

REQUEST FOR BID (RFB)
 For Contracted Services to
RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY
(RCDTC)
 TO ACCOMPLISH DEVELOPMENT OF A CALVTP

CONTACT FOR INFORMATION ABOUT THE PROJECT	Seronica Biggs - District RPF Email: sbiggs@tehamacountyrcd.org Phone: 530.727.9983
RFB RELEASE DATE	June 6, 2025
PROJECT TOUR	Not applicable
RFB CLOSING DATE	Proposals must be submitted electronically to RCDTC's Seronica Biggs sbiggs@tehamacountyrcd.org by 5 PM June 23, 2025
CONTRACTOR SELECTION	Selection will be based on criteria set forth in this proposal.
PROJECT COMMENCEMENT DATE	Work is expected to begin promptly after the contract has been executed, on a date agreed upon by RCDTC and the contractor. Some facets of this contract are season- dependent, such as use of heavy equipment in inclement weather or on excessively wet soils, during Red Flag days, or during Limited Operating Periods (LOP).
PROJECT COMPLETION DATE	August 10, 2026

REQUEST FOR BID (RFB)

The Resource Conservation RCDTC of Tehama County (RCDTC) is seeking firm(s)/individual(s) to conduct work detailed in the SCOPE OF WORK. RCDTC will be the sponsor and manager for the project.

*****ALL BIDS SUBMITTED MUST BE NO GREATER THAN \$150K.*****

SECTION ONE: ACTIVITIES AND TIMELINES

Activity	Date
Release of RFB	June 6, 2025
Project Tour	n/a
Deadline for Proposals	June 23, 2025
Selection Committee evaluates and ranks proposals	June 24 – June 26, 2025
Notice of contract award via email	Upon Approval by RCDTC Board by the end of June
Contract executed	July 7, 2025, tentatively, pending bond requirements are met
Project Start Date	Upon execution of Contract

SECTION TWO: PROJECT BACKGROUND AND OVERVIEW

In 2024, the Resource Conservation of Tehama County (RCDTC) received federal funding (commonly known as “Feinstein funds”) from The US Forest Service (USFS) for the purpose of implementing wildfire resilience, hazardous fuels reduction, and forest health projects across high-risk regions of California. Mastication will be the primary treatment method. The overall project must be completed no later than August 30, 2026.

PROJECT DESCRIPTION:

This work is for fire prevention occurring on industrial private lands owned by Sierra Pacific Industries (SPI) in eastern Tehama County. The goal is to reduce hazardous fuels, improve defensible space, and promote ecosystem resilience in alignment with state and federal wildfire mitigation goals by breaking up horizontal and vertical fuel continuity, reducing ladder fuels, and creating strategic fuel breaks. Treatment can include up to roughly 12,000 acres dependent upon funding availability. This RFB seeks qualified professionals—specifically RPFs or multidisciplinary consulting teams with CalVTP experience—to complete the PSA and associated tasks needed to satisfy CEQA and ensure timely project implementation.

SECTION THREE: SCOPE OF WORK

It is the intent of these specifications, terms, and conditions to describe the services sought by the Resource Conservation District of Tehama. The RCDTC intends to award a contract to the Contractor who best meets the RCDTC's requirements. Proposals will be evaluated for "best value" not necessarily "lowest price".

RCDTC has identified this task to be addressed in response to this RFB:

The selected contractor will be responsible for preparing a complete and legally defensible Project Specific Analysis (PSA) and Mitigation Monitoring and Reporting Program (MMRP) based on the mitigation measures identified in the PSA under the California Vegetation Treatment Program (CalVTP) pursuant to CEQA Guidelines. The PSA will evaluate the environmental impacts of proposed vegetation treatment activities designed to reduce wildfire risk, improve ecological health, and support community resilience. The MMRP must clearly identify each mitigation measure, the responsible party, timing, and method of compliance verification.

Objectives:

1. Develop a CalVTP-compliant PSA for Onion Springs, potentially up to 12,617 acres within eastern Tehama County. Dependent on per acre price for treatment.
2. Ensure all CEQA and CalVTP requirements are met to allow for timely project implementation
3. Facilitate stakeholder engagement and agency coordination as required

Tasks and Deliverables:

1. Data Collection and Analysis
 - a. Review relevant planning documents, biological surveys, maps, and existing environmental data. RCD will provide shapefiles for maps.
 - b. Assess vegetation treatment prescriptions and constraints (e.g. terrain, sensitive habitats, land ownership.)

Deliverable: Environmental baseline summary, vegetation treatment overview.

2. Preparation of Draft PSA and MMRP
 - a. Prepare draft PSA in accordance with CalVTP PEIR requirements.
 - b. Include detailed project description, environmental setting, analysis of potential impacts, mitigation measures, and findings.
 - c. Integrate CalVTP Standard Project Requirements (SPRs) and mitigation measures as applicable.
 - d. Draft and Final MMRP

Deliverable: Draft PSA and MMRP (editable digital format) including all required CEQA sections and appendices.

3. Agency Review and Revisions
 - a. Facilitate one round of review with RCDTC and applicable partner agencies.
 - b. Respond to comments and revise the PSA accordingly.

Deliverable: Comment response log, revised PSA.

4. Final PSA and Filing

- a. Prepare final, camera-ready PSA incorporating all comments
- b. Assist with filing of the Notice of Exemption (NOE) or Notice of Determination (NOE) if applicable.
- c. Provide all deliverables in digital and printed format

Deliverable: Final PSA (PDF and Word format), NOE/NOD support materials, GIS layers, data tables, and all project files.

Timeline:

- Project Kickoff: Based upon completion of contract
- Draft PSA due: Six months from completion of contract
- Final PSA due: Six months from completion of draft
- Total duration: 12 months from contract

Contractor Qualifications

Bidders must demonstrate:

- Proven experience preparing CEQA documents, specifically CalVTP PSAs.
- Familiarity with the CalVTP PEIR, vegetation management practices, and wildfire resilience planning.
- Staff qualifications including CEQA practitioners, biologists, GIS specialists, and RPFs as appropriate.
- Strong communication and project management skills.

Assumptions and Constraints

- RCDTC will provide access to available data and maps.
- Contractor is responsible for any additional data collection or coordination unless otherwise stated
- All work must comply with CEQA, CalVTP guidelines, and applicable local regulations.

SECTION FOUR: PROPOSAL PACKAGE REQUIREMENTS

PROPOSAL FORMAT

Proposals are to be straightforward, clear, concise, and responsive to the information requested. For proposals to be considered complete, proposers must provide all requested information.

Each proposer must submit one original proposal in electronic format (Adobe pdf is preferred) via email to sbiggs@tehamacountyrcd.org no later than 5:00 PM June 23, 2025.

A. PROPOSAL ELEMENTS

1. **Cover Sheet** to include:
Title of Proposal

Name and address of company
Contact person, phone and email address

2. Qualifications and Experience

Provide an overview of your experience with similar projects and comparable work. Demonstrate your knowledge of understanding the environmental considerations that may lead to project delays and how to overcome the delays to deliver a completed project to RCDTC. Describe your experience coordinating with project managers, state agencies, and lead agencies. Please provide examples of completed work on Federally managed land. Include information pertaining to licenses, permits, etc.

3. Timeline

The proposer needs to demonstrate that they commence work immediately following an executed contract which is anticipated in July of 2025 and be completed before grant expiration.

4. References

Include at least three references who can speak to your past performance and capability on similar projects, including at least one reference who has worked with you within the last 18 months.

5. Approach

Describe your approach to providing the Scope of Work described in the RFB in a high quality, cost-effective, environmentally sound manner that will meet the RCDTC's proposed schedule. Demonstrate a thorough conceptual and technical understanding of the purpose and scope of the project. If planning to contract out for any services in the Scope of Work, identify which items and subcontractors. Include a detailed list of owned, leased, or otherwise secured equipment that will be used for the project.

6. Staff to be Assigned

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

7. Bid Presentation

Bids shall reflect costs for the project broken down by task. RCDTC intends to award multiple contracts for individual grants county wide, so bidders must be able to provide solutions for all tasks. If it is the bidder's intention to subcontract for some services, note that in your bid and identify subcontractors.

B. COST PROPOSAL FORMAT

Please note: If your bid includes work to be performed by subcontractors, identify the tasks and subcontractors below.

Onion Springs CalVTP

MANDATORY TASKS	BIDS
TASK 1: Document Creation (PSA & MMRP)	\$ /Acre
TASK 1: Surveys Relating to Preparation of Documents	\$ /Acre
Total	

If the above bids assume use of subcontractors, please provide information below:

PROPOSED USE OF SUBCONTRACTORS
TASK 1: Biological Surveys
Subcontractor: What aspects of this task will subcontractor be responsible for? Have you worked with this subcontractor before? If so, provide details.

Please note the final payment for work will be based on actual measurements made by RCDTC once work has been completed and approved by the Project Manager.

SECTION FIVE: RFB PROCESS

A. SUBMITTAL OF PROPOSALS

Proposals must be sent as Adobe PDF documents via email to sbiggs@tehamacountyrcd.org and received no later than 5:00 p.m. PST June 23, 2025. Please include yourself as a recipient so that you will have an electronic record of your submission.

It is the sole responsibility of the proposer to deliver its proposal so that it is received by the time and date required. Any proposal received after the specified deadline cannot be considered and will not be accepted.

B. COSTS OF DEVELOPING PROPOSALS

Any and all costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by RCDTC, nor will grant funds be used for such reimbursement.

C. PROPOSAL TERMS AND CONDITIONS

It is the responsibility of each proposer to be familiar with all the specifications, terms and conditions of the RFB. By the submission of a proposal, the proposer certifies that if awarded a contract, the proposer will make no claim against the RCDTC 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 public disclosure.

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 RCDTC's 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 RFB. If a proposal is not submitted in the format specified in this RFB, it may be rejected, unless the RCDTC determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The RCDTC may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or RCDTC may waive such deficiency, whichever is most advantageous to the RCDTC.

D. SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES

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

E. EVALUATION OF PROPOSALS

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contract that best satisfies the RCDTC's requirements. The following describes the evaluation process and associated components.

1. Selection Process

- a) The RCDTC shall name, for the purpose of evaluating the proposals for this RFP, a Selection Evaluation Team composed of members of the RCDTC and the RCDTC Board of Directors appointed to assess submitted qualifications. The RCDTC reserves the right to include as part of the Selection Evaluation Team any qualified representatives from other agencies or entities.
- b) Proposal documentation requirements set forth in the RFB are designed to provide guidance to proposers concerning the type of information that will be used by the Selection Committee. Proposers shall be prepared to respond to requests by the Selection Evaluation Team for additional items deemed necessary to assist in the evaluation process.

2. Evaluation Criteria and Scoring

- a) The Selection Evaluation Team shall be responsible for performing the evaluations of each proposal. Best approach determination shall be the evaluation method used when considering criteria other than merely cost. Each member of the team shall rate the proposers separately. The scores of each of the team members shall then be combined 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.

1.	Completeness of Proposal	10 Points
2.	All Required Licensing and Certifications	10 Points
3.	Ability to complete project within timeline	25 Points
4.	Approach	20 points
5.	Demonstration of CalVTP development	20 points
6.	Cost	a. 126,492- 100,001 – 1 point b. 100,000-75,001 – 5 points c. 75,000-50,001 – 7.5 points d. 50,000 - 0 – 10 points
7.	Local Workforce – bidders with primary business addresses in the counties of Tehama, Shasta, Glenn, or Butte will be awarded 10 points.	5 points
	Total	100 Points

3. Contract Award

Award will be made to those qualified proposer(s) whose proposal(s) will be the most advantageous to the RCDTC, with cost and all other factors considered.

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

Proposers will receive emailed Award/Non-Award notification(s) which will include the name of the proposer to be awarded this contract.

Proposers are advised that the RCDTC reserves the following prerogatives:

- 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 the RCDTC 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 have an adverse impact on the evaluation of the proposal.

F. OTHER REQUIREMENTS

In order to contract with the RCDTC, a proposer must meet the following requirements:

- Make available to the RCDTC 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 insurance coverage to include worker’s compensation, general liability, auto liability and professional liability, unless waived by the RCDTC
- Meet the requirements for audit of its expenditures if required in the above documents.

i. Non-Discrimination

The Proposer selected through this RFB 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.

ii. Protest/Appeal Process

The following procedure is provided in the event that a proposer wishes to protest the RFB evaluation and selection process or appeal the recommendation to award a contract once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to the RDCTC mailing address **PO box 1232, Red Bluff, CA 96080**. Attention: **Jon Barrett. RCDTC District Manager**
- The protest must be submitted or postmarked before 6:00 PM on the 5th calendar day following the date of the Notice of Award.
- The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.

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

Upon receipt of written protest/appeal, the RCDTC will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within 20 business days of receipt of the appeal/protest.

iii. 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 RCDTC 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 Selection Committee has completed its evaluation and, or if, contract negotiations are completed.

ADDENDUMS

Attachment A – Sample Contract

Attachment B – Map

ATTACHMENT A

CONSULTING AGREEMENT

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

RECITALS

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

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

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

1. PROJECT COORDINATION

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

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

2. DUTIES OF CONSULTANT

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

(b) Further Obligations. CONSULTANT shall:

- i) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incident to the due and lawful prosecution of the services to be performed by CONSULTANT under this Agreement);

ATTACHMENT A

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

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

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

3. COMPENSATION

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

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

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

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

4. TERM.

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

5. SUSPENSION AND TERMINATION

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

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

i. The invoice shall contain the following information:

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

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

6. ASSIGNMENT

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

7. SUBCONTRACTORS; EMPLOYEES

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

8. COMPLIANCE WITH LABOR CODE REQUIRMENTS/PREVAILING WAGES

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

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

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

CONSULTANT agrees, in accordance with Section 1771.1 of the California Labor Code, that CONSULTANT or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work

ATTACHMENT A

pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

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

1. The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.
2. Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:
 - a. At least monthly or more frequently if specified in the contract with the awarding body.
 - b. In a format prescribed by the Labor Commissioner.
3. The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.
4. The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (1) of this section if either of the following occurs:
 - a. The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.
 - b. The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.
5. The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.
6. The requirements of paragraph (3) of subdivision (a) shall only apply to the following projects:
 - a. Projects that were subject to a requirement to furnish records to the Compliance Monitoring Unit pursuant to Section 16461 of Title 8 of the California Code of Regulations, prior to the effective date of this section.
 - b. Projects for which the initial contract is awarded on or after April 1, 2015.
 - c. Any other ongoing project in which the Labor Commissioner directs the contractors or subcontractors on the project to furnish records in accordance with paragraph (3) of subdivision (a).
 - d. All projects, whether new or ongoing, on or after January 1, 2016.

9. NOTICES

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

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

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

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

XXX

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

10. INTEREST OF CONSULTANT

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

11. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to protect, defend, indemnify, and save harmless RCDTC and its officers, officials, employees, and volunteers from and against all claims, demands, and causes of action by Contractor's employees or third parties on account of personal injury or death or on account of property damages arising out of the work to be performed by Contractor hereunder and resulting from the negligent act or omissions of Contractor, Contractor's agents, employees, or Subcontractors. These defense and indemnity obligations shall survive the termination or completion of this agreement and are in addition to, and not limited by, the Insurance obligations in the agreement.

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

(1) Name RCDTC as an additional insured;

ATTACHMENT A

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

12. INSURANCE

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

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

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

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

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

- Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, RCDTC. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to RCDTC and will be the sole responsibility of Contractor.
- Primary Insurance Coverage. For any claims related to this agreement, Contractor's insurance coverage shall be primary insurance as respects the RCDTC, its officers, officials, employees and volunteers. The effective coverage and limits shall be either the minimum coverage and limits stated herein or the broader coverage and maximum limits of the coverage carried by or available to the named insureds,

ATTACHMENT A

whichever is greater. Any insurance or self-insurance maintained by RCDTC, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

- Coverage Cancellation. Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to RCDTC."

- Acceptability of Insurers. Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to RCDTC. RCDTC reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

- Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Contractor shall require and verify that all subcontractors' Commercial General Liability and Automobile Liability policies shall include or be endorsed to include "Resource Conservation District of Tehama County, its officials, officers, employees and volunteers" as an additional insured.

When contracting with subcontractors, Contractor shall require that the full limits available to the named insured shall also be available and applicable to the Additional Insured.

- Material Breach. If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. RCDTC, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, RCDTC may purchase such required insurance coverage, and without further notice to Contractor, RCDTC may deduct from sums due to Contractor any premium costs advanced by RCDTC for such insurance.

- Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

- Verification of Coverage. Contractor shall furnish RCDTC with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the RCDTC prior to RCDTC signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

- Cost of Insurance. The cost of all insurance required under the terms of this Agreement shall be the sole responsibility of CONSULTANT.

13. AGREEMENT BINDING

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

14. WAIVERS

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

15. MEDIATION/ARBITRATION

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

ATTACHMENT A

Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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

16. EQUAL OPPORTUNITY

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

17. TRAVEL AND PER DIEM

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

18. UNENFORCEABLE PROVISION

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

19. PERMITS, CONTRACTING, DEBARMENT

CONSULTANT shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." CONSULTANT shall not contract with any individual or organization on USEPA's list of violating facilities. (40 CFR part 31.35, Government Code 4477). CONSULTANT certifies

ATTACHMENT A

to the best of its knowledge and belief that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or grantee; (b) have not within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a civil offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offense enumerated in Paragraph (b) of this certification; and (d) have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

20. INTEGRATION

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

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

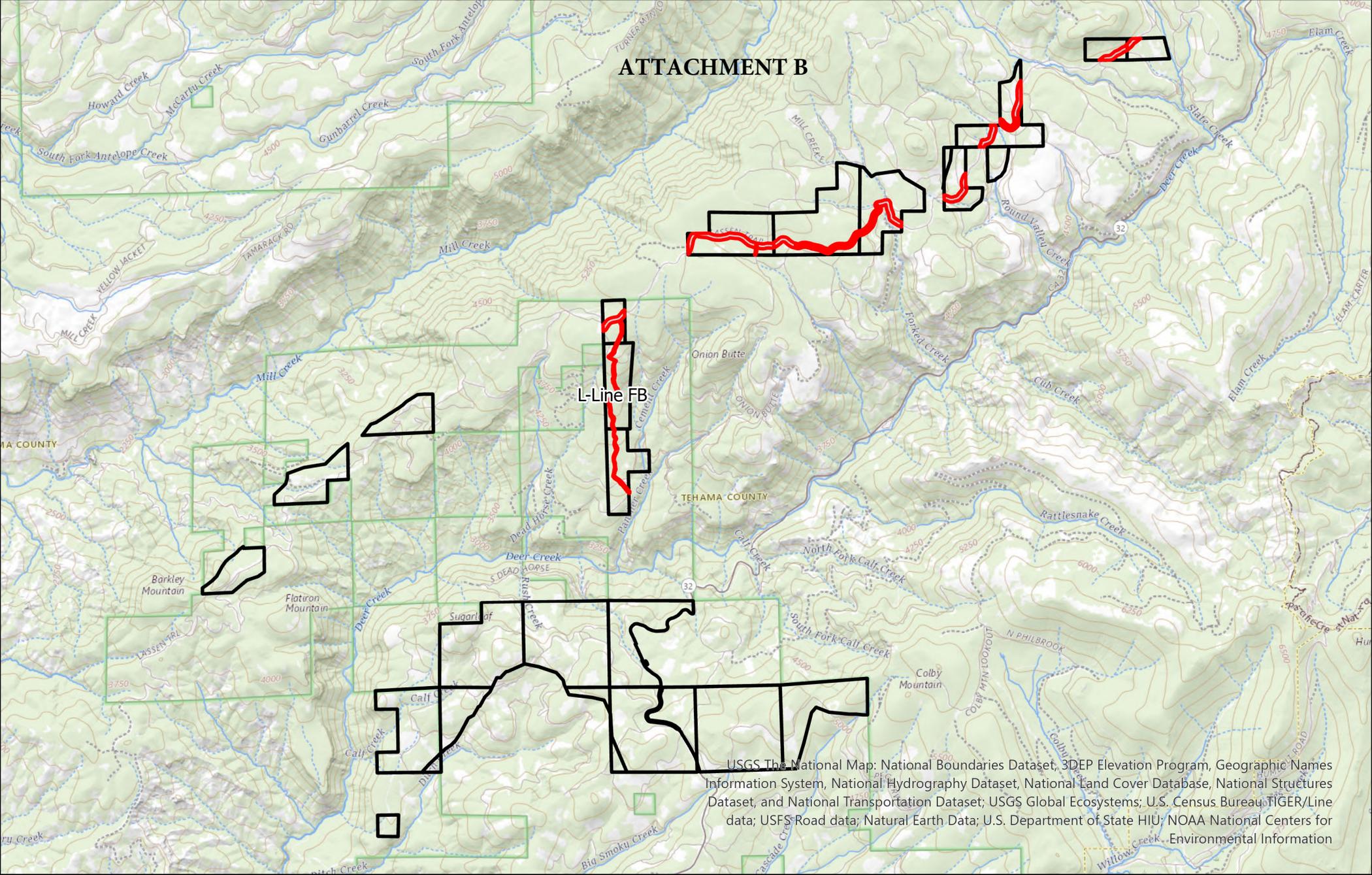
RCDTC

CONSULTANT

Jon Barrett, District Manager
RCD of Tehama County

XXX

ATTACHMENT B



USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road data; Natural Earth Data; U.S. Department of State HIU; NOAA National Centers for Environmental Information

SPI CalVTP



-  L-line_FB_repair
-  SPI CalVTP

8.5



USGS The National Map
Onion Ridge, Tehama County
40' Contours
Scale: 1:93,000