



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 28, 2023

Re: Request for Proposals (RFP) Contractor to provide 86 Miles Of Roadside Fuel Breaks, Office Issued May 30, 2023 for Highway 162 and County Road 306 Fuel Breaks 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
86 Miles Of Roadside Fuel Breaks

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 86 Miles Of Roadside Fuel Breaks

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; entire project visible from Highway 162 & County Road 306
- 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).

The Glenn County Highway 162 and County Road 306 Fuel Breaks (Project) is located along State Route / Highway 162 and County Road 306 in western Glenn County, California.

This Project will be 100% in the CAL TRANS and County of Glenn right-of-way areas and will establish a pair of fuel breaks along the main thorough-fairs, on both sides, of Highway 162 and County Road 306 to keep hazardous fuels down. The 86 miles in length fuel breaks are designed to prevent wildfire ignitions thus reducing the number of wildfires and greenhouse gas emissions, while reducing the threat of wildfires to people, structures, and communities in Glenn County.

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. Portions of USGS 7.5' Quadrangle Maps: Paskenta, Elk Creek, Stonyford and Fruto. (Shapefile Available by contacting Glenn County RCD).

The Project is directly associated with the reduction of fuels along major travel routes in the State Responsibility Area (SRA), Local Responsibility Area (LRA), and Federal Response Area (FRA) along highways and community ingress and egress, which will consequently reduce the potential for ignitions to become catastrophic wildfires that could gain momentum into structures and other valuable infrastructure such as agricultural lands, livestock, schools, and communities in rural areas.

The Highway 162 fuel break is specifically located along the north and south sides of Highway 162 from the LRA boundary just west of Willows to the community of Elk Creek (22 total miles). The fuel break serves to create a defensible space for emergency response personnel to use to aid in the rapid suppression of wildfires that start along this highway's length. The fuel break will also improve the safe use of the highway as an evacuation route and improve the ability to prevent fire damage and or destruction to the transmission lines that provide power and communications to the Elk Creek community. Critical infrastructure that supports the community of Elk Creek will also be further protected from damage and/or destruction from wildfire.

The County Road 306 fuel break is specifically located along the east and west sides of County Road 306 from the County Road 200 intersection at its northern-most point, down

to the community of Stonyford (Colusa County line), within the SRA in Glenn County (64 total miles). The fuel break will help in protecting the rural communities of Newville, Chrome, Elk Creek, and Stonyford, as well as Grindstone Rancheria and its related cultural resources, from the potential impacts of wildfire. Elk Creek and Stonyford are communities listed on the federal registry of identified communities at risk.

SECTION FOUR: SCOPE OF SERVICES

The Glenn County RCD is implementing this Project under a California Climate Investment (CCI) Wildfire Prevention Program Grant pursuant to Grant Agreement #5GG17226 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(s) to the proposer(s) who best meet 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

Glenn County Highway 162 and County Road 306 Fuel Breaks

Fuel Treatments for this Project

Treatment / Thinning	# Miles
Vegetation Treatment; up to 10 feet wide, acreage accordingly	86
Total # Miles	86

This Project consists of the contractor(s) mechanically or non-mechanically cutting, mowing and/or scraping resulting in removal/reducing vegetation within the Project site. Scrapes or similar methods will go to grade; mowing or cutting shall result in vegetation being no greater than 4" in height within the Project site. Encroachment permits obtained by CAL TRANS and County of Glenn shall be followed.

B. TREATMENT PRESCRIPTION

The objective is to create 86 miles of fuel breaks in priority Project site areas by removing/reducing vegetation along Highway 162 and County Road 306 in the public right-of-way. The fuel breaks will begin at the edge of the vegetation clearance (herbicide sprayed shoulder by CAL TRANS / County of Glenn) and will extend to the edge of the right-of-way;

no more than 10 feet in length.

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 site 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. Encroachment permits obtained by CAL TRANS and County of Glenn shall be followed.

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

Treatment / Thinning	# Miles
Vegetation Treatment; up to 10 feet wide, acreage accordingly	86
Total # Miles	86

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 – HWY 162 & Co Rd 306 Fuel Breaks
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(s).

1. EVALUATION OF PROPOSALS

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contractor(s) 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(s) 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 agenzized 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(s) negotiations are complete.

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’s Wildfire Prevention Program as part of the California Climate Investments Program.”

“Glenn County Highway 162 and County Road 306 Fuel Breaks, is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.”

ATTACHMENTS:

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

A. PROJECT MAP (Shapefiles upon request)

Esri, NASA, NGA, USGS, FEMA, California State Parks, Esri, Hillman, SafeGraph, METI/NASA/USGS, Bureau of Land Management, EPA/NPS, USDA



Glenn County

Glenn County Roads

Glenn County Communities

Project Boundary/Treatment Area

County Road 306

State Route 162

Project Property Owners

Project Zone

Zone 1: South Side of SR162

Zone 2: North Side of SR162

Zone 3: Tehama County to Elk Creek

Zone 4: Elk Creek to Colusa County

0 2 4 8 Miles



Highway 162 and County Road 306 Fuel Break

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 **VEGETATION TREATMENT** 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 Grant Agreement #5GG17226, GLENN COUNTY HIGHWAY 162 AND COUNTY ROAD 306 FUEL BREAKS 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 86 Miles of Roadside Fuel Breaks

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 86 Miles of Roadside Fuel Breaks

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

Are there any requirements for licensing to work on state roadways?

- Glenn County RCD is unaware of specific licensing at the release of the RFP and posting of this Response to Questions.
- Per RFP, Page 7, Section 5 "Proposer and all proposer sub-contractor(s) shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP."
- Per Sample Professional Services Agreement, Page 3, Section 3.2.8 Standard of Care; Performance of Employees "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."

Question 2

Do you know if Caltrans and/or Glenn County will require traffic control? If so, what are the specifications for traffic control.

- See attached permits: Caltrans and County of Glenn. Permit renewals in progress.

Question 3

Can you please confirm this project is not subject to prevailing wage.

- Glenn County RCD has determined prevailing wage is not required for this project as the project is similar in scope to a previously issued DIR Coverage Determination.



"Funding for this project provided by the California Department of Forestry and Fire Protection's Wildfire Prevention Program as part of the California Climate Investments Program."

"Glenn County Highway 162 and County Road 306 Fuel Breaks, is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov."

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT RIDER
TR-0122 (REV 6/1999)

Collected By	Permit No. 0319NLM0261
Rider Fee Paid \$ Exempt	Dist/Co/Rte/PM 03-GLE-162 PM R45.12 to GLE-162 PM
Date Apr 8, 2021	Rider Number 0321-NRT0464

TO: ☐ Glenn County Resource Conservation District

132 North Enright Avenue, Suite C
Willows, CA 95988

Attn: Martin Spannaus
530-934-4601 x5

PERMITTEE

Ref No.

In compliance with your request of April 8, 2021 we are hereby amending the above numbered
encroachment permit as follows DATE

Date of completion extended to: 5/1/2023 . COMPLETION DATE AMENDED.

The Caltrans representative's contact information is:
Damion Farley - Cell: (530) 521-4959, Email: damion.farley@dot.ca.gov

Except as amended, all other terms and provisions of the original permit shall remain in effect.

Damion Farley, Permit Inspector

cc: Darrell Taylor, Nevada City Maint. Station
David Stach, Maintenance Support

APPROVED

AMARJEET BENIPAL, District Director

BY


HIKMAT BSAIBESS, District Permit Engineer

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT
TR-0120 (REV 6/2012)

In compliance with (Check one):

- ☒ Your application of April 11, 2019
- ☐ Utility Notice No. _____ of _____
- ☐ Agreement No. _____ of _____
- ☐ R/W Contract No. _____ of _____

Permit No.
0319-NLM0261

Dist/Cov/Rte/PM
03-GLE-162 PM R45.12 to GLE-162 PM 58.9

Date
April 29, 2019

Fee Paid \$ Exempt	Deposit \$ N/A
Performance Bond Amount (1) \$ N/A	Payment Bond Amount (2) \$ N/A
Bond Company	
Bond Number (1)	Bond Number (2)

TO:

Glenn County Resource Conservation District

132 North Enright Avenue, Suite C
Willows, CA 95988

Attn: Martin Spannaus
530-934-4601 x5

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Establish and maintain a fire fuel break in grass habitat along the north and south sides of State Route 162 between Willows and Elk Creek in Glenn County. In addition to the General and Special Provisions, the following conditions apply:

1. Permittee must arrange the onsite pre-construction meeting with both the Caltrans representative and the Landscape Specialists a minimum of two (2) weeks prior to the start of work to discuss scope of work, schedule, and Traffic Control Plans (TCP).
2. Use discretion when clearing areas where erosion issues are evident or where the needs for biofiltration might be a stormwater concern.

-----Continued on Page 2-----

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (Check applicable):

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | General Provisions |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Utility Maintenance Provisions |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Special Provisions LA-0017, TR-0128, T-9, T-13 |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | A Cal-OSHA permit, if required: Permit No. _____ |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | As-Built Plans Submittal Route Slip for Locally Advertised Projects |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Storm Water Pollution Protection Plan |

In addition to fee, the permittee will be billed actual costs for:

- | | | |
|------------------------------|--|------------|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Review |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Inspection |
| <input type="checkbox"/> Yes | | Field work |

(If any Caltrans effort expended)

- ☒ Yes ☐ No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before May 1, 2021

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.
No project work shall be commenced until all other necessary permits and environmental clearances have been obtained

Damion Farley, Permit Inspector

cc: Chris Seale, Nevada City Maint. Station
David Stach, Maintenance Support

APPROVED:

AMARJEET BENIPAL, District Director

BY:

for Brijesh Hadlock
HIKMAT BSAIBESS, District Permit Engineer

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PERMISSIONS Conditions Continued:

3. Permittee will need to provide Landscape Specialist with a copy of the Pest Control Advisor's approved recommendation for file.
4. Adjacent property owners may need to be contacted before any chemical applications by permittee.
5. Chemical spray applications may need traffic safety clearance, depending on type of equipment being used.
6. All pesticides used must be from the Caltrans approved chemical list.
7. If spray programs are approved for use, all chemical usage must be reported to the Caltrans Landscape Specialist on a quarterly basis. Use the Form LA-0017, "Report of Chemical Spray Operations" to record chemical usage.
8. The pesticide applicator must be properly trained for proper pesticide safety application and be supervised by Qualified Applicator.
9. Prescribed burning is not allowed unless all State, County, Fire and other involved agencies give their approval.
9. Contact the Caltrans Archaeologist, Erick Wulf at 530-741-4030 or at erick.wulf@dot.ca.gov for the latest information the Caltrans has on the area. See General Provisions #26 for additional information.
10. Shoulder/Lane closure requests (including "Road Work Ahead" type signs in shoulder) must be submitted to the Caltrans representative via email (with the form filled out) by the close of business on the Monday preceding the week of planned work, i.e. if you need a closure for a Friday, you must make that request on the Monday of the preceding week (11 days prior). Requests received after the close of business on Monday will not be processed until the following Monday.
11. Lane or shoulder closures (including "Road Work Ahead" type signs in shoulder) are not authorized unless approved by Caltrans' Traffic Management Center (TMC). All closures must be called in to TMC dispatch at 916-859-7900 at the beginning and end of each closure. Failure to do so could result in denial of future closure requests.
12. Permittee must keep a log of all closures called in to TMC (10-97 closure up, 10-98 closure down, and 10-22 canceled closure), and the name of the dispatch person at the TMC. A copy of the log must be provided via e-mail to the Caltrans representative at the end of each week, no later than close of business on Friday.

The Caltrans Field Representative's contact information is:

Damion Farley, Cell: (530) 521-4959, Email: damion.farley@dot.ca.gov

The Caltrans Landscape Specialist's contact information is:

David Stach, Cell: (530) 701-3825, Email: david.stach@dot.ca.gov

The Caltrans Archaeologist's contact information is:

Erick Wulf, Phone (530) 741-4030, Email: erick.wulf@dot.ca.gov

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
REPORT OF CHEMICAL SPRAY OPERATIONS
 LA - 17 (REV. 04/2001)

ADA Notice
 For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

REPORT OF CHEMICAL SPRAY OPERATIONS

CONTRACTOR	WEEK ENDING DATE	PROJECT DESCRIPTION		PROJECT NUMBER
CHEMICAL MIXTURE AND PERCENT ACTIVE MATERIAL	A	B	C	D
WATER RATE				
APPLICATION PER SQUARE FOOT OR ACRE				

CHECK PROPER BOX					PLANTING SPRAYED					PEST KILLED					DESCRIPTION OF AREA (STA., LOOP, ETC.)									
DAY	WINDY	CALM	A.M.	P.M.	CLOUDY	SUNNY	CHEMICAL USED				TREES	SHRUBS	IVY	ICE PLANT		P.M.	GROUND COVER	GRASS	BROADLEAF	STOLONS	SCALE, MOTH, ETC.	DISEASE		
							A	B	C	D														
MON																								
TUE																								
WED																								
THU																								
FRI																								
SAT																								

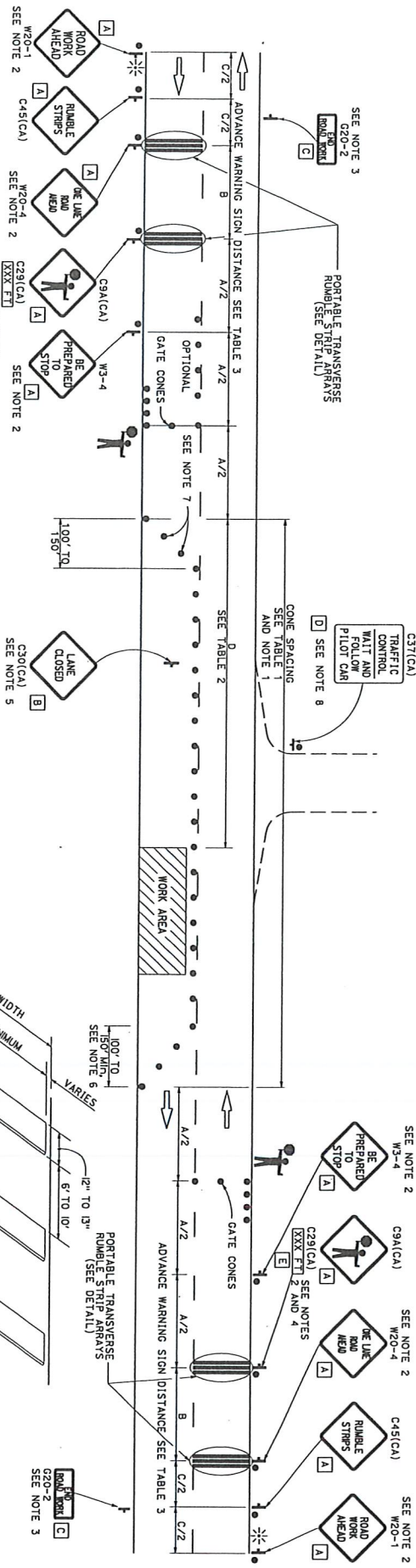
RESIDENT ENGINEER COMMENTS:

CONTRACTOR'S REPRESENTATIVE

COPY TO: DISTRICT _____ MAINTENANCE FOR FILE

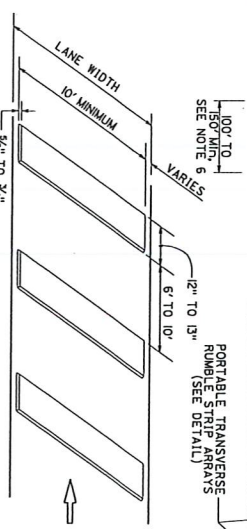
NOTES:
See Standard Plan T9 for tables.
Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.
Provide at least one person to continuously maintain traffic control devices for lane closures.

TYPICAL LANE CLOSURE WITH REVERSIBLE CONTROL



NOTES:

1. Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
2. Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
3. A G20-2 "END ROAD WORK" sign shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project limits.
4. An optional C29(CA) sign may be placed below the C9A(CA) sign.
5. Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work area. They are optional if the work area is visible from the flagger station.
6. Length may be reduced by the Engineer to address site conditions.
7. Either traffic cones or barricades shall be placed on the taper. Barricades shall be Type I, II, or III.
8. When a pilot car is used, place a C37(CA) "TRAFFIC CONTROL--WAIT AND FOLLOW PILOT CAR" sign with black legend on white background at all intersections, driveways and alleys without a flagger within the traffic control area.



SIGN PANEL SIZE (MIN)

- A 48" x 48"
- B 30" x 30"
- C 36" x 18"
- D 36" x 42"
- E 20" x 7"

PORTABLE TRANSVERSE RUMBLE STRIP ARRAY DETAIL

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON TWO LANE CONVENTIONAL HIGHWAYS
NO SCALE

- LEGEND**
- TRAFFIC CONE
 - TEMPORARY TRAFFIC CONTROL SIGN
 - PORTABLE FLASHING BEACON
 - FLAGGER

DATE	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS
REGISTERED CIVIL ENGINEER May 31, 2018 PLANS APPROVAL DATE ONE STATE OF CALIFORNIA OR ITS OFFICES HAS REVIEWED THESE PLANS AND CERTIFIES TO THE COMPLETENESS OF ISSUED SHEETS OF THIS PLAN SHEET. TITLE OF DRAWING DATE OF DRAWING				

DATE	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

REGISTERED CIVIL ENGINEER	
MAY 31, 2018	
PLANS APPROVAL DATE	1117 001200
FOR THESE PLANS, THE ENGINEER HAS REVIEWED THE	2-31-18
AND ACCEPTED THAT THE PLANS COMPLY WITH THE	STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA

REGISTERED CIVIL ENGINEER	1117 001200
DATE	2-31-18
FOR THESE PLANS, THE ENGINEER HAS REVIEWED THE	STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA

TABLE 1

TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING									
SPEED (S)	MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (M)					MAXIMUM CHANNELIZING DEVICE SPACING			
	TANGENT	MERGING	SHIFTING	SHOULDER	TAPER	X	Y	Z	**
mph	ft	ft	ft	ft	ft	ft	ft	ft	ft
20	160	80	40	27	20	40	10		
25	250	125	63	42	25	50	12		
30	360	180	90	60	30	60	15		
35	490	245	123	82	35	70	17		
40	640	320	160	107	40	80	20		
45	1080	540	270	180	45	90	22		
50	1200	600	300	200	50	100	25		
55	1320	660	330	220	50	100	25		
60	1440	720	360	240	50	100	25		
65	1560	780	390	260	50	100	25		
70	1680	840	420	280	50	100	25		
75	1800	900	450	300	50	100	25		

* - For other offsets, use the following merging taper length formula for L:
For speed of 45 mph or less, L = WS
For speed of 45 mph or more, L = WS

Where: L = Taper length in feet
W = Width of offset in feet

S = Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Use for taper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channelizers (CA).

TABLE 2

LONGITUDINAL BUFFER SPACE AND FLAGGER STATION SPACING				
SPEED *	Min D **	DOWNGRADE Min D ***		
		-3%	-6%	-9%
mph	ft	ft	ft	ft
20	115	116	120	126
25	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	313	333	354
45	360	378	400	427
50	425	446	474	507
55	495	520	553	593
60	570	598	638	686
65	645	682	728	785
70	730	771	825	891
75	820	866	927	1003

* - Speed is posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Longitudinal buffer space or flagger station spacing and longer than 1 mile.

*** - Use on sustained downgrade steeper than -3 percent

TABLE 3

ADVANCE WARNING SIGN SPACING				
ROAD TYPE	DISTANCE BETWEEN SIGNS *			
	A	B	C	D
URBAN - 25 MPH OR LESS	100	100	100	100
URBAN - MORE THAN 25 MPH TO 40 MPH	250	250	250	250
URBAN - MORE THAN 40 MPH	350	350	350	350
RURAL	500	500	500	500
EXPRESSWAY / FREEWAY	1000	1500	2640	

* - The distances are approximate, are intended for guidance purposes only, and should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
TRAFFIC CONTROL SYSTEM TABLES
FOR LANE AND RAMP CLOSURES

NO SCALE

Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.
34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed on Permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee.
35. **NOTIFICATION OF CLOSURES TO DEPARTMENT AND TRAFFIC MANAGEMENT CENTER (TMC):** The Permittee must notify the Department's representative and the Traffic Management Center (TMC) at least seven (7) days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur three (3) days before closure or other potential traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et. seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the regional notification center at least forty-eight (48) hours before performing any excavation work within the State highway right-of-way.
38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1191.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et

seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects."

39. **STORMWATER:** The Permittee is responsible for full compliance with the following:

- For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under *Order No. 2012-0011-DWQ*, *NPDES No CAS000003*; and
- In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit *Order No. 2009-0009-DWQ*, *NPDES No CAS000002*; and
- In addition, for projects disturbing one acre or more of soil in the Lahontan Region with *Order No. R6T-2016-0010*, *NPDES No CAG616002*.

For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors under contract to the State and/or the Department, and the subcontractors of such contractors.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

29. NO PRECEDENT ESTABLISHED: This encroachment permit is issued with the understanding that it does not establish a precedent.

30. FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:

a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:

- i. No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- ii. In connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
- iii. Such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
- iv. The Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

b) In the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

31. MAINTENANCE OF HIGHWAYS: By accepting this encroachment permit, the Permittee agrees to properly maintain any encroachment. This assurance requires the Permittee to provide inspection and repair any damage, at Permittee's expense, to State facilities resulting from the encroachment.

32. SPECIAL EVENTS: In accordance with subdivision (a) of Streets and Highways Code section 682.5, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the

corporations or privately owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:

- a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 *Contract Bonds* of the Department's Standard Specifications before performing any project construction work.
- b) The local public agency Permittee must defend, indemnify, and hold harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.

25. FUTURE MOVING OF INSTALLATIONS: Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.

26. ENVIRONMENTAL:

- a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
- b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous waste/material specialist who must evaluate the site at Permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway

soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

27. PREVAILING WAGES: Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.

28. LIABILITY, DEFENSE, AND INDEMNITY: The Permittee agrees to indemnify and save harmless the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee or anyone acting on behalf of the Permittee to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the parties that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04, *Public Safety*, of the Department's Standard Specifications.

14. **PUBLIC TRAFFIC CONTROL:** As required by law, the Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

Lane and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for traffic control systems, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, *Temporary Traffic Control*) must be followed.

15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public, such that traffic is not unreasonably delayed.
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, *Public Safety*, of the Department's Standard Specifications.
17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the State, the

Department, and from the Directors, officers, and employees of the State and/or the Department.

21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
- a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
 - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
 - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
 - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
 - f) The As-Built plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT GENERAL PROVISIONS
TR-0045 (REV. 11/2018)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications and denial of encroachment permits.
4. **ASSIGNMENT:** This encroachment permit allows only the Permittee or Permittee's authorized agent to work within or encroach upon the State Highway right-of-way, and the Permittee may not assign this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State Highway right-of-way.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State Highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. Permittee must not give final construction completion approval to its contractor, until final acceptance and approval is obtained from the Department.
10. **PERMIT AT WORKSITE:** Permittee must keep the permit package or a copy thereof at the work site at all times, and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits necessary and required by law, including but not limited to permits from the California Public Utilities Commission (CPUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction. Permittee warrants all such permits have been obtained before beginning work under this encroachment permit.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum continuous passageway of four (4) feet must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.



Public Works Agency
P.O. box 1070
Willows, CA 95988
Telephone (530) 934-6530
Fax (530) 934-6533

Permit No: **EP2104-0002**

Date Received: **4/6/2021**

APPLICATION FOR ENCROACHMENT PERMIT

☐ Residential ☒ Commercial

I, WE, the undersigned, hereby apply to the County of Glenn for an Encroachment Permit to do the following work within the County Right of Way in accordance with county ordinances and general laws.

Permittee: GLENN COUNTY RCD

Contact: Martin Spannaus

Address: 132 N. ENRIGHT AVE. SUITE C

Phone: 530-934-4601

City, State Zip: WILLOWS, CA, 95988

Fax no: _____

Signature: _____

Date

Applied: 4/6/2021

TYPE OF WORK PROPOSED TO BE DONE IN RIGHT OF WAY

_____ Driveway (_____ Permanent _____ Temporary or _____ Natural Gas) _____ Curb & Gutter

_____ Utilities (_____ Electrical _____ Natural Gas _____ Telephone) _____ Geophysical ☒ Other (Explain Below)

DESCRIPTION OF PROPOSED WORK

Fuels reduction project. Prescribed fire of annual grass to maintain fuel break. Work to be done by Calfire.

JOB SITE LOCATION (Include nearest cross street) **Assessor Parcel Number(s) (APN)** _____

County Road 306 from County Road 200 to the Colusa County line.

Do not write below this line

To Be filled out by County

PERMIT GRANTED

In compliance with your above request, and subject to all terms, conditions, or special conditions written below or attached to this form, permission is hereby granted. General Conditions and Glenn County Standard Drawings are attached. Please read carefully. You are responsible for compliance with these Conditions.

Date Permit Issued 4/6/21 and is null and void after 4/6/22 Permit Fee: \$40.50

☒ Please see additional instructions and/or conditions attached

Receipt No: B12577

☐ No Requirements

Michael Briggs
Signature of approving Public Works Official

Title: ENGINEERING TECH. III

GLENN COUNTY PUBLIC WORKS ENCROACHMENT PERMIT GENERAL CONDITIONS

Please read these Conditions carefully, you are responsible for compliance with these Conditions.

1. All work under this permit **MUST** be inspected - - call (530) 934-6530 48 hours prior to start of work.
2. Public Utilities and Public Agencies are hereby advised that, pursuant to Section 1463 of the California Streets and Highway Code, in the event future improvement of the highway necessitates the relocation of the encroachment herein authorized, the permittee shall relocate same at his own expense.
3. All permittees other than Public Utilities or Public Agencies are hereby advised that the encroachment herein authorized (except street improvements constructed in accordance with approved plan) is revocable on five days notice in accordance with Section 1463 of the California Streets and Highways Code.
4. The permittee agrees to save, indemnify and hold harmless the County of Glenn or its representatives from all liabilities imposed by law by reason of injuries to or death of any person or persons or damage to property which may arise out of the work covered by this permit and does hereby agree to defend the County in any claim or action asserting such liability.
5. Accepting this permit or starting any work hereunder, shall constitute acceptance and agreement to all of the conciliations and requirements of this permit and ordinances, laws and specifications authorizing issuance of such permit.
6. This permit shall be kept at the site at all times that work is being performed.
7. This permit shall, in all respects, be subject to and governed by the provisions of Chapter 5.5; commencing with Section 1450 Division 2 of the Streets and Highways Code of the State of California, except where expressly superseded by more stringent County Ordinances of provisions contained here in.
8. Permittee agrees to notify the County within five (5) days after completion of all work authorized under this permit, and shall obtain final approval and acceptance of work from the Department of Public Works.
9. Permittee shall maintain the improvement constructed or made pursuant to this permit in good and safe condition for as long as permittee owns or controls the improvement.
10. For underground pipelines and utilities at all locations, the length of trench open at any one time shall not exceed that in which the line can be laid and the trench back filled in one day, and the amount of line stored at any one location within the County right of way shall not exceed that which can be laid in one day. Trench backfill material and/or excavated material from the trench shall not be stockpiled within the county right of way in excess of that which can be used within the same working day. No material from excavation or construction materials shall be stockpiled within the existing roadway paved areas. Temporary paving of a minimum thickness of 1 ½" of cold mix pavement shall be placed within 24 hours after completion of the backfill operations.
11. Driveway access to private property shall be maintained at all times.
12. The rights granted permittee under this permit are limited to those possessed by the County and the County does not warrant it has adequate rights for the intended use.
13. No Permit to excavate shall be valid unless the applicant has been provided an inquiry identification number by a "Regional Notification Center" pursuant to Section 4216 & 4217 of the Government Code.
14. Permittee is responsible for obtaining all required permits, approvals and/or easements.
15. Permittee shall be responsible for the protection of existing facilities within the County maintained road right of way, whether said facilities are public utilities or private, and assumes sole responsibility and liability if said facilities are damaged by the placing and/or operation of Permittee's system and/or improvements.
16. If Permittee damages any existing facility, Permittee shall immediately notify the owner of the facility as to the extent of the damage and the location.
17. The County Engineer, or his agent, may temporarily suspend Permittee's operation within the Maintained Road Right of Way when it is determined that Permittee's operation has or will be detrimental to the Maintained Road Right of Way.
18. The Permittee agrees by the acceptance of this permit to property maintain any encroachment placed by the Permittee on any part of the County Highway and to immediately repair any injury to any portion of the highway which occurs as a result of the encroachment, until such time as the Permittee may be relieved of the responsibility of such encroachment of the County Department of Public Works.
19. No material used for fill or backfill in the construction of the encroachment shall be borrowed or taken from within the county right of way.
20. Whenever necessary to secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work.
21. If the construction work covered by this permit is to be done by a private contractor hired by the applicant, the applicant shall notify contractor as to the special conditions and requirements herein.
22. Permittee agrees to place all necessary barricades, and/or other devices to protect traffic at all times in accordance with the latest edition of the State of California, Department of Transportation Standard Specifications and Standard Plans. Traffic to be permitted to pass at all times unless otherwise specified. One-way traffic may be maintained, in the area of work only, during daylight hours. Two-way traffic shall be maintained at all times during hours of darkness and where practicable during daylight hours.

**GLENN COUNTY PUBLIC WORKS DEPARTMENT
SPECIAL ENCROACHMENT PERMIT CONDITIONS**

PERMIT NO. 2104-0002

PERMITTEE: Glenn County RCD

APPROVED BY: MB

Please read these Conditions carefully, you are responsible for compliance with the Conditions marked "X".

1. ☐ All excavation, back fill, compaction and surface replacement performed within the Right-of-Way areas shall be in accordance with current Glenn County Standards.
2. ☐ The crossing of County Road shall only be accomplished by boring under the paved section of the roadway. The boring operations shall begin and end no closer than five (5) feet from the existing pavement edges.
3. ☐ Permittee shall provide and bear all direct and incidental cost for soil compaction test by a Registered Civil Engineer or Certified Soils Lab at the depths and locations specified by the Glenn County Public Works Department.
4. ☐ Proposed facility shall be installed in accordance with attached plans .
5. ☐ Maintain a minimum of cover from finish grade to the top of the proposed underground facilities.
6. ☒ Any area of the County Right-Of-Way affected by the operations of the Permittee shall be regraded and restored to its original condition or better upon completion of the work covered by this Permit. **Any pavement disturbed shall be replaced with a minimum 0.2' hot-mix asphalt-concrete.**
7. ☒ The Permittee is responsible for the protection of all existing survey monuments. Any monuments disturbed or destroyed shall be replaced by a Registered Civil Engineer or a Licensed Land Surveyor at the sole expense of the Permittee. If said disturbed or destroyed monuments are not replaced within 30 days after receiving written notice from the County, the County will cause the monuments to be replaced and the Permittee will pay all cost incurred thereof.
8. ☐ All above ground facilities, appurtenances and markers must be placed a minimum of six (6') feet from the edge of the shoulders or twelve (12') feet from the edges of pavement, whichever is greater.
9. ☐ Permittee or his authorized agent shall certify in writing to Glenn County Public Works Department that minimum depths as specified in the above conditions numbered Four (4) and/or Five (5) have been complied with.
10. ☐ The top Twelve (12) inches of any area where a utility is plowed in shall be recompact to a minimum density equal to the existing ground.
11. ☐ Pullbox covers shall be set to a grade of 1"± on any unpaved shoulders and to a grade of ¼ "± on any paved surfacing measured with a straight edge in two directions.
12. ☐ No open cut in pavement allowed.
13. ☐ Open cut in pavement approved subject to maintaining traffic flow at all times.
14. ☐ All trenches shall be shored in conformance with State Safety Standards.
15. ☐ Pavement to be neatly cut prior to trenching.
16. ☐ Restore all drive approaches that are crossed to the same, or better, condition.
17. ☐ Glenn County Standards Drawing No. attached.
18. ☐ Glenn County Standards Drawing No. attached.
19. ☐ Glenn County Standards Drawing No. attached.
20. ☒ Permittee agrees to place all necessary barricades, and/or other devices to protect traffic at all times in accordance with the latest edition of the State of California, Department of Transportation Standard Specifications and Standard Plans. Traffic to be permitted to pass at all times unless otherwise specified. One-way traffic may be maintained, in the area of work only, during daylight hours. Two way traffic shall be maintained at all times during hours of darkness and where practicable during daylight hours.
21. ☒ **All brush and debris shall be removed from the County right-of-way.**
22. ☐



Cash Register Receipt

Glenn County

Receipt Number
B012577

DESCRIPTION	ACCOUNT	QTY	PAID
PermitTRAK			\$40.50
EP2104-0002 Address: APN:			\$40.50
ENCROACHMENT PERMIT			\$40.50
6% ENCROACHMENT	02261000-24131	0	\$2.29
ENCROACHMENT PERMIT	01200000-24131	0	\$38.21
TOTAL FEES PAID BY RECEIPT:B012577			\$40.50

Date Paid: Tuesday, April 06, 2021

Paid By: MARTIN SPANNAUS

Cashier: KM

Pay Method: CASH



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: Highway 162 and County Road 306 Fuel Breaks

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 cursive and reads "Kandi Manhart Belding". The letters are connected and fluid, with a long, sweeping underline that extends to the right.

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	43	12.90	18.00
D. Cost		30%	20	15	4.50	6.00
Total				78.00	25.40	32.00

Glenn County RCD's

REQUEST FOR PROPOSALS (RFP)

Contractor to provide 86 Miles of Roadside Fuel Breaks

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: 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	43
Approach to meet Project needs?	5	
High quality?	5	
Cost effective?	4	
Competitive?	4	
Environmentally sound?	5	
Timeline meets Project needs?	5	
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?	N/A
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 15
Cost per acre is identified?	5
Overall cost is within Glenn County RCD budget?	2
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% |

25.40

For example, scoring will be calculated as follows:

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

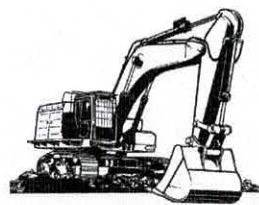
Completeness of Proposal	PASS				
Qualifications and Experience	40%	x	20	Equals	8.00
Approach and Timeline	30%	x	60	Equals	18.00
Cost	30%	x	20	Equals	6.00
			100		32.00

>> 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

86 Miles of Roadside Fuel Breaks

Qualifications and Experience:

Cook Construction is a small business made up of primarily family members who have worked together in the Glenn and Colusa county area 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. We 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.

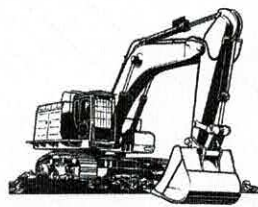
*Owner Ken Cook has over 30 years' experience as a contractor and equipment operator, specializing in in all aspects of running dozer and excavator, comfortable in steep terrain, as well as having a General A license. Either Barney Cook or Ken Cook will be on sight at all times as project manager but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

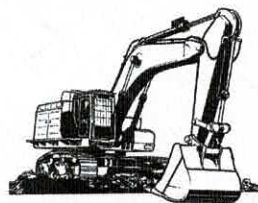
In March of 2022 we worked for Corner Bit on a 100 acre, \$150,000 fuel break in Willits, Ca that was successfully completed on time. This job was completely done by mastication.

*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

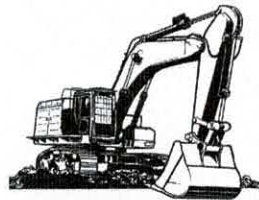
In the last 10 years we have developed a road system on Bills 2000-acre ranch as well as clearing over 300 acres of brush that consist of piling with a brush rake, masticating and burning the piles.

*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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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.

2019 057 Kubota Excavator with 60 inch flail type mower

2023 Kubota SVL- 97 with 72 rotary mower

2019 dodge with 300 gallon fire system and trailer

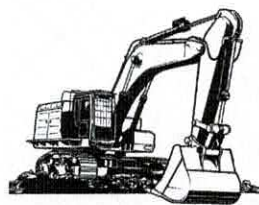
1992 Kw 2300-gallon water truck

Safety:

We will have signs out for traffic control and the proper flashing lights on all equipment to warn traffic as to where we are at all times. If there is an area we feel is a danger for regular traffic flow will stop traffic until it is safe to proceed. 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

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

COOK CONSTRUCTION ENGINEERING PARTNERSHIP



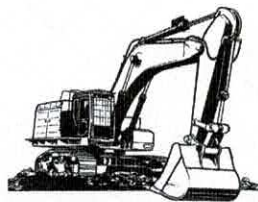
General A License #1012606
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DIR #1000041201
UEI #DZG2PXQLNVT4
40 Hour Hazwoper Cert. #2111141394973

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.

Approach:

Our approach on this job will be to bring a Kubota SVL 97 skid steer with a 72 inch mower and a Kubota 057 (6 ton) excavator with 60 inch mower. We will pair the skid steer up with our KW 2300-gallon water truck and put them out front getting all the easily accessible areas. Putting these two machines together will speed up productivity as we hope to get 4 to 5 miles a day. We will pair up our excavator with our dodge fire truck and trailer getting all the cut banks, culvert areas and any hard-to-get places. We will have a trailer with this pair so we can leapfrog from area to area as to save time tracking the excavator. We are hoping to get 2 miles a day from this pair. We want to keep a water truck with each machine to reduce the risk of a fire. We will be working early mornings possibly even before daylight if approved by your office to keep the risk of fire at a minimum. We drive these roads every day and have a good understanding of the task at hand as well as take a lot of pride in making our hometown area look as nice as possible. We will cut all grass and brush accordingly as per the scope of work and plan on leaving our roadways looking nice as possible should we get this job. 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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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 be hopefully working early mornings possibly before dark if approved by your office and try to get done each day before the risk of fires gets to high. We plan on getting 6 to 7 miles a day finished therefore the length of the job should be 14 to 20 days depending on weather and how many hours a day we can cut.

Cost:

86 miles of vegetation treatment

Up to 10' wide, acreage accordingly

Cost per mile \$1000.00

Total cost 86 miles \$86,000.00

Ken Cook owner

Thank You for considering us for your job!

A handwritten signature in blue ink, appearing to read 'Ken Cook', with a stylized flourish at the end.







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.

Certificate of Completion

This is to certify that

KENNETH COOK

has satisfactorily completed

A-GENERAL ENGINEERING

on this 01ST day of JUNE , 2011



**CONTRACTORS STATE
LICENSE SERVICES**

David Meyner
AUTHORIZED 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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Registrations

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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

CLICKSAFETY™

TRAINING. COMPLIANCE. YOUR FUTURE.

certifies that

Kenneth Cook

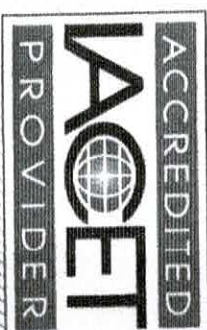
has successfully completed

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

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 accredited 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 to verify certificate.

Annual Refresher Training Required



UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1998

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

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

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

Business Web Address

Service Areas

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

View Keywords

View Classifications

View Supplier Diversity Information

Active Certifications

?

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	12	4.80	8.00
	30%	60	24	7.20	18.00
	30%	20	18	5.40	6.00
			54.00	17.40	32.00

Glenn County RCD's

REQUEST FOR PROPOSALS (RFP)

Contractor to provide 86 Miles of Roadside Fuel Breaks

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: Billy Wysocki 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.	YES <input checked="" type="radio"/> NO <i>no copies provided LIC # provided PRC # provided</i>
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	12
Overview of qualifications and experience to meet Project needs? (meets minimum qualifications, familiarity of this Project and Project area)		2
Ability to coordinate with field personnel and project managers?		4
Ability to successfully complete projects?		4
Ability to meet planned timelines for projects?		2
C. Approach and Timeline (30% - Up to 60 points)	Rank 5, most qualified Rank 1, least qualified	24
Approach to meet Project needs?		2
High quality?		2
Cost effective?		5
Competitive?		5
Environmentally sound?		2 - no info
Timeline meets Project needs?		2 - does not include state
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?	N/A
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 KB
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% |

17.40

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

Wycoff Construction is an independently owned and operated small business with over 18 years of experience. Our staff has the knowledge to perform and skills needed to execute this project.

To insure we meet contractual requirements: 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 of the contract. Throughout the history of our company we have been involved with jobs ranging from small private sector, as well as State and Federal Government projects. With each contract awarded we gain knowledge and experience on how best to meet contractual needs.

For this project we plan on utilizing a CAT 299D2 XHP tracked skid steer with a flail mower attachment and a Bobcat E42R2 mini excavator with flail mower to mow the road sides. We estimate approximately 30 days to complete. We will have a pickup with a fire wagon and proper signage for roadside fire and public safety.

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:

Sub-Contractor: None

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

Cost Proposal

	Miles	Cost Per Mile
Total		
Vegetation Treatment:		
Up to 10 Feet wide, acreage accordingly	86	\$825.00

Total: \$70,950.00

Billy Wycoff, Owner 6/8/2023

Billy Wycoff

Anvil Builders Inc.

	PASS / FAIL	Percent	Up to # Points	# Score Received	Points Received	Max Score
A. Completeness of Proposal	PASS					
B. Qualifications and Experience		40%	20	15	6.00	8.00
C. Approach and Timeline		30%	60	21	6.30	18.00
D. Cost		30%	20	13	3.90	6.00
Total				49.00	16.20	32.00

Glenn County RCD's

REQUEST FOR PROPOSALS (RFP)

Contractor to provide 86 Miles of Roadside Fuel Breaks

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: Anvil Builders 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	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	15
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?	3	
C. Approach and Timeline (30% - Up to 60 points)	Rank 5, most qualified Rank 1, least qualified	21
Approach to meet Project needs?	2	
High quality?	2	
Cost effective?	1	
Competitive?	1	
Environmentally sound?	4	
Timeline meets Project needs?	3	- 2/2023
Demonstrated understanding of Project Scope?	2	
Demonstrated understanding of Project Scope: technically sound?	2	
Sub-contractor(s) included?	YES <input checked="" type="radio"/> NO	Unk/has
If yes to the above, ability to educate and/or train sub-contractor(s)? Existing relationship?		N/A
Staff Organization		
Chart included?	<input checked="" type="radio"/> YES NO	

If yes to the above, are roles and responsibilities well defined for each employee and sub-contractor, if applicable?	N/A
Non-discrimination is acknowledged.	0
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 13
Cost per acre is identified?	5
Overall cost is within Glenn County RCD budget?	0
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% |

16.20

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					

REPAIRING THE PAST, BUILDING THE FUTURE



HIGHWAY 162 AND COUNTY ROAD 306 FUEL BREAKS - RFP

TECHNICAL PROPOSAL

Submission Date: June 9, 2023

PREPARED BY

Anvil Builders Inc.
1550 Park Avenue
Emeryville, CA 94608
(707) 523-4399

PREPARED FOR

Glenn County RCD
Attn: Kandi Manhart
132 N. Enright Avenue, Suite C
Willows, CA 95988



TECHNICAL PROPOSAL

Highway 162 and County Road 306 Fuel Breaks - RFP

Prepared for the Glenn County Resource Conservation District

This Technical Proposal is being submitted in response to the Sacramento River Corridor Hazardous Fuels Reduction Project – RFP #2 Request for Proposal (RFP) issued on May 30, 2023.

This Technical Proposal, along with the Cost Proposal, constitutes a firm offer and binds this company to accept award under the terms of the sample contract, the bid form, and any of the accepted terms of this Technical Proposal.

This offer is valid for 60 days from its due date of June 9, 2023.

Anvil Builders Inc.	(707) 787-7334
Company Name	Telephone
1550 Park Ave.	(707) 523-4127
Address	Fax
Emeryville, CA 94608	tyler.willis@atlas-tree.com
City, State, Zip	Email Address
Tyler R. Willis	Director of Forest Management
Bidder's Name	Title
	June 9, 2023
Bidder's Signature	Date



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 Licensed Timber Operator – Type A license11



COMPANY INFORMATION

Anvil Builders Inc. (Anvil) has successfully performed and delivered municipal, state, and federal contracts worth tens of millions of dollars. Anvil recently acquired Kingsborough Atlas Tree Surgery, Inc. (Atlas Tree), which was founded by nationally ranked tree climber and Sonoma County native, Rich Kingsborough. Atlas Tree has consistently elevated the standard of the tree care industry and brings more than 40 years of experience over thousands of projects.

Anvil's core purpose is to create opportunities that make an impact. Anvil meets those opportunities by employing deeply experienced masters of their trade and craft who ensure that our estimating and delivery of projects and services is second to none. Anvil is based in San Francisco, a city known for both its deep history and cutting edge innovation. This is an apt metaphor for how we approach every project we undertake. We are working with the very basis of modern civilization and infrastructure: concrete, steel, timber, and sound engineering to repair, rebuilt, rehabilitate, and lay anew the systems that will deliver clean water, sustainable forests, and safe structural foundations for today's citizens and generations to come.

COMPANY SNAPSHOT

LEGAL NAME: Anvil Builders Inc.

ENTITY TYPE: Corporation

EIN: 27-3264836

DUNS #: 964 030709

DIR: 1000003867

CERTIFICATIONS AND LICENSES

CA LICENSED TIMBER OPERATOR (LTO): A012223

CSLB A, B, C-61/ D63, C-61/D49, ASB, HAZ: 952883

8A:305804

POINT OF CONTACT

Tyler Willis, Director of Forest Management

1544 Ludwig Ave., Santa Rosa, CA 95407

Cell: (707) 787-7334

Email: tyler.willis@atlas-tree.com

NAICS CODES

113310	Logging
115310	Soil Preparation, Planting, and Cultivating
115310	Support Activities for Forestry
237990	Other Heavy Construction—Trails
238910	Site Preparation Contractors
561730	Landscaping Services
624230	Emergency and Other Relief Services

CORE COMPETENCIES

- ▶ Forest Health Restoration
- ▶ Timber Harvesting
- ▶ Wildfire Recovery
- ▶ Vegetation Management
- ▶ Biomass Utilization
- ▶ Forest Fuels Reduction
- ▶ Hazard Tree Removal
- ▶ Land and Right-of-Way Clearing
- ▶ Pruning and Thinning

CLIENTELE

- ▶ Pacific Gas & Electric
- ▶ California Department of Transportation
- ▶ California Department of Forestry and Fire Protection
- ▶ County of Sonoma
- ▶ State of California
- ▶ USDA Forest Service
- ▶ El Dorado Resource Conservation District



COST PROPOSAL

HIGHWAY 162 AND COUNTY ROAD 306 FUEL BREAKS - RFP			
Treatment Description	Quantity	Unit of Measure	Price Per Acre
Vegetation Treatment; up to 10 feet wide, acreage accordingly	86	Miles	\$ 5,823.00
TOTAL			\$500,778.00

COMMITMENT TO PROJECT EXECUTION

Anvil has a proven track record of successfully completing projects safely, timely, and efficiently for a wide range of customers, including the USDA-Forest Service, California Department of Transportation, Pacific Gas & Electric, and El Dorado Resource Conservation District. Additionally, our team has a proven track record of completing similar projects in a safe and timely manner, including the CalRecycle 2021 Fires: Structural Debris Removal and Hazard Tree Removal project and the Sierra-at-Tahoe Hazardous Trees and Hazardous Fuels Removal and Restoration Project.

Anvil's comprehensive teams of professional foresters, arborists, equipment operators, and field and management staff specialize in planning and implementing complex tree and timber management projects. Anvil's expert operators and field crews, supported by the management staff, have the wherewithal and resources needed to ensure a rapid start to operations and a continuous rate of production that will enable the team to complete this project efficiently and on schedule.

PROJECT TIMELINE

Anvil's crews will operate 5-day work weeks, Monday through Friday, during daylight hours. Anvil will only operate during dry/frozen conditions, when ground rutting will be minimal, and we will preemptively stop forestry operations if excessive rutting occurs.

Below is the anticipated project timeline for completing this project, including 6 additional days as contingency for inclement weather, elevated project activity level fire danger days, unforeseen circumstances, and the removal of available timber subject to agreement.

HIGHWAY 162 AND COUNTY ROAD 306 FUEL BREAKS - RFP			
Estimated Rate of Production	Anticipated Start Date	Estimated End Date	Total Operational Days
2 miles/day	September 11, 2023	November 4, 2023	Approximately 49 days



TECHNICAL APPROACH

Anvil has various types of mastication equipment ranging in size from small compact skid steers and excavators to large self-leveling, tracked feller bunchers and Sennebogens (Figure 1) outfitted with mulching attachments. Anvil's equipment can perform mastication on slopes up to 45 percent (under certain site conditions, including roadside projects, mastication operations may be able to exceed 45 percent) and has the power and capacity to grind trees up to 22 inches DBH. With this wide array of equipment, Anvil will perform all mastication requirements including the reduction of shrubs and brush, removal of understory trees, mulching down and dead logs, and controlling vegetation along roadsides and hard to reach areas such as cut-banks, outcroppings, gullies, and steep slopes.



Figure 1. Sennebogen 718 Tree Handler with FAE mastication attachment

Anvil's innovative Sennebogen 718 tree-handler will begin the operational workflow by masticating roadside trees and brush. This 21-ton, rubber-tired machine is equipped with an FAE mastication head attached to a telescoping boom arm capable of extending up to 43 feet. The operator works from an enclosed cab that can be hydraulically elevated to an eye-level of 18 feet. The cab also comes with a tilting mechanism to improve the operator's visibility while operating the machine on sloping ground.

To support the Sennebogen 718, Anvil will deploy a Bandit BTC-150 track masticator (Figure 2). This machine is built specifically for land clearing of roadside and right-of-way maintenance. This 16,740 pound machine is outfitted with a 72-inch wide mulcher head and features low ground pressure to maneuver over softer conditions with ease. The addition of the Bandit BTC-150 track masticator will allow operations to occur at an uninterrupted rate of production as the team will have the combined benefit of the dedicated track carrier style machine coupled with the dexterity of the boom-style mastication unit.



Figure 2. BTC-150 Track Carrier Masticator



EQUIPMENT LIST

MASTICATION OPERATIONS

- 1 – Sennebogen 718 E Tree Care Handler w/ FAE Mastication Head (123 kW/2200 rpm)
- 1 – Bandit BTC-150 Track Carrier Masticator (148 HP)

PROJECT SUPPORT AND FIRE SUPPRESSION

- 1 – Polaris Ranger Crew XP100 UTV's w/CAFS
- 2 – Ford/Chevrolet Crew Trucks

Proposed machinery may be substituted with similar makes and/or models.

FIELD PERSONNEL

- 1 – Forest Management Superintendent
- 1 – Foreman/Heavy Equipment Operator
- 1 – Additional Heavy Equipment Operators



Mendocino RCD: Northern Red Mtn Forest Health Improvement Project, 2023 – Sennebogen 718 E performing roadside fuels reduction



KEY PERSONNEL

TYLER WILLIS

DIRECTOR OF FOREST MANAGEMENT / CLIENT PROJECT MANAGER

YEARS OF EXPERIENCE: 14

EDUCATION

B.S. / Forestry Business, Colorado State University / Fort Collins, CO

A.S. / Natural Resources Management, Front Range Community College / Fort Collins, CO

CERTIFICATIONS

International Society of Arboriculture (ISA) Certified Arborist / RM-7325A

ISA Tree Risk Assessment Qualification (TRAQ)

CAL FIRE / Licensed Timber Operator (LTO) Training

Wilderness First Aid/CPR Training

OSHA 10-Hour Construction Training

Tyler brings more than 14 years of diversified professional forestry and silviculture experience to the Atlas team. As a Certified Arborist, he works with clients to understand their project objectives and requirements associated with fuels reduction, habitat improvement, watershed protection, commercial logging and/or land use. He assesses site conditions, conducts timber cruises, evaluates timber/fiber markets, evaluates access roads, and develops work plans for project implementation while complying with NEPA. Tyler manages and implements a wide variety of projects including Forestry Management Plans and Related Consulting, Insect and Disease Diagnosis and Treatment, Timber Cruising and Economic Evaluations, and Wildfire Fuels Reduction and Mitigation.

As the overall Project Manager, Tyler assesses the project prescription and quality requirements and suggests the optimal workflow. He works as a liaison between the client and the operations staff, communicating the quality and prescription requirements to assure they are understood and performed correctly.

BRETT HAYDEN

LOGGING AND FUELS TREATMENT SUPERVISOR

YEARS OF EXPERIENCE: 37

CERTIFICATIONS

CAL FIRE / Licensed Timber Operator (LTO)

HAZWOPER Certification

Wilderness First Aid/CPR Training

Brett Hayden has more than 37 years of experience in the tree and timber industry. He is a key member of the Atlas Tree operations team and is responsible for supervising the daily operations of multiple forest management projects to maximize each project team's productivity. He also optimizes the usage of specialized heavy equipment on each project site. As an expert in the operation of heavy equipment, he is well versed in Atlas Tree's machines' full range of capabilities. As a previous owner of a successful logging company, he is experienced in the leadership and supervision necessary to ensure outstanding project outcomes. Brett maintains strong and mutually beneficial working relationships with timber landowners and foresters, and he strives to ensure their satisfaction with Atlas Tree's forestry management operations.



KEY PERSONNEL CON'T

EVAN SCOTT

FOREMAN / HEAVY EQUIPMENT OPERATOR

YEARS OF EXPERIENCE: 11

CERTIFICATIONS

OSHA 30-Hour Training

North American Training Solutions
(NATS) Consulting Utility Forester
Safety Professional

NATS Electrical Hazard
Awareness Training

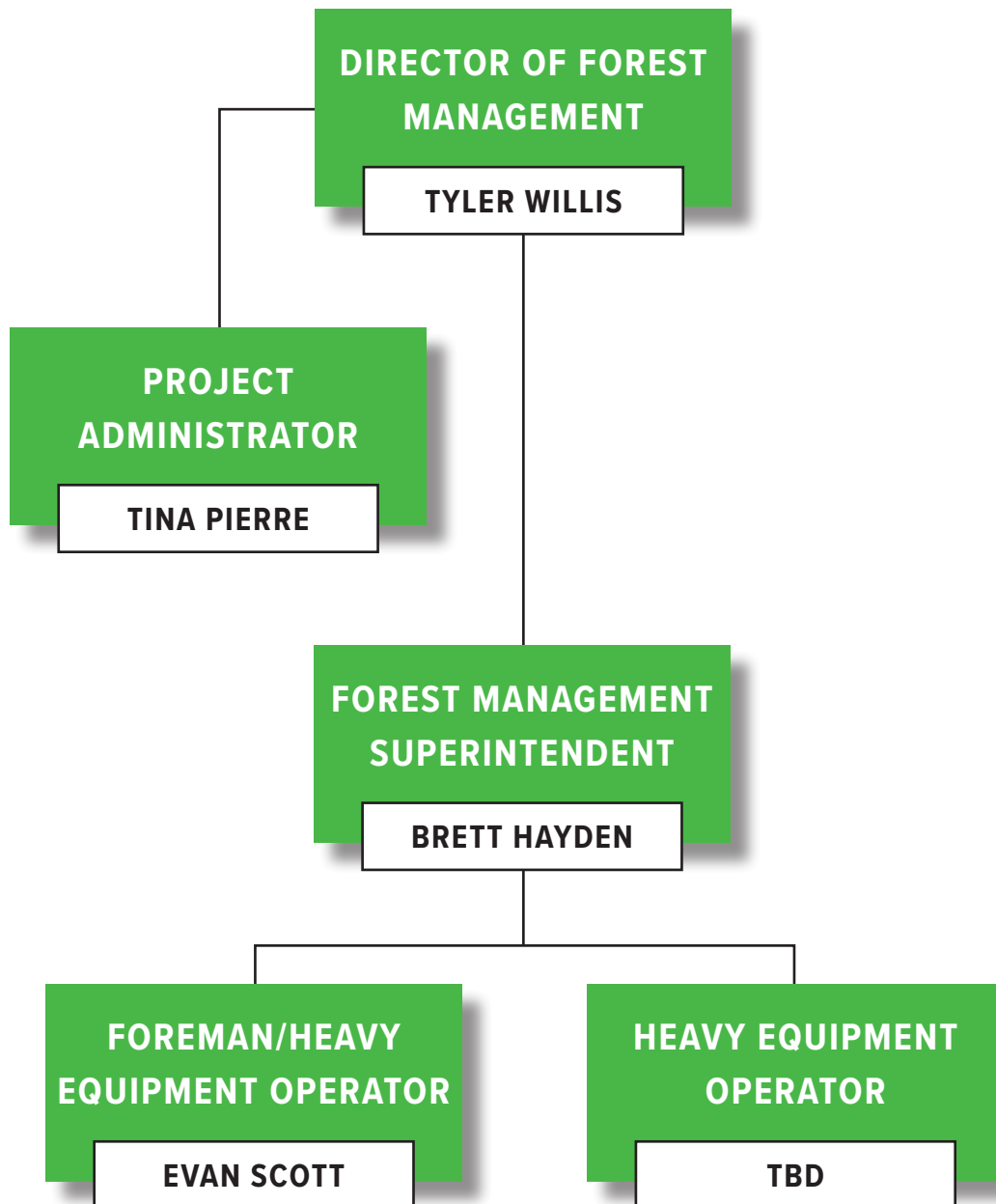
First Aid/CPR Training

Evan Scott has more than 11 years of experience in the tree care industry. Evan's experience spans the tree care industry including residential & commercial tree care, timber falling, utility hazard clearance and debris management, forest restoration project management/logistics, supervising crews, and performing safety audits and accident investigations. Evan has impeccable customer service skills and has deep ties and strong relationships across multiple lines of business.

He conducts work planning and on-site supervision of multiple hazard tree removal and pruning crews. He coordinates material transport to log storage facilities, processing yards, and other end-use facilities as appropriate. He sets up and maintains all back-end support solutions for the safe and efficient completion of the project. Evan ensures that crews and subcontractors comply with plans, specifications, scheduling, and quality control policies. He ensures compliance with OSHA and Cal-OSHA regulations and ANSI (Z133 and A300) standards. Evan conducts site risk assessments and communicates that risk to multiple stakeholders. He ensures the project stays within budget while maintaining high quality work. He supports the project through all phases and coordinates the work of all subcontractors including scheduling, sequencing, and troubleshooting. Evan also acts as the direct liaison among production crews, management, subcontractors, clients, and the community.



COMPANY ORGANIZATIONAL CHART





PAST EXPERIENCE AND REFERENCES

CALDOR FIRE RIGHT-OF-WAY TREE REMOVAL PROJECT

EL DORADO COUNTY, CA

CLIENT: County of El Dorado
PROJECT VALUE: \$1,071,030.00
SERVICE DATES: Mar 2023 – Apr 2023
CONTACT: Ashley Johnson
PHONE #: (530) 642-4925
EMAIL: ashley.johnson@edcgov.us

PROJECT DESCRIPTION

Atlas Tree felled and processed approximately 1,600 hazard trees along 22 miles within the County right-of-way in the Grizzly Flats area of El Dorado County. Atlas Tree manufactured timber to merchantable log lengths and hauled them to approved end-use facilities for bio-mass energy use.

SIERRA AT TAHOE HAZARDOUS TREES AND HAZARDOUS FUELS REMOVAL AND RESTORATION PHASE I PROJECT

TWIN BRIDGES, CA

CLIENT: El Dorado RCD
PROJECT VALUE: \$10.8MM
SERVICE DATES: July 2022 – Nov 2022
CONTACT: Mark Egbert
PHONE #: (530) 957-3472
E-MAIL: Mark.Egbert@ca.nacdn.net

PROJECT DESCRIPTION

Atlas Tree performed hazardous tree and hazardous fuels removal and restoration on 757 acres of ski runs and 764 acres of glade areas. This project consisted of multiple, steep-slope operations including the use of both ground-based and helicopter logging techniques. Atlas Tree harvested and processed 17MMBF of salvage timber that was burned as a result of the Caldor Fire of 2021.

INYO CRATERS HAZARD TREE REMOVAL

MAMMOTH LAKES, CA

CLIENT: USDA Forest Service
PROJECT VALUE: \$116,532.00
SERVICE DATES: Aug 2022
CONTACT: Nathan Robinson
PHONE #: (385) 867-4372
EMAIL: nathan.g.robinson@usda.gov

PROJECT DESCRIPTION

Atlas Tree felled all dead, diseased, and dying hazard trees from nearby parking areas, trails, and roads in the Inyo Craters area of the Inyo National Forest.



PAST EXPERIENCE AND REFERENCES CON'T

CALRECYCLE 2021 FIRES: STRUCTURAL DEBRIS REMOVAL AND HAZARD TREE REMOVAL SERVICES

ALPINE, EL DORADO, PLACER, NEVADA, AND LAKE COUNTIES, CA

CLIENT: ECC
PROJECT VALUE: \$14.5MM
SERVICE DATES: Dec 2021 – Jun 2022
CONTACT: Ray Velasquez
PHONE #: (774) 836-6593
EMAIL: rvelasquez@ecc.net

PROJECT DESCRIPTION

Atlas Tree felled, processed, and hauled approximately 30k hazard trees to approved end-use facilities for co-generation, plywood feedstock, and shavings feedstock. Between log trucks and co-generation feedstock, Atlas Tree hauled 20-30 truck loads of merchantable timber per day and handled approximately 750 tons of cut woody material per day.

100 FOOT DEFENSIBLE SPACE PROJECT

SONOMA COUNTY, CA

CLIENT: Sonoma RCD
PROJECT VALUE: \$330K
SERVICE DATES: May 2021 – July 2021
CONTACT: Kevin Cullinen
PHONE #: (707) 569-1448
E-MAIL: kcullinen@sonomarc.org

PROJECT DESCRIPTION

Atlas Tree created a 100 foot defensible space around private residences in the Mark West Watershed. Atlas Tree removed all combustible vegetation within 5 feet of homes, including vegetation attached to or overhanging the homes. All cut woody debris was chipped and hauled off-site.

2019 HAZARD TREE REMOVAL PUBLIC TREES PROJECT

SONOMA COUNTY, CA

CLIENT: Sonoma County
PROJECT VALUE: \$3.9MM
SERVICE DATES: 10/2019 – 02/2020
CONTACT: Forrest Corson
PHONE #: (707) 565-2253
EMAIL: Forrest.Corson@sonoma-county.org

PROJECT DESCRIPTION

Atlas Tree chipped limb/wood debris 20 inches in diameter or smaller and dispersed chips on site or to other locations as directed. Logs and debris larger than 20 inches in diameter were hauled to Atlas Tree's reduction yard. Reduced material was then recycled into landscape mulch and co-generation feedstock. Atlas Tree also removed hazardous trees along 90 miles of county roads with more than 5,000 trees removed by the end of the project. This project was performed in conjunction with phase III hazardous tree removal for the same client. Both projects were completed on time and on budget while also reducing the impact of these operations on the local community. This was accomplished by increasing crew size, thereby reducing the impact of traffic control measures and noise on the community.



QUALITY CONTROL PLAN

The Anvil's forest management team provides exceptional tree and timber management services. To ensure the project objectives are met without exception, the Quality Control Plan (QCP) is critical to the team's work. Prior to starting each project, a thorough analysis of its' requirements is presented to each member of the team by the project Foreman. The Foreman will monitor progress on a continual basis and will take corrective action on any deficiency that is identified. All deficiencies are documented on Anvil's Job Site Quality Assurance Report. This report is updated daily and is the basis for ensuring the QCP is implemented properly. Anvil's project Foreman will conduct quality control inspections on each unit area. These inspections will include:

- ▶ Soil compaction, rutting, and erosion control measures
- ▶ Preservation of protected areas, residual trees, and wildlife trees
- ▶ Cut-woody material specifications and remaining stump heights
- ▶ Update project progress and completion date estimates
- ▶ Cultural resource protections

SAFETY AND COMMUNICATION PLAN

Anvil's operations team begins each workday by performing a mandatory Job Safety Analysis briefing with all project employees. During this meeting the Foreman will discuss the hazards and mitigation requirements needed on the project including site and weather conditions, Project Activity Levels (PALS), on-site personnel, equipment, and resources, and a discussion of the workflow.

During this meeting, the Foreman will also discuss the protocols for safeguarding recreationalists and Forest Service staff members who may be present on-site during project operations. Further, the Daily Risk Assessment Form will be completed and made available for all additional employees and guests to review prior to entering the project work site.

As a part of the safety process, Anvil has implemented a comprehensive Injury and Illness Prevention Program (IIPP) that complies with Federal OSHA and CAL-OSHA requirements. Employees are trained on the IIPP requirements and the importance of following safe work practices including usage of the personal protective equipment (PPE) issued to them by Anvil.

Additionally, on-site employees are issued radios and/or cell phones to ensure rapid communications with first responders and headquarters during emergencies. Further, for remote sites with communications challenges, satellite phones are issued. The project Foremen also inspect their work sites daily to identify potential hazards and environmental issues.



APPENDIX A

LICENSED TIMBER OPERATOR – TYPE A LICENSE



License Number: **A012223**

Date of Issuance: 1/1/2022

License Valid Period:
1/1/2022-12/31/2023

STATE OF CALIFORNIA
THE RESOURCES AGENCY

STATE BOARD OF FORESTRY

TIMBER OPERATOR LICENSE



ANVIL BUILDERS INC
1475 DONNER AVE
SAN FRANCISCO, CA 94124

This timber operator license is issued pursuant to the provisions of Article 6, Chapter 8, Division 4 of the Public Resources Code; the regulations of the State Board of Forestry in Article 3, Subchapter 4.1, Chapter 2, Division 2, Title 14 of the Administrative Code; and in response to the licensee's application in the prescribed manner.

This timber operator license does not purport to confer property rights in timber, land, or the products thereof.

CDF STOCK 75401300491

RM-61 (10/98)

(SEE REVERSE SIDE)

License Number: **A012223**

Date of Issuance: 1/1/2022

License Valid Period:
1/1/2022-12/31/2023

STATE OF CALIFORNIA
THE RESOURCES AGENCY

STATE BOARD OF FORESTRY

TIMBER OPERATOR LICENSE



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1475 DONNER AVE
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RM-61 (10/98)

(SEE REVERSE SIDE)