



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

**REQUEST FOR  
PROPOSALS (RFP)**

Contractor to provide  
Arundo donax Treatment & Herbicide Application  
- Upper Stony Creek

**Office Issued: August 30, 2023**  
**Mandatory On-site Visit: September 6, 2023**  
**Submission Deadline: September 11, 2023**  
**at NOON (PST)**

For an electronic version of this RFP,  
go to: <https://www.glenncountyrcd.org/>  
(Click on "Projects > RFPs – Request for Proposals")

*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](mailto:kandi@glenncountyrcd.org)**

## Table of Contents

<b>SECTION ONE: ACTIVITIES AND TIMELINE.....</b>	<b>3</b>
<b>SECTION TWO: GENERAL RFP SUMMARY.....</b>	<b>4</b>
<b>SECTION THREE: PROGRAM BACKGROUND AND OVERVIEW.....</b>	<b>4</b>
<b>SECTION FOUR: SCOPE OF SERVICES.....</b>	<b>4</b>
A. SPECIFICATIONS .....	5
B. TREATMENT PRESCRIPTION.....	5
C. MAPPING & PROJECT COORDINATION.....	5
D. PREVAILING WAGE.....	5
<b>SECTION FIVE: MINIMUM QUALIFICATIONS.....</b>	<b>8</b>
<b>SECTION SIX: PROPOSAL PACKAGE REQUIREMENTS.....</b>	<b>8</b>
A. PROPOSAL FORMAT.....	8
B. PROPOSAL ELEMENTS.....	9
<b>SECTION SEVEN: RFP PROCESS.....</b>	<b>10</b>
A. SUBMITTAL OF PROPOSALS.....	10
B. SUBMITTER'S QUESTIONS.....	10
C. COSTS OF DEVELOPING THE PROPOSAL.....	11
D. PROPOSAL TERMS AND CONDITIONS.....	11
E. SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES.....	12
1. EVALUATION OF PROPOSALS.....	12
2. SELECTION PROCESS.....	12
3. EVALUATION CRITERIA & SCORING.....	12
4. AWARD.....	13
F. OTHER REQUIREMENTS.....	13
G. NON-DISCRIMINATION.....	13
H. PROTEST PROCESS.....	14
I. PUBLIC RECORDS ACCESS.....	14
<b>SECTION EIGHT: CONTRACT INFORMATION.....</b>	<b>15</b>
A. <u>SAMPLE</u> PROFESSIONAL SERVICES AGREEMENT.....	15
<b>SECTION NINE: FUNDING RECOGNITION.....</b>	<b>16</b>
<b>ATTACHMENTS:</b>	
A. PROJECT MAP (Shapefiles upon request)	
B. <u>SAMPLE</u> PROFESSIONAL SERVICES AGREEMENT	
C. PROPOSAL EVALUATION FORM	

## REQUEST FOR PROPOSALS (RFP)

### Contractor to provide Arundo donax Treatment & Herbicide Application - Upper Stony Creek

#### SECTION ONE: ACTIVITIES AND TIMELINE

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

- Release of office issued RFP – August 30, 2023
- **Mandatory On-site Visit** – September 6, 2023, at 10:30 AM [location TBD]
  - Gives potential contractor opportunity to view project site and ask questions; attendance is a requirement for contractors to submit a proposal.
- Deadline for receiving all other questions in writing – September 7, 2023
- RCD to post responses to all other questions received on website – September 8, 2023
- Submission deadline for RFP proposals to be received by RCD – September 11, 2023, at NOON (PST)
- Review Committee evaluates and ranks proposals – September 11, 2023 (PM)
- Notice of Intent to Award Contract – September 12, 2023
- Deadline for filing protests – September 22, 2023
- RCD Board of Directors review protests at special RCD Meeting, if needed – TBD
- Contract Executed and Project Start Date – September 25, 2023
- Project End Date / 100% Completion Date – June 30, 2025

## **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 Upper Stony Creek Arundo Project (Project) is located within Upper Stony Creek in western Glenn County, California. The Project site is portions of Upper Stony Creek channel where Arundo donax has been identified, from the Colusa County line north to the Stony Gorge Reservoir. Glenn County RCD has existing maps of the Arundo donax stands in the Project area as the entire Project site is located on private lands and not easily accessible.

The Upper Stony Creek Arundo Project is an invasive weed treatment Project of approximately 70 Arundo donax stands located in Upper Stony Creek. Treatment may encompass hand cut and pile, or something similar and herbicide application for the identified Arundo donax stands. Maintenance for the Project consists of herbicide application for approximately three (3) years (September 2023 – June 2025). When completed the Project will improve wildfire resiliency in western Glenn County as well as improve overall watershed health.

## **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 sections: 3, 10, 15, 22, 26, 34 & 35 T19N, R06W and portions of sections 2, 3, 9, 10, 11, 16, 21 & 29 T18N, R06W, USGS 7.5' Quadrangle Map: Elk Creek & Stonyford. (Shapefile Available by contacting Glenn County RCD).

## **SECTION FOUR: SCOPE OF SERVICES**

The Glenn County RCD is implementing this Project under a Memorandum of Understanding between the Glenn County Department of Agriculture 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) - September 25, 2023**
- **Project End Date / 100% Completion Date - June 30, 2025**

## **A. SPECIFICATIONS**

### **Upper Stony Creek Arundo Project**

Treatments for this Project

<b>Treatment / Thinning</b>	<b># Stands</b>
Arundo donax Treatment: (Hand Cut and Pile, or similar treatment)	70
Arundo donax Secondary Treatment: (Herbicide Application)	70
<b>Total # Stands</b>	<b>70</b>

## **B. TREATMENTS PRESCRIPTION**

This Project consists of the contractor non-mechanically cutting, resulting in treating or removing, Arundo donax within the Project site (Upper Stony Creek) from the Colusa County Line to Stony George Reservoir; as well as has an herbicide application to the previously treated and treated Arundo donax.

Pest Control Business main (PCM) and Qualified Applicator License (QAL), or applicable licensing shall be used.

## **C. MAPPING & PROJECT COORDINATION**

Glenn County RCD has existing maps of Arundo populations in the Project area for the contractor's use in planning treatments. As noted there are 70 known stands within the Project area. The data is of high enough resolution to minimize the time needed for locating and confirming all populations of Arundo donax on each stand; however, the contractor should anticipate the need for some ground-truthing of the mapped information. Additionally, in the event a stand is not mapped; unmarked stand should be recorded and sent to Glenn County RCD.

Contractor shall record geo referenced treatment areas (removal and herbicide) and submit to Glenn County RCD (shapefiles).

## **D. PREVAILING WAGE**

Glenn County RCD believes this Project is subject to prevailing wages.

The applicable California prevailing wage rate can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on

file with the Glenn County RCD's principal office, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

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

No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID PROPOSAL SUBMITTAL. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All certified payroll information, including all additional labor compliance documents, must be submitted through the use of LCPtracker. Hard copy payrolls and eCPRs are not acceptable.

Glenn County RCD has hired *Contractor Compliance and Monitoring, Inc.* (CCMI) to audit the certified payroll and ensure that all labor compliance requirements have been met. The contractor shall cooperate with CCMI's requests for payroll and related labor compliance documents.

## **GENERAL CONDITIONS**

1. The contractor and their employees shall take all known methods to prevent the spread of Arundo donax.
2. The contractor and their employees shall take reasonable action to prevent and suppress wildfire. Further, the contractor, 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 shall restore these improvements immediately to the condition existing immediately prior to operations.

3. The contractor shall comply with the rules and regulations governing operation on premises that are occupied, and the contractor shall perform the contract in a manner that will not interrupt or interfere with other operations, including residence.
4. Contractor and their employees shall take immediate and independent action to prevent and suppress wildfires in the Project Area. Contractor 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 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.
5. 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.

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

Treatment / Thinning	# Stands
Arundo donax Treatment: (Hand Cut and Pile, or similar treatment)	70
Arundo donax Treatment: (Herbicide Application)	70
<b>Total # Clumps</b>	<b>70</b>

## SECTION SEVEN: RFP PROCESS

### A. SUBMITTAL OF PROPOSALS

Sealed proposals must be received at the Glenn County RCD's Office, **NO LATER THAN September 11, 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 – Upper Stony Creek Arundo Project  
Attention: Kandi Manhart, Executive Officer  
132 N. Enright Avenue, Suite C, Willows, CA 95988  
Email: [kandi@glenncountyrcd.org](mailto: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

- **Mandatory On-site Visit – September 6, 2023, at 10:30 AM [location TBD]**
  - Gives potential contractor opportunity to view project site and ask questions:

attendance is a requirement for contractors to submit a proposal.

Other questions regarding the RFP must be submitted exclusively in writing to the Glenn County RCD by **September 7, 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](http://www.glenncountyrcd.org), (Click on "Projects > RFPs – Request for Proposals"). **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](mailto: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.

The project shall be in compliance with Labor Code Section 1773.2 and California Code of Regulations Title 8, §16100(b).

## **E. 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:

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

#### **F. 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.

## **G. 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.

## **H. PROTEST PROCESS**

After the Notice of Intent to Award Contract has been posted, anyone who submitted a bid who wishes to challenge the bid procedure, the bids or the award of the bid shall file a written protest within ten (10) days of the award of the bid to the Secretary of the Board, stating the reasons for the challenge. The Board of Directors shall review the protest, as an agenized item, at a regularly scheduled Board Meeting, or by a special meeting of the Board pursuant to Government Code 54956, and provide the protestor with a written response to their issue(s).

- Written protest shall be submitted in writing to Glenn County Resource Conservation District, 132 N. Enright Avenue, Suite C, Willows, CA 95988, Attention: Kandi Manhart (Secretary of the Board) and, if available, emailed to [kandi@glenncountyrcd.org](mailto: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.

## **I. 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 and Notice of Intent to Award Contract has been posted.

## **SECTION EIGHT: CONTRACT INFORMATION**

### **A. SAMPLE PROFESSIONAL SERVICES AGREEMENT**

See attached Sample Professional Services Agreement

## **SECTION NINE: FUNDING RECOGNITION**

The Stony Creek Arundo Project will be funded primarily through grant funding sources. Initial implementation funding has been awarded by California Department of Food and Agriculture (CDFA). Additional funding may occur through other agencies and programs in accordance with the Memorandum of Understanding between the Glenn County Department of Agriculture and Glenn County RCD for the Upper Stony Creek Arundo Project.



**ATTACHMENTS:**

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

**A. PROJECT MAP (Shapefiles upon request)**



## Upper Stony Creek Arundo Project Request for Proposal

• Identified Arundo Stands

Upper Stony Creek

Glenn County

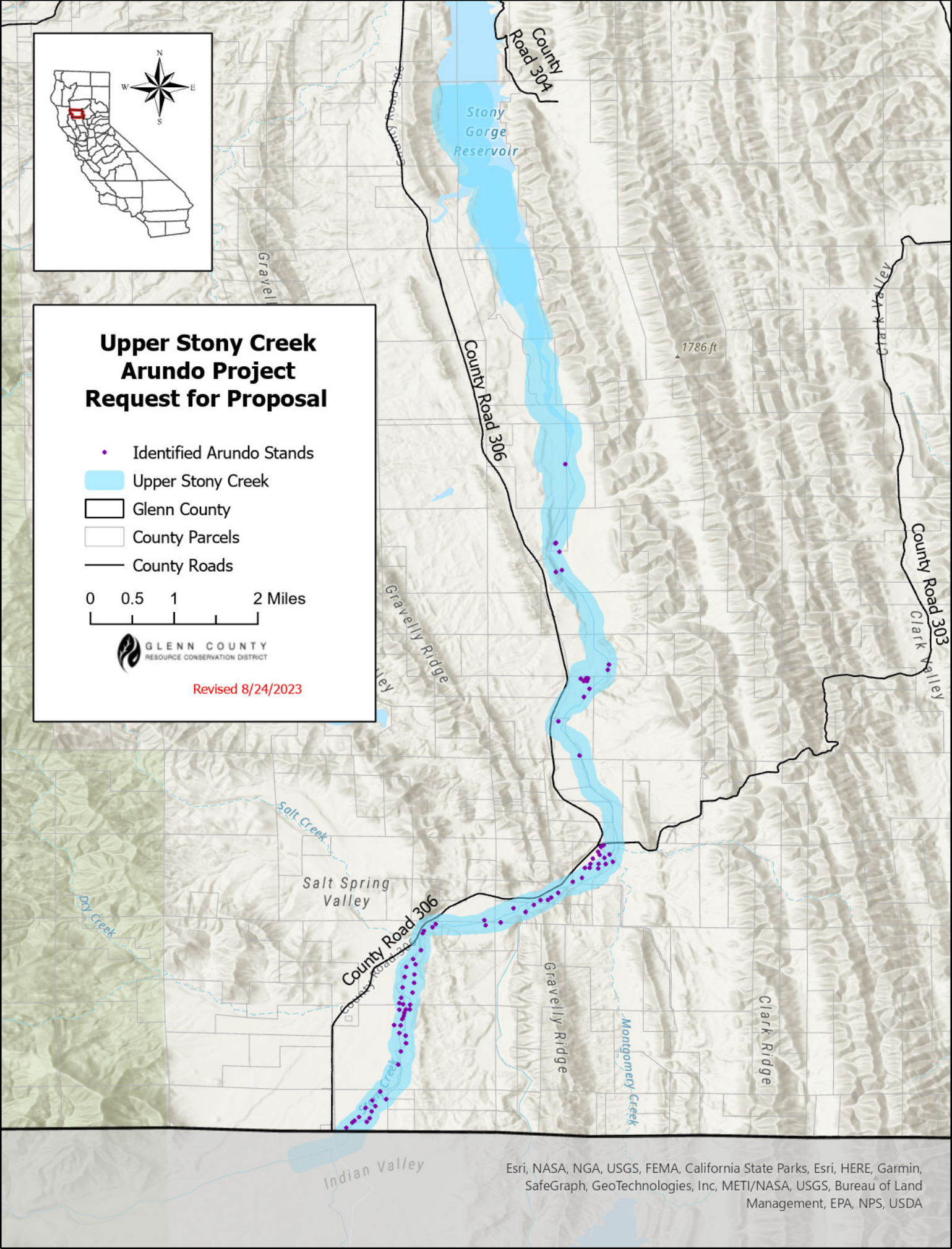
County Parcels

County Roads

0 0.5 1 2 Miles



Revised 8/24/2023



**B. SAMPLE PROFESSIONAL SERVICES AGREEMENT**

## **DRAFT PROFESSIONAL SERVICES AGREEMENT**

### **1. PARTIES AND DATE.**

This Agreement is made and entered into this 25th day of September, 2023, by and between the Glenn County Resource Conservation District ("District") and INSERT CONTRACTOR COMPANY with its principal place of business at INSERT LOCATION, 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 **ARUNDO donax 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 **UPPER STONY CREEK ARUNDO 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 June 30, 2025, 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. \_\_\_\_\_
- B. \_\_\_\_\_

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 **INSERT 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.**

#### *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 **INSERT AMOUNT** 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: **INSERT HERE**

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  
INSERT CONTRACTOR COMPANY**

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

**GLENN COUNTY RESOURCE CONSERVATION  
DISTRICT**

**Print Name:** Kandi Manhart

**Title:** Executive Officer

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**INSERT CONTRACTOR COMPANY**

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

EXHIBIT "A"  
SCOPE OF SERVICES

See proposal response to RFP and funding agreement.

SAMPLE

EXHIBIT "B"  
SCHEDULE OF SERVICES

SAMPLE

## **SCHEDULE OF SERVICES**

The term of this Agreement shall be from the date first specified above to **June 30, 2025**, unless earlier terminated as provided herein.

Contractor's Proposal Timeline:

SAMPLE

EXHIBIT "C"  
COMPENSATION

SAMPLE

The total compensation shall not exceed **INSERT AMOUNT** dollars (**\$#####**) without written approval of District's Executive Officer, Kandi Manhart.

Payment of Compensation. Contractor shall submit to District a monthly itemized statement.

Statement to include the following, or attached Progress Report if easier to describe Project achievements.

- ✓ Contractor Contact Information
- ✓ Invoice Number
- ✓ Billing Period (E.g. July 1 – 30)
- ✓ Project Name
- ✓ # Stands Complete
- ✓ Treatment Type
- ✓ Treatment Locations
- ✓ Describe progress made toward achieving the Project's Scope of Work and any other significant accomplishments (quantify the progress where possible).
- ✓ Describe any setbacks or challenges to the progress of the Project's Scope of Work.
- ✓ Describe plans and/or goals for the upcoming billing / progress reporting period.
- ✓ Include maps, photographs, etc. when possible to document Project's successes.



## **C. PROPOSAL EVALUATION FORM**

Glenn County RCD's

REQUEST FOR PROPOSALS (RFP)

Contractor to provide Arundo Treatment & Herbicide Application – Upper Stony Creek

**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:

<b>A. Completeness of Proposal</b>	<b>Check One:</b> <input type="checkbox"/> <b>PASS</b> <input type="checkbox"/> <b>FAIL</b> <b>*Must have ALL YES to PASS</b>
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>B. Qualifications and Experience (40% - Up to 20 points)</b>	<b>Rank 5, most qualified Rank 1, least qualified</b>
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?	
<b>C. Approach and Timeline (30% - Up to 60 points)</b>	<b>Rank 5, most qualified Rank 1, least qualified</b>
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?	
<b>Staff Organization</b>	
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?	
<b>D. Cost (30% - Up to 20 points)</b>	<b>Rank 5, most qualified Rank 1, least qualified</b>
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

<b>Completeness of Proposal</b>	FAIL				
N/A					