / Notes:

A. Completeness of Proposal	Check One: <input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL *Must have ALL YES to PASS
Glenn County RCD received by submission deadline date and time	<input checked="" type="radio"/> YES NO
Each proposer must submit: one (1) original proposal, three (3) copies proposal, and, if possible, electronic copy (e.g., PDF file) via email	<input checked="" type="radio"/> YES NO
All categories fully completed? Qualifications and Experience ✓ References ✓ Approach ✓ Staff to be Assigned ✓ Cost ✓	<input checked="" type="radio"/> YES NO
Three (3) <u>different, unique</u> references including: Date(s) of Project Work, Reference Name, Contact Information, Project Name, and Brief Description of Project	<input checked="" type="radio"/> YES NO
Copies provided for all documentation of current, permits, licenses, and professional credentials, as necessary for this Project.	YES <input checked="" type="radio"/> NO No copies LIC# provided DIR# provided
Signed by the submitting Proposer and Proposer's Principle	<input checked="" type="radio"/> YES NO

B. Qualifications and Experience (40% - Up to 20 points)	Rank 5, most qualified Rank 1, least qualified	13
Overview of qualifications and experience to meet Project needs? (meets minimum qualifications, familiarity of this Project and Project area)	3	
Ability to coordinate with field personnel and project managers?	4	
Ability to successfully complete projects?	4	
Ability to meet planned timelines for projects?	2	does not include start date
C. Approach and Timeline (30% - Up to 60 points)	Rank 5, most qualified Rank 1, least qualified	20
Approach to meet Project needs?	3	
High quality?	2	
Cost effective?	5	
Competitive?	5	
Environmentally sound?	2	- no info
Timeline meets Project needs?	2	does not include start date
Demonstrated understanding of Project Scope?	3	
Demonstrated understanding of Project Scope: technically sound?	2	
Sub-contractor(s) included?	YES NO	
If yes to the above, ability to educate and/or train sub-contractor(s)? Existing relationship?	N/A	
Staff Organization		
Chart included?	YES NO	

If yes to the above, are roles and responsibilities well defined for each employee and sub-contractor, if applicable?	YES - 5
Non-discrimination is acknowledged.	0
Staff experience to meet Glenn County RCD written and calculated project reports?	1
D. Cost (30% - Up to 20 points)	Rank 5, most qualified Rank 1, least qualified 18
Cost per acre is identified?	5
Overall cost is within Glenn County RCD budget?	5
Demonstrated cash flow availability?	5
Demonstrated knowledge this Project is subject to availability of grant funding?	3

- | | |
|----------------------------------|-----------|
| A. Completeness of Proposal | Pass/Fail |
| B. Qualifications and Experience | 40% |
| C. Approach and Timeline | 30% |
| D. Cost | 30% |

18.6 pts

For example, scoring will be calculated as follows:

>> Maximum Points Available (Rank 5, most qualified)

Completeness of Proposal	PASS				
Qualifications and Experience	40%	x	20	Equals	8.00
Approach and Timeline	30%	x	60	Equals	18.00
Cost	30%	x	20	Equals	6.00
			100		32.00

>> Minimum Points Available (Rank 1, least qualified)

Completeness of Proposal	PASS				
Qualifications and Experience	40%	x	4	Equals	1.60
Approach and Timeline	30%	x	12	Equals	3.60
Cost	30%	x	4	Equals	1.20
			20		6.40

Completeness of Proposal	FAIL				
N/A					

Billy Wycoff Construction
2331 Collins Ave
PO BOX 28
Stonyford, Ca 95979
LIC# 863102
DIR#1000039054
wycoffconstruction@yahoo.com
mwycoff@stonyford.com
POC: Billy Wycoff (530) 218-1687

Our Firm has successfully completed jobs similar to this project in the past; we're also familiar with the project area. Our staff has the knowledge to perform and skills needed to execute this project.

To meet contractual requirements our company utilizes the following technical methodology: We do site visits to evaluate the job. Site conditions vary tremendously on every project, so during our visit we try to come up with the most efficient and economical manner to complete the project and not miss any aspects. Throughout the history of our company we have been involved with jobs ranging from small private sector contracts, as well as State and Federal government projects. With each contract awarded we gain knowledge and experience on how best to meet contractual needs.

Wycoff construction has completed contracts in the past and are presently working on that include, masticating, piling of brush, logging slash, and burnt timber. These contracts have prepared our firm to work in different types of terrain such as open grassy hillsides to thick steep rocky terrain with different types of vegetation. We have had to coordinate with multiple agencies such as; the Department of Forestry, County Public Works Department, Colusa County Resource Conservation District, as well as private land owners. We work closely with individuals on these projects to overcome issues that may include, weather, terrain, and sensitive sites such as; archaeology or riparian vegetation.

A site visit of the project area was conducted on 6/2/2023. We are familiar with the project area and have completed projects with surrounding landowners in the past.

For this project we will use our CAT 299D2 XHP tracked skid steer with masticator along with our CAT 320 EL Excavator with masticator. The terrain is rough but both machines are well equipped for this project. Due to fire danger we would also provide a 350 gal fire wagon and a CAT D6NXL in close proximity for fire suppression if needed. Our timeline for this project is approximately 10-15 days to complete

PAST EXPERIENCE & REFERENCES

USDA Department of Forestry

Mendocino National Forest

Stormproofing M10 MNF

Contract: IDIQ RFP 12EAW21R0076

Completed: 2022

- Removal of structures and obstructions, installation of Rolling dips, roadway outsloping/insloping, placement of rip rap, culvert cleaning, clearing and

Grubbing, masticating and road grading

Cesar Villa, Contracting Officer

(530) 966-6183

cesar.villa@usda.gov

Colusa County Resource Conservation District

Forest Health

Pest Management –Biomass Treatment

Completed: 2022 -2023

- Removal of hazardous trees along the public roadway, masticating, piling of logging slash

Elizabeth Harper, Project Admin

(530) 458-5131 Ext. 117

liz@colusarcd.org

Steve Smith, Project Forester-(707)479-0008

Mule Deer Foundation

M5 Roadside Hazard Tree Prescription for Cedar Camp

Completed: 2023

- Removal of hazardous trees along the public roadway, masticating, piling of logging slash

Randy Morrison

Habitat Partnership Coordinator

(707) 592-9998

randy@muledeer.org

Staff to be assigned:

Our employees have countless hours of combined experience with Cal Fire and USFS, building fire line with dozers and excavators with masticators.

- Billy Wycoff – Owner/Foreman/ Operator
- Wade Wycoff- Operator
- Kyle Wycoff – Operator
- Lawrence Owen- Operator

Sub-Contractor: None

Cost Proposal

	Acres	Cost Per Acre	Total
Mechanical Treatment	40	\$995.00	\$39,800.00
Total:			\$39,800.00

Billy Wycoff, Owner 6/8/2023

