

# REQUEST FOR PROPOSALS - SHADED FUEL BREAK

Greater Willow Creek Wildfire Resilience Project - Shaded Fuel Break Phase 1

Date Released: Friday, November 15, 2024

CLOSING DATE: Proposals must be received by Friday, December 20, 2024 by 5 p.m.

PROJECT TITLE: "Greater Willow Creek Wildfire Resilience Project - Shaded Fuel Break Phase 1"

CONTACT PERSON: Katrina Henderson, Forest Health Program Manager  
Humboldt County Resource Conservation District (HCRCD)  
707-496-4849  
[katrina@hcrccd.org](mailto:katrina@hcrccd.org)

### SCHEDULE:

Release of Request for Proposal (RFP)	Fri., November 15, 2024
Pre-proposal Meeting (on site)	Fri., November 22, 2024 at 10:30 am
RFP Questions Due	Wedn., December 11, 2024 by 5pm
HCRCD Responds to Questions	Mon., December 16, 2024 by 5pm
Proposal Due	Fri., December 20, 2024 by 5pm
Notice of Award	Fri., January 10, 2025 5pm

Proposals for the Greater Willow Creek Wildfire Resilience Project - Shaded Fuel Break will be received by the Humboldt County Resource Conservation District (HCRCD) until 5 p.m. on Friday, December 20, 2024. Submit proposals to:

Katrina Henderson, Program Manager  
Humboldt County Resource Conservation District  
Humboldt County Agricultural Center  
5630 South Broadway  
Eureka, CA 95503  
[katrina@hcrccd.org](mailto:katrina@hcrccd.org)

Electronic submissions to [katrina@hcrccd.org](mailto:katrina@hcrccd.org) are preferred. Hard copies may be received by US Postal Service or by coordinating hand delivery with Katrina Henderson, Program Manager, at least 48 hours prior.

**The HCRCD will conduct a non-mandatory pre-proposal meeting of the Project Areas on November 22, 2024 at 10:30 a.m.** The meeting will commence at the Bigfoot Museum parking lot at 38949 Hwy. 299 in Willow Creek, CA. Please contact the HCRCD for detailed directions. All interested parties are requested to R.S.V.P to Program Manager, Katrina Henderson by email at [katrina@hcrccd.org](mailto:katrina@hcrccd.org). Final questions need to be submitted no later than December 11, 2022 at 4:00 p.m. in email format to [katrina@hcrccd.org](mailto:katrina@hcrccd.org). Responses from the pre-proposal meeting to all questions submitted via email

will be posted as an addendum to the RFP at the HCRCD website ([www.humboldtcrd.org](http://www.humboldtcrd.org)) no later than December 16, 2024 at 4:00 p.m.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in the Request for Proposals which can be accessed at the HCRCD website ([www.humboldtcrd.org](http://www.humboldtcrd.org)).

## BACKGROUND

The HCRCD is seeking proposals from qualified and experienced contractors to provide all labor, materials and equipment necessary to carry out the Greater Willow Creek Wildfire Resilience Project - Shaded Fuel Break Phase 1.

Contractors are advised that **this is not a sealed bid or low bid process.** The HCRCD intends to make an award using the evaluation criteria listed in the specification to determine the proposal with the best value for the HCRCD.

The respondents are expected to identify the cost to complete the work and provide unit costs as identified in the **Schedule of Items/ Proposal Form (Exhibit B)** for each item specified. The actual quantities required may fluctuate up or down, the unit prices proposed by each respondent will remain firm and will not be negotiated. All unit prices shall include all necessary overhead and profit. Items not listed in the schedule of values such as preparation and submittal of necessary permits, profit, etc. shall be distributed throughout the respondent's unit process for the items listed. The respondent must submit pricing as requested in the RFP.

The respondents are advised that the maps, statement of work, and specifications included in this solicitation are intended to be the basis for performance of the Project and for the purpose of establishing a cost proposal for completing the mitigation. The maps, statement of work and specifications were prepared by the HCRCD and convey the general overall scope and nature of the Project, including descriptions of the environmental mitigation and protection requirements.

## PROJECT SUMMARY

The Project will reduce fire hazard through removal of excess vegetation on approximately 45 acres total within three separate project areas in Willow Creek to establish Shaded Fuel Breaks. These project areas are under CALFIRE's Forest Fire Prevention Exemption (FFPE) that follow the California Forest Practice Rules. Under this exemption, commercial harvest activities are required to occur. An LTO-A license is required to complete this work, and the LTO-A license will be recorded on the CALFIRE exemption. Mechanical and manual treatments will be used. At the LTO-A's discretion, manual crews may be hired as subcontractors under the LTO-A. The objectives of this Project are to:

1. Significantly reduce live and dead surface fuels including brush and trees to slow the spread rate and intensity of wildfire and improve accessibility and visibility should firefighters be deployed within treatment units.
2. Reduce ladder fuels; trees whose crowns are beneath the general level of the main canopy with lower limbs that are dense enough to pass fire from the surface into the main canopy.
3. Retain tree cover to maintain sufficient shade to slow the regrowth of vegetation in the understory.
4. Increase overall forest health and resilience within local communities.

5. Create conditions that are easier to maintain and are conducive to utilizing prescribed fire in the future.

The HCRCDD has engaged with James L. Able Forestry Consultants to provide Registered Professional Forester (RPF) services in association with this project.

## PROJECT AREA

The Greater Willow Creek Shaded Fuel Break Phase 1 is located in Willow Creek in Humboldt County, California in **SEC 28, 29 T7N R5E HB&M**. The project area is a mix of dense conifer forest and oak woodlands with steep to gentle terrain. All work occurs on private property. The region has experienced several large wildfires over the last 4 years, and also experienced a significant storm event that caused many large trees to fall within the project areas.

The three units have been defined as follows:

- 1) Unit 1: Patterson (10 acres)
  - This unit consists of 10 acres directly leading from and above Patterson Rd. This road leads to a Willow Creek Community Services District water tank. Work is located directly adjacent to the water tank and access roads.
  - 0-40% slopes
  - There are watercourses adjacent to the work areas but no watercourses within the work areas.
- 2) Unit 2: Kimtu Ridge (22 acres)
  - This unit consists of the steep hillside above Country Club Dr. and Kimtu Rd. up to the ridge. There is also work directly adjacent to Veteran's Park.
  - 0-70% slopes
  - There are no watercourses on or adjacent to this work unit.
- 3) Unit 3: Bigfoot Subdivision (13 acres)
  - This unit consists of a flat private parcel in between Seely-McIntosh Rd. and Bigfoot Ave. There are several residences and infrastructure to supply these residences within the property.
  - 0-30% slopes
  - There are some minor seasonal watercourses within the property and a perennial watercourse adjacent to the project area.

## SCOPE OF WORK

The scope of work for this project includes the activities necessary to establish a Shaded Fuel Break within the Wildland Urban Interface (WUI). This may include a variety of activities such as: clearing of standing and downed dead trees and debris, yarding of most logs and debris to piles or other locations where they will be burned or otherwise disposed of (chipping, mastication, transport off-site), yarding of designated trees to designated landings, and herbicide application to control resprout. All costs should be proposed on a treatment per acre basis.

There may also be downed logs that are still merchantable and will require treatment. These treatments include but are not limited to: manufacturing commercial sawlogs, manufacturing firewood logs or cut rounds, loading logs onto transportation, contracting transportation, documenting and reporting

transportation of material to the HCRC. In addition to the treatment of slash and cutting of trees, fuels reduction activities will also require removal of ladder fuels, pruning of live trees, rehabilitation of disturbed areas to comply with state standards and laws such as installation of erosion control measures including but not limited to water bars, rolling dips, straw mulch, waddles, slash packing, etc.

### **Shaded Fuel Break Treatment**

CONTRACTOR may utilize manual and mechanical treatments with a variety of methods or equipment. CONTRACTOR can choose what equipment is used at each project site to maximize efficiency and reduce costs as allowed by the CALFIRE Forest Fire Prevention Exemption and California Forest Practice Rules. CONTRACTOR may choose to subcontract work for parts of the project, such as subcontracting a manual fuels crew. CONTRACTOR shall furnish fuel and all supplies for equipment maintenance. Equipment shall be cleaned before entering the Project Area to prevent spread of noxious weeds and pathogens.

CONTRACTOR will follow the prescription created by Registered Professional Forester. Trees to be cut will be marked with spray paint or other methods.

As part of the above stated fuels reduction goals, harvesting of live, dead, diseased or dying trees in the intermediate or suppressed crown position, and occasionally co-dominant crown position may also occur of all size classes. In areas where the existing canopy is too open to suppress re-growth of shrubs, established seedlings and saplings of tree species will be retained. Seedlings and saplings will be selected based on species and vigor and located where openings in the canopy exist. Extreme care must be exercised by the contractor to not damage residual trees during operations. Failure to protect the residual trees may result in termination or revision of contract.

Contractor should provide rates for the following activities at a per acre basis:

#### **1. Tree Felling and Yarding**

This includes cutting of live standing trees, fallen dead trees, brush etc. so as to comply with the applicable CALFIRE exemptions that are being utilized for this unit. This also includes yarding of large woody material 4" and larger in diameter to a central designated landing location. Yarding may be accomplished by ground-based tractor methods on slopes less than 40%, or with cable/winch/ manual-based methods on steeper terrain. Ground based mechanical operations may be conducted on stable roads that have adjacent slopes over 40% as directed by the RPF and HCRC representatives. This also includes manufacturing of saw or firewood logs so that they can be transported to a mill or firewood operation/customer. This also includes all road maintenance such as water barring, erosion control installation, grading and repairing of roads that are excessively damaged by operations.

#### **2. Slash Treatment**

This includes treatment of slash existing on the project from blow down and previous activities as well as treatment of slash generated from cutting of live trees. This includes but is not limited to chipping, mastication, manual lopping and scattering, pile building, pile burning, and hauling off site. Some treatments may not be suitable due to restrictions of the CALFIRE exemption i.e. pile building and burning within 150 feet of a structure.

### **3. Herbicide application**

Within some project areas, herbicide application on resprouting hardwoods may be required. An application plan should be submitted to the HCRC and approved by the HCRC prior to implementation. This will consist of hack and spray type application which involves cutting of the bark of standing live trees or stumps of recently cut trees and very specific minute application of herbicide to the tree's cambium.

### **4. Loading and Transportation**

This involves the loading of large woody debris in the form of logs, firewood rounds etc. onto transportation.

All state laws and regulations such as the Forest Practice Rules, Fire Protection, Water Quality and Wildlife protections, as well as HCRC stated BMPs shall be followed during conducting of operations on this project.

## HCRC Inspections

HCRC has designated James L. Able Forestry Consultants to inspect all work and ensure that the services are acceptable. The inspection does not relieve the CONTRACTOR of the responsibility for maintaining quality control.

Inspections will be required prior to HCRC accepting invoices from the CONTRACTOR. Invoices will be accepted monthly or quarterly. Inspections for payment will be made on completed items only. **Please note that payments of the contractor's invoices are subject to the reimbursement schedule dictated by the funding source and may be delayed up to 90 – 120 days from HCRC's receipt of contractor's invoice and submission of reimbursement request.** HCRC will withhold up to 10% percent of the invoice amount until contract completion.

## Identification of Protected Species or Other Critical Resources

With all environmentally sensitive areas, identification and avoidance during project implementation is important. Should any sensitive resources be found during project implementation, the area should be avoided until the appropriate agencies review the situation.

CONTRACTOR shall comply with all applicable federal, state and local laws, regulations and policies governing the funds and scope under this agreement.

### Winter Operating Plan

The project may be conducted during the winter period. The Winter Operating Plan applies to the period November 1 to April 1.

- a. Heavy equipment shall not be used under saturated soil conditions as directed by the supervising RPF. Saturated soil conditions may be indicated by potential for significant sediment discharge or equipment inoperability under its own power (see Forest Practice Regulations 895.1).

## Best Management Practices (Standard Operating Procedures)

The project is designed to avoid or minimize impacts to cultural sites, sensitive plant and wildlife

species, and special habitats, and Best Management Practices (BMPs) will be implemented to avoid any erosion during project activities. CONTRACTOR will comply with FFPE standards and in addition, the standards listed below.

**Noise:**

- Hours of operation will be limited to the hours of 5 a.m. to 6 p.m. to minimize the potential for noise impacts on residences near and within the project area.
- All equipment used in site preparation will meet or exceed State standards for noise control.

**Fire Prevention:**

- HCRCD will coordinate with the CONTRACTOR to stop or reduce work hours during periods of increased predicted fire risk based on local fuel and weather data. CONTRACTOR should anticipate work stoppage to occur during Red Flag Warnings or days with Adjective Ratings of Very High or Above.

## GENERAL

1. It is not the intent of the specifications to cover each and every detail. Any problems that may arise must be promptly reported to the HCRCD or Partners and will be subject to the decision of the HCRCD. The CONTRACTOR is expected to carefully examine the size and scope of the proposed work prior to submitting its proposal. The CONTRACTOR certifies it has checked carefully all the quantities, specifications, maps and figures, and understands that the HCRCD nor Partners will not be responsible for any errors or omissions on the part of the CONTRACTOR in compiling and submitting this proposal.
2. The CONTRACTOR agrees that they will provide the materials and/or perform the work herein under the terms and conditions set forth in the awarded contract; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, licenses, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other Contract documents. All costs incidental to these requirements will not be paid for separately but shall be included in the work, including testing, if needed. CONTRACTOR shall be responsible to pay all costs for permits, licenses, fees and insurance which may be required to perform the work required.
3. CONTRACTOR will obtain and maintain in full force and effect throughout the term of this Project, and thereafter as to matters occurring during the term of this Project, the insurance coverage as specified in Exhibit C. Agreement Template.
4. Roads, trails, and other improvements, including but not limited to gates, fences, culverts and/or drainage structures, or signs damaged by CONTRACTOR will be repaired to a like or better condition as that found prior to the start of work. Repairs may include repairing or replacing drainage control features. Significant damage to existing roads, trails or other improvements, caused by CONTRACTOR, must be repaired by CONTRACTOR at CONTRACTOR's expense within ten (10) working days of notification by the HCRCD.
5. CONTRACTOR will obtain any and all permits required for transporting and hauling activities on state and county roads. Haul routes must be planned, prior to proposing, observing load limits on bridges or roadways, existing roadway conditions, and Federal, State and local governmental

regulations regarding truck traffic and truck routes. The CONTRACTOR shall comply with all legal load restrictions in hauling of materials on public roads. Permits as required must be obtained by the CONTRACTOR at its cost. Permits will not relieve the CONTRACTOR of liability for damage which may result from moving equipment. The operation of equipment of such weight or so loaded as to cause damage to roadways or to structures or to any type of construction will not be permitted. Hauling of materials over unpaved roads shall be only as directed by the HCRCD. The CONTRACTOR shall be responsible for all damage done by his hauling equipment.

6. The work site should be left in a safe manner at the end of every workday, and the CONTRACTOR will take all reasonable precautions to avoid injury to the public.

7. Before daily acceptance, all areas occupied by the CONTRACTOR in connection with the work shall be cleaned of all CONTRACTOR garbage, excess materials, temporary structures, and equipment, and all parts of the work area shall be left in a neat and presentable condition.

8. Coordinate all work as necessary to complete the project, avoid damages to utilities and maintain utility service with each affected utility company.

### Proposal Submission Guidelines

Release of Request for Proposal (RFP)	Fri., November 15, 2024
Pre-proposal Meeting (on site)	Fri., November 22, 2024 at 10:30 am
RFP Questions Due	Wedn., December 11, 2024 by 5pm
HCRCD Responds to Questions	Mon., December 16, 2024 by 5pm
Proposal Due	Fri., December 20, 2024 by 5pm
Notice of Award	Fri., January 10, 2025 by 5pm

The schedule is tentative and may be subject to change by the HCRCD.

#### **Award of Contract**

The HCRCD may reject any and all proposals and re-issue this RFP. The HCRCD may waive any minor irregularities or immaterial defects in a proposal. The HCRCD reserves the right to request additional written or oral information from CONTRACTOR to obtain clarification on their proposals. All proposals become the property of the HCRCD. All costs associated with development of the proposal in response to the RFP shall be the sole responsibility of the CONTRACTOR and shall not be charged in any manner to the HCRCD.

Selection of the contract will be made within two weeks after the proposal due date to the proposal that meets the required qualifications, scope of work and selection criteria.

#### **Proposal Submission**

The Proposal must be received no later than 5:00 p. m. on December 20, 2024 by electronic submission to Katrina Henderson, Program Manager ([katrina@hcrd.org](mailto:katrina@hcrd.org)) (preferred) or hard copy via US Postal Service to the HCRCD office located in the Humboldt County Agricultural Center at 5630 South Broadway, Eureka, CA 95503. It is recommended to coordinate hand delivery of hard copies of the Proposal with Katrina Henderson at least 48 hours prior. Faxed or late Proposal will not be accepted. It is the responsibility of the CONTRACTOR to assure that the Proposal is received prior to

the deadline date and time. Proposals received after the submission deadline will not be accepted and will be returned unopened.

Any changes to this RFP are invalid unless specifically modified by the HCRCDC and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the HCRCDC's copy shall prevail.

### **Proposal Format**

Please use the **Schedule of Items/ Proposal Form** provided as **Exhibit B** to submit CONTRACTOR's Proposal. A word document will also be included for download on the HCRCDC's website. All sections must be filled out unless noted as "optional" in Exhibit B. Proposals that do not furnish information organized according to the Schedule of Items/ Proposal Form or do not include the content specified in this RFP may be rejected as non-responsive. Responses may be handwritten or typed, and additional pages may be included to convey required information.

CONTRACTORS shall describe the methodology to be used to accomplish the tasks required for the scope of services. The HCRCDC relies on the professional expertise and competence of the selected contractor and expects the contractor to be knowledgeable of the specific services identified in the scope of work and to include in its proposal all tasks required to implement the scope of services. The Schedule of Items/ Proposal Form includes the following sections:

**Project Understanding and Approach:** Provide an overview of your understanding of the services to be provided and your approach to the work, including but not limited to a) specification of equipment to be utilized, b) staffing requirement expectations, c) proposed schedule for accomplishing the work, and d) any other items the firm feels necessary to demonstrate the firm's proposed strategy to complete the project.

**Experience and Qualifications:** Provide a general description of the firm's experience and qualifications related fuels reduction work, highlighting previous work conducted for public agencies. Please include any anticipated subcontractors. Include any additional considerations, such as social benefit and employment of local residents. Include the distance in miles to Willow Creek from the crew's starting point if different than business address. Provide concise resumes of key staff and subcontractors indicating the names and roles of staff and subcontractors and their experience. Provide two (2) references who can attest to CONTRACTOR's qualifications and experience.

**Cost Proposal:** The Cost Proposal will be submitted based on the Schedule of Items. Estimated quantities are based upon the best available information at the time of advertisement of the RFP. The actual acreages treated will be the basis of payment. The unit prices will remain firm and will not be negotiated. In case of discrepancy between unit prices and totals, unit prices will prevail.

### **Evaluation Process**

An evaluation committee will evaluate all proposals received for completeness and the CONTRACTOR's ability to meet all specifications as outlined in this RFP. The following evaluation criteria and weight of importance will be used in evaluating and selecting a contractor. Cost proposal criteria points will be awarded on a relative scale as described below.



Evaluation Criteria	Points
<b>Budget</b>	
Reasonable contractor rate and expenses	35
Attendance at pre-bid walk	5
<b>Prior Experience and Past Performance</b>	
Demonstrated competence in the desired qualifications and experience outlined in this RFP	35
Thoroughness, quality, and responsiveness of submission	5
Quality and relevance of references	5
<b>Social, Environmental, and Community Benefit</b>	
Distance to Willow Creek (miles)	10
Woman or Tribal-owned business	5

**PROTEST PROCEDURE**

Any protest concerning the rating of any proposal or award of the contract hereunder must be submitted in writing to the HCRCD’s Program Manager, Katrina Henderson, at [katrina@hcr cd.org](mailto:katrina@hcr cd.org) on or before 4:00 p.m. of the second (2<sup>nd</sup>) business day following the HCRCD’s posting the Notice of Award on the HCRCD’s website (and emailed to all proposers). The procedure and time limit set forth in this paragraph are mandatory and are the CONTRACTOR’s sole and exclusive remedy in the event of a protest of the rating of its proposal or award of the contract and failure to pursue said remedy shall constitute a waiver of any right to further pursue said protest, including filing a Government Code claim or legal proceedings.

**QUESTIONS/ ADDENDA**

Any questions about this RFP shall be submitted in writing to the following email address: [katrina@hcr cd.org](mailto:katrina@hcr cd.org). To be considered, questions must be received by the HCRCD no later than 5:00 p.m. on December 11, 2024. The HCRCD may, if deemed necessary, respond to questions by issuance of formal addenda, interpreting or clarifying the requirements of this RFP. Any addenda processed shall be made part of this RFP request and binding upon each CONTRACTOR. All addenda will be posted on the HCRCD’s website. Each bidder is solely responsible for obtaining all addenda posted on the HCRCD’s website. The HCRCD may also direct attention to specific provisions of the RFP which cover the subject of the inquiry.

**ATTACHMENTS:**

- EXHIBIT A – Project Area Maps
- EXHIBIT B – Proposal Template & Schedule of Items
- EXHIBIT C – Agreement Template

EXHIBIT A – Project Area Maps

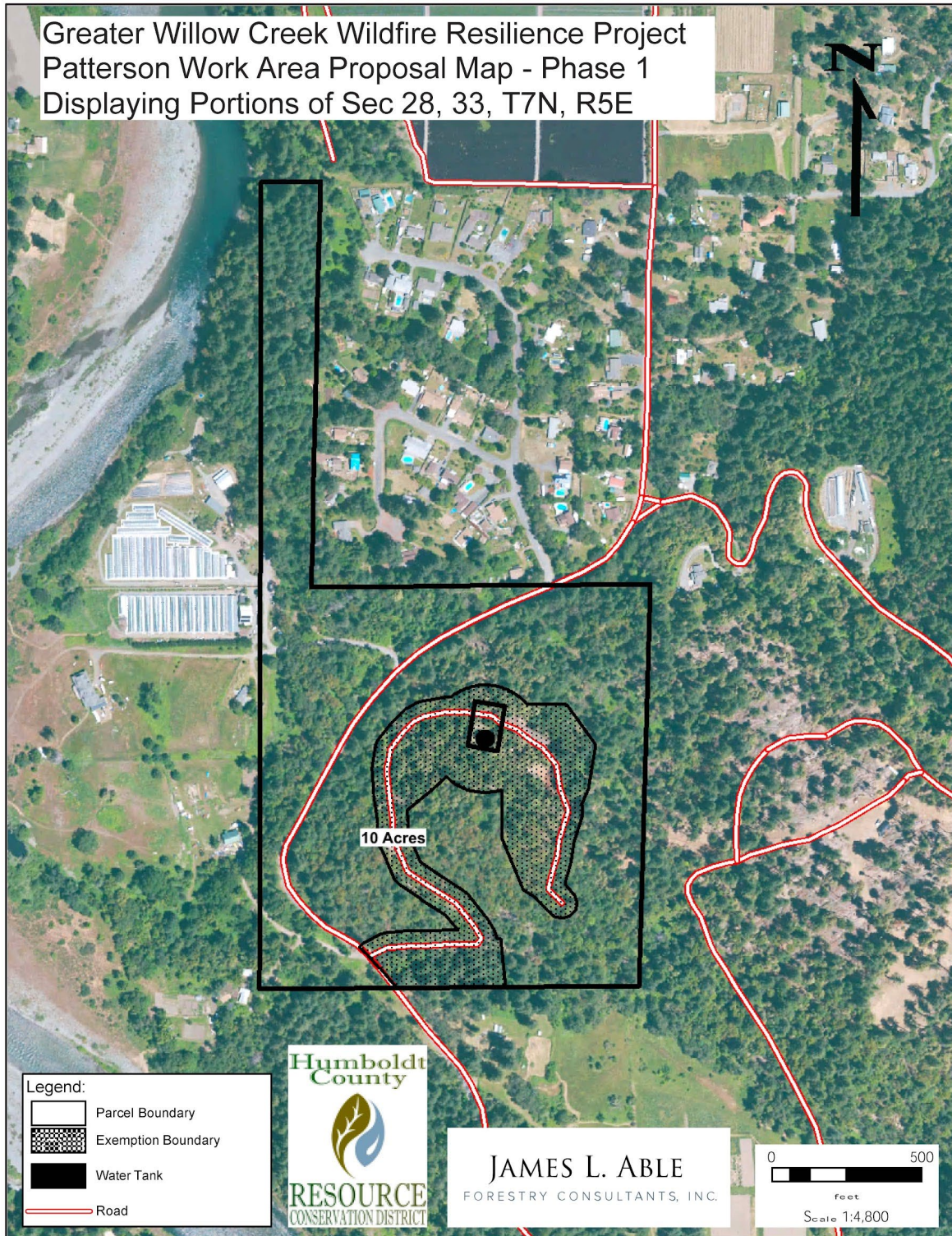


Figure 1: Patterson Phase 1 Project area.

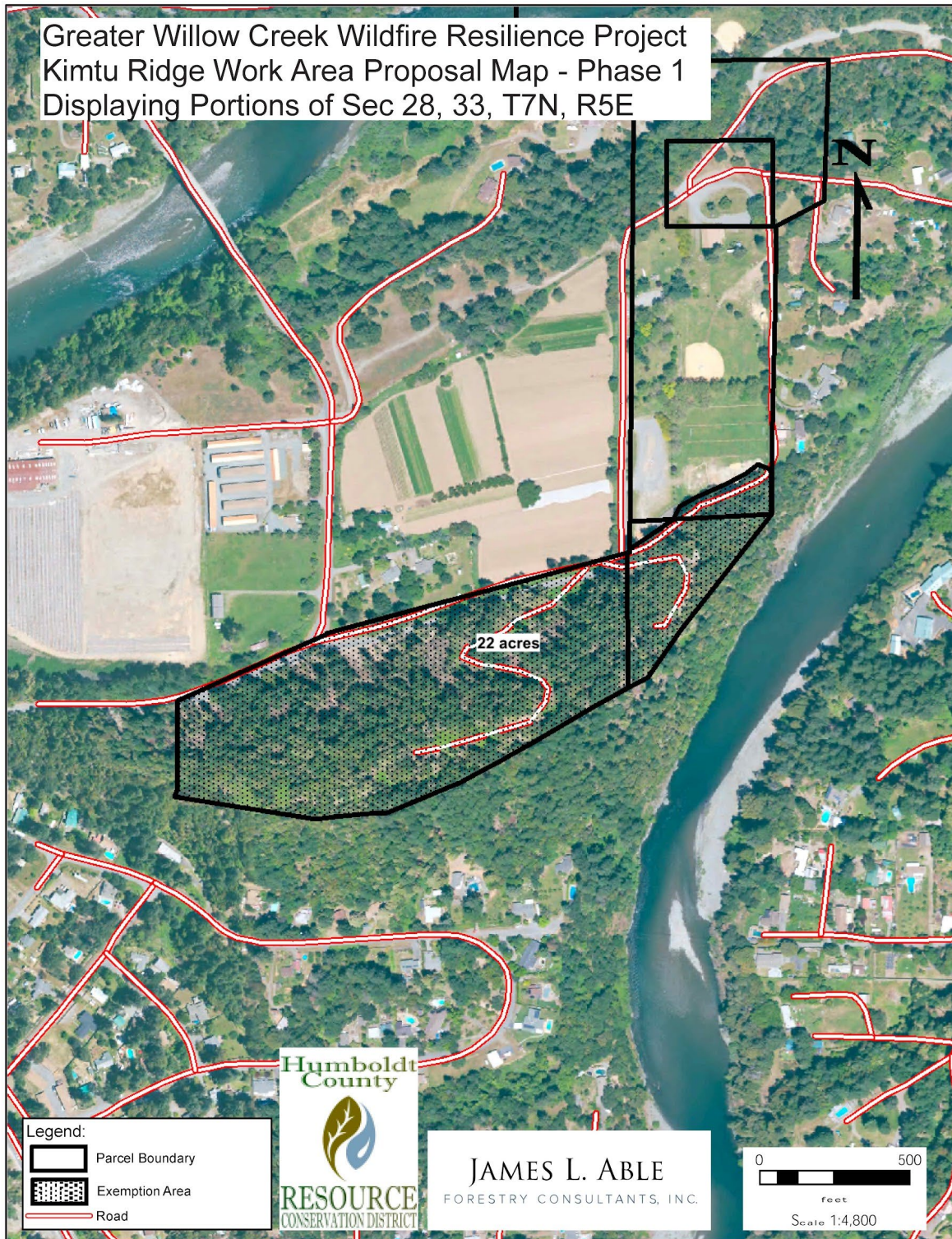
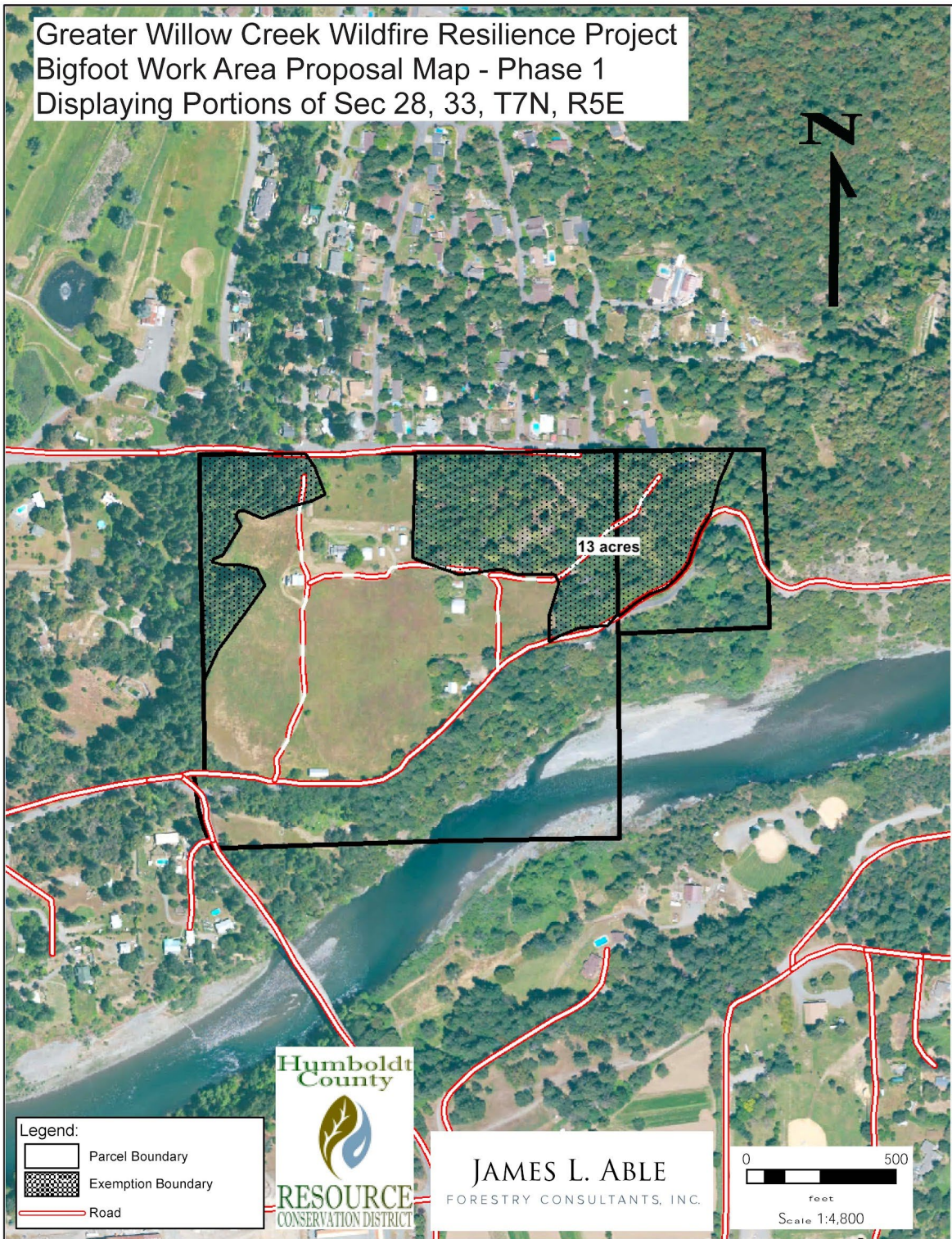


Figure 2: Kimtu Ridge Phase 1 Project area.



**Figure 3: Bigfoot Subdivision Phase 1 Project area.**

## EXHIBIT B – Proposal Template & Schedule of Items

**Project Name:** Greater Willow Creek Wildfire Resilience Project - Shaded Fuel Break Phase 1

**Contractor Information:**

<b>Company Name</b>	
<b>Contact Name</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Email</b>	

**Social, Environmental, and Community Benefit:**

<b>Distance to Willow Creek (miles)</b>	
<b>Woman or Tribal member-owned business (Yes/No)</b>	

**Project Understanding and Approach:** Provide a response in the space provided below. Please attach additional page(s) if required.

<b>Equipment to be utilized</b>	
<b>Key staff required; please note if you will subcontract any portion of this work (ex: LTO-A, mechanical or manual crews)</b>	
<b>California Contractor License No. or other licenses as pertinent:</b>	
<b>LTO-A License No.</b>	

<b>Proposed schedule (start and end dates)</b>	
<b>Estimated number of workdays to complete project (range of days)</b>	
<b>Additional information (Optional):</b>	

**Experience and Qualifications:** Provide a general description of CONTRACTOR’s experience and qualifications regarding similar projects. Please attach relevant photos if available (maximum 2 photos).

<b>Key Projects</b>			
<b>Project 1</b>			
<b>Project 2</b>			
<b>Key Staff Names &amp; Qualifications</b>			
<b>Reference 1</b>	<b>Name</b>	<b>Affiliation</b>	<b>Telephone Number</b>
<b>Reference 2</b>	<b>Name</b>	<b>Affiliation</b>	<b>Telephone Number</b>
<b>Additional information (Subcontractors , Optional):</b>			

**Cost Proposal:** Submit a unit price and total price for the work outlined in the **Schedule of Items**, below. The Cost Proposal will be submitted based on the Schedule of Items. Estimated quantities are based upon the best available information at the time of advertisement of the RFP. Estimate cost per hour for both loading and transportation, as number of loads is undetermined. The unit prices will remain firm and will not be negotiated. In case of discrepancy between unit prices and totals, unit prices will prevail.

**Schedule of Items:** All projects are available for treatment upon Notice to Proceed.

ITEM NO.	TREATMENT	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Patterson Road Shaded Fuel Break Phase 1 - 10 Acres (Figure 1)				
	Felling/Yarding	10	Acres		
	Slash Treatment	10	Acres		
	Herbicide	10	Acres		
	Loading	TBD	Hours		Undetermined
	Transportation	TBD	Hours		Undetermined
2	Kimtu Ridge Shaded Fuel Break Phase 1 - 22 Acres (Figure 2)				
	Felling/Yarding	22	Acres		
	Slash Treatment	22	Acres		
	Herbicide	22	Acres		
	Loading	TBD	Hours		Undetermined
	Transportation	TBD	Hours		Undetermined
3	Bigfoot Subdivision Shaded Fuel Break Phase 1 - 13 Acres (Figure 3)				
	Felling/Yarding	13	Acres		
	Slash Treatment	13	Acres		
	Herbicide	13	Acres		
	Loading	TBD	Hours		Undetermined
	Transportation	TBD	Hours		Undetermined
				<b>Total Cost</b>	

## EXHIBIT C – Agreement Template

### HUMBOLDT COUNTY RESOURCE CONSERVATION DISTRICT CONTRACTOR AGREEMENT

This Agreement is made as of \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter referred to as “CONTRACTOR” and **Humboldt County Resource Conservation District**, hereinafter referred to as “DISTRICT” to provide contractor services for the Greater Willow Creek Wildfire Resilience Project - Shaded Fuel Break Phase 1, hereinafter referred to as “PROJECT”.

**SCOPE OF WORK:** DISTRICT is retaining CONTRACTOR to conduct the Project as defined in the Request for Proposal released by the DISTRICT on November 15, 2024 and hereby incorporated into this agreement as Exhibit 1.

The HCRCD has engaged with James L. Able Forestry Consultants to provide Registered Professional Forester (RPF) services in association with this project.

**NOTICE TO PROCEED:** DISTRICT will issue a NOTICE TO PROCEED to the CONTRACTOR authorizing CONTRACTOR to proceed with PROJECT work upon receiving the following:

1. Insurance certificates naming Humboldt County Resource Conservation District, its directors, officers, agents, and employees, as additionally insured as required by Section 3 of *Exhibit 1*.

**COMPENSATION:** The total value of this Agreement shall not exceed \$ . Compensation is based on the following unit prices and actual acres treated:

- 

**TERMINATION DATE:** This Agreement terminates on December 31, 2026 or expiration of insurance certificate, whichever comes first.

**INVOICING:** Invoices for services rendered and any fees due shall be submitted to the DISTRICT at 5630 South Broadway, Eureka, CA 95503 or [katrina@hcrd.org](mailto:katrina@hcrd.org). CONTRACTOR may submit invoices for payment no more often than once a month and no less often than quarterly. Invoice(s) must include the following additional documentation:

- a. Inspection by HCRCD designated Registered Professional Forester.

**PAYMENTS:** This Agreement is funded under federal funding awards from Federal Award Number 23-DG-11052012-196 for the Greater Willow Creek Wildfire Resilience Project or other funding sources as may be determined by DISTRICT. DISTRICT will provide payment to CONTRACTOR within 30 days of receipt of payment from the funder and will withhold up to 10% percent of the invoice amount until contract completion.



**NOTICES:** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and sent via first-class mail. Notices shall be deemed effective two (2) days after mailing to the following addresses:

CONTRACTOR:

DISTRICT:

For:

**CONTRACTOR**

**Humboldt County Resource Conservation District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

## Exhibit 1: Required Terms

CONTRACTOR agrees with the DISTRICT that:

1. CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR will comply with such provisions before commencing the performance of the work of this Agreement. CONTRACTOR and any sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement.

2. CONTRACTOR waives all claims and recourse against the DISTRICT, including the right to contribution or indemnity for any claims, demands, damages, costs, expenses or liabilities for death or injury to persons or damage to property arising from, growing out of, or in any way connected with or incident to CONTRACTOR'S performance of this contract, except claims arising from the negligence of the DISTRICT, its directors, officers, agents, or employees. CONTRACTOR shall indemnify and hold DISTRICT, its directors, officers, agents, and employees harmless from and against any and all claims, demands, damages, costs expenses, or liabilities from third parties arising from, growing out of, or in any way connected with or incident to CONTRACTOR'S performance of this contract, except claims arising from the negligence of the DISTRICT, its directors, officers, agents, or employees.

3. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

- 1) Specifically, CONTRACTOR will file with the DISTRICT before beginning work, certificates of insurance and policy endorsements satisfactory to the DISTRICT evidencing:
  - i. Commercial General Liability (CGL) and Loggers Broad Form (LBF). CONTRACTOR shall procure and maintain insurance applicable to third party claims related to performance of the Scope of Work, either through CGL or LBF or a combination of both. Such coverage shall be on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The CGL and LBF insurance shall name and include DISTRICT, and their officers, directors, agents and employees, as Additional Insureds using ISO additional insured endorsement CG 20 10 04 13 or its equivalent, which coverage shall be maintained for the benefit of the Additional Insureds for a period of one year following completion of the Scope of Work. Additional insured coverage as required in this paragraph shall apply as primary insurance with respect to any other insurance or self-insurance

- program available to the any of the Additional Insureds.
- ii. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR 's business of not less than \$2,000,000 combined single limit per occurrence.
  - iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 2) If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.
  - 3) Self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, the CONTRACTOR shall provide coverage to reduce or eliminate such self-insured retentions as respects the DISTRICT, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide evidence satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.
  - 4) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.
  - 5) Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII if admitted in the State of California.
  - 6) If any of the required coverages expire during the term of this Agreement, the CONTRACTOR shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the DISTRICT at least ten (10) days prior to the expiration date.

4. Any change in the Scope of Work, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the DISTRICT.

5. Permits required by governmental authorities will be obtained by the CONTRACTOR and at the CONTRACTOR's expense, and CONTRACTOR will comply with local, state and federal regulations and statutes including the Cal/OSHA requirements.

6. CONTRACTOR warrants that it is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension".

7. CONTRACTOR warrants that during the performance of this Agreement it shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because or any reason covered under law nor unlawfully deny family-care leave, medical care leave, or pregnancy-disability leave. CONTRACTOR further warrants that it will comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations thereunder (California Code of regulations, title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing California Code of Regulations Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

8. CONTRACTOR asserts that they are in compliance with California's Drug Free Workplace Act of 1990 and that they will provide a drug-free workplace by doing all of the following:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition; and
- 2) Establishing a drug-free awareness program to inform employees about all of the following: a) The dangers of drug abuse in the workplace, b) the CONTRACTOR's policy of maintaining a drug-free workplace, c) any available drug counseling, rehabilitation and employee assistance programs, and d) the penalties that may be imposed upon employees for drug abuse violations; and
- 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) of the act and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

9. CONTRACTOR shall maintain acceptable management systems of financial accounts, documents, and records relating to this Agreement during the term of this Agreement. Such systems shall provide accurate, current and complete disclosure of the financial activity under this Agreement. CONTRACTOR shall retain these records for a minimum of three (3) years following the date of final disbursement by the DISTRICT under this Agreement, regardless of the termination date.

10. CONTRACTOR agrees to allow auditor(s) from the DISTRICT, United States of America, State of California, or their designated representative the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to allow access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. CONTRACTOR agrees to maintain such records for possible audit for a minimum of three (3) years after final payment.