



## REQUEST FOR BID August 23, 2002

**Professional Services for Vegetation Management for the Los Gatos Creek Watershed Collaborative Forest Health Grant administered by the Santa Clara County FireSafe Council.**

Deadline for Submission: **OCTOBER 14<sup>th</sup>, 2022, 5pm**

### INTRODUCTION:

The Santa Clara County FireSafe Council (SCCFSC), San Jose Water Company (SJW), Midpeninsula Regional Open Space District (MROSD) and Santa Clara County Parks (SCCP) have formed a collaborative partnership known as the Los Gatos Watershed Collaborative to implement forest health treatments on approximately 938 acres strategically located throughout the Los Gatos Creek Watershed in the Santa Cruz Mountains. These treatments will thin underbrush and remove dead and dying trees to improve forest health and fire resilience. Additional information can be found on the project at [LGwatershedhealth.com](http://LGwatershedhealth.com).

The Forest Health Grant is funded until March 31<sup>st</sup>, 2025. It is anticipated that vegetation treatment would be completed in phases across the four collaborators' project areas seasonally and in cooperation with each collaborator. Environmental review on the MROSD property is already completed and vegetation management activity could begin in November, 2022. Environmental review work is currently being conducted on SJW and SCCP properties and the majority of environmental clearance is anticipated to be completed by November, 2022.

General forest health treatment prescriptions include:

- Mechanized - Masticate stems and downed woody debris 8 inches diameter at breast height (DBH) or less on slopes averaging ~30 - 40%. It is anticipated that the majority of the treatment (862 acres) will be accomplished with mastication.
- Handwork – Where mechanized treatment is not feasible, handwork will utilize a similar prescription connecting mechanized polygons in the highest priority areas. It is estimated that 76.2 acres will be treated with handwork.
- Plantation acres-restoration of a prior Christmas tree farm 8.1 acres

The treatments in this grant are built to set the stage for future funding for removal of mid to large diameter noncommercial trees diseased with sudden oak death and/or large diameter Douglas-fir trees overtopping sensitive hardwood and brush species. The long-term goal is to return these forested stands to a condition where more frequent, low severity prescribed burns can be conducted to create an increasingly diverse and regenerative forest, vigorous with larger trees, increasing the spacing between tree crowns and understory vegetation.

Contracting Entity: The SCCFSC is the contracting entity and project manager on behalf of the Los Gatos Creek Watershed Collaborative. The SCCFSC is a 501c3 nonprofit organization.

Notice of Grant Funding: Bidders are notified that this project is a grant-funded project through the California Department of Forestry and Fire Protection's (CAL FIRE) California Climate Investments (CCI) Forest Health Grant Program. The SCCFSC may not pay the contractor until grant funds are received from the funding agencies, which is normally between 30 - 45 days from the approved pay request.

Bidders may bid on one or more of the collaboratives' projects, however, preference will be given to a contractor who bids on the entire project. Bidders may subcontract with other firms. The order of work on each collaborators' project would be flexible. The expectation would be that the work be completed in the most efficient manner with respect to the locations and treatment types and with input from each partner on priorities.

## **1. Plans and Work Sites**

The submission of a bid shall constitute certification by the bidder that they have:

1. Attended one of two bidder's walks (See "5. Bid Schedule") to familiarize themselves with the project areas and local conditions that may affect cost, progress, or performance of the work;
2. Familiarized themselves with all federal, state and local laws, ordinances, rules, and regulations that in any manner affect the cost, progress, or performance of the work;
3. Thoroughly examined and understand the bid documents, exhibits, plans, specifications, and reports.

## **2. Scope of Work**

Bids shall include costs for furnishing all labor, equipment, and materials necessary to perform all work as described in Exhibit A, Project Specifications.

- Subcontracts are allowable. Subcontractors are subject to pre-approval by the SCCFSC, and should be identified on the Cost Proposal form.
- Labor costs (including subcontractor labor costs) shall be based on current prevailing wage rates.
- Equipment costs shall include all fuel costs. Added fuel surcharges not included in the bid will not be paid.
- Materials: All required materials and any associated delivery costs shall be included in the bid.

## **3. Project Cost and Funding**

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

#### 4. Exhibits

Attached to this request for bid are copies of project and contract documents, including the following:

EXHIBIT A: LGCWC Project Specifications

EXHIBIT B: Requirements for working on LGCWC project lands

EXHIBIT C: Desired Qualifications

EXHIBIT D: Cost Proposal, Subcontractors, References and Certification

EXHIBIT E: Sample Contract (including insurance requirements)

EXHIBIT F: Prevailing Wage Requirements

Additional project specifications and information may be provided at the bid walk. Bidders are expected to thoroughly examine and understand the contents of each of these documents, which contain pertinent and specific information regarding all aspects of project construction and administration. The Desired Qualifications (Exhibit C) will be used by SCCSFC staff to score all bids.

#### 5. Bid Schedule

	DATE
Request for Bid released	August 23, 2022
Bid Walk #1	September 9 <sup>th</sup> , 2022, Place, time and additional information will be provided upon RSVP to <a href="mailto:info@sccfiresafe.org">info@sccfiresafe.org</a>
Bid Walk #2	September 16 <sup>th</sup> , 2022. Place, time and additional information will be provided upon RSVP to <a href="mailto:info@sccfiresafe.org">info@sccfiresafe.org</a>
Questions/Inquiries Accepted	Questions and inquiries accepted until September 21 <sup>th</sup> and responses will be returned by September 29 <sup>th</sup>  Inquiries should be sent to <a href="mailto:sharrington@sccfiresafe.org">sharrington@sccfiresafe.org</a>
Deadline for proposal submissions	October 14 <sup>th</sup> , 2022, 5pm  Bids may be submitted digitally to <a href="mailto:sharrington@sccfiresafe.org">sharrington@sccfiresafe.org</a> . Late proposal submissions will not be considered
Notification of Award	October 28 <sup>th</sup> , 2022
Estimated Work Commence Date	November 15 <sup>th</sup> , 2022
Work Completion Date	March 31, 2025

## **6. Prevailing Wage Laws**

This project is considered a public work or public improvement and is therefore subject to Prevailing Wage pursuant to Part 7 of Division 2 of the California Labor Code (commencing with Section 1720.) See Exhibit F, for Prevailing Wage Requirements.

## **7. Registration Pursuant to Labor Code Section 1725.5**

All contractors and subcontractors who will perform any portion of the work must be currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Bids submitted by contractors, or including subcontractors, who are not registered will be rejected.

## **8. Permits**

The SCCFSC will be responsible for obtaining all necessary permits. Copies of all permits will be provided to the Contractor, and one copy of each permit must be kept at the job site at all times. With the exception of MROSD, which already has CEQA clearance, start of work is contingent on obtaining CEQA clearance, which is expected by November, 2022.

## **9. Inspections**

All work performed on this project shall be subject to regular inspections. The Contractor shall not cover up any work prior to these inspections. It is the Contractor's responsibility to contact the Project Manager to conduct required inspections. Inspections shall occur during **the course of the project work** and at job completion.

## **10. Sensitive Ecological Areas**

The project site is an environmentally sensitive area. Contractor shall take all precautions and measures necessary to protect the environmental integrity of the site, including but not limited to the protection of all plants, animals, and aquatic life.

## **11. Licenses**

To submit a bid on this contract, a valid Contractor's License issued by the Contractor's State License Board is required for the Contractor and any subcontractors.

## **12. Safety Plan**

A written safety plan shall be submitted to SCCFSC by the successful bidder prior to the start of construction activities. The safety plan will comply with all applicable local, state and federal laws and regulations.

## **13. Evaluation of Bids**

The Desired Qualifications (Exhibit C) lists the qualifications that will be used to inform all bid proposals. The SCCFSC may choose the most cost-effective proposal that also meets all criteria put forth in this Request for Bids. SCCFSC has the right to reject any and all proposals and add alternates if bids do not satisfy the requirements for a complete bid submission.

#### **14. Sample Contract:**

Exhibit E is the sample contract for contractors working with SCCFSC.

## EXHIBIT A – LGCWC PROJECT SPECIFICATIONS

### INTRODUCTION:

The Santa Clara County FireSafe Council (SCCFSC), San Jose Water Company (SJW), Midpeninsula Regional Open Space District (MROSD) and Santa Clara County Parks (SCCP) have formed a collaborative partnership known as the Los Gatos Creek Watershed Collaborative (LGCWC). This highly collaborative venture was awarded a CAL FIRE Forest Health Grant to create a mosaic of forest health fuels reduction treatments on 938 acres strategically located throughout the Los Gatos Creek Watershed in the Santa Cruz Mountains to be completed by March 31, 2025. These treatments will thin underbrush and small trees and remove dead and dying trees to improve forest health and fire resilience. Additional information can be found on the project at [LGwatershedhealth.com](http://LGwatershedhealth.com).

This landscape scale forest health fuels reduction project focuses on creating ecosystem resilience, mitigating the risk of catastrophic wildfire while enhancing the safety of communities in the southern Silicon Valley, protecting sensitive native and endemic species and habitats, and protecting the drinking water in Lexington and Elsmar reservoirs which supply over 100,000 residents.

This collaborative landscape-level effort has identified an interconnectable mosaic pattern of treatment areas that, with ecologically sensitive treatments, intend to:

- Establish healthy, resilient fire-adapted ecosystems to protect and conserve natural resources.
- Protect upper watersheds where important regional water supplies originate.
- Promote the long-term storage of carbon and reduce the severity of catastrophic wildfire thereby increasing community and forest ecosystem protection.

Furthermore, these treatment areas were proposed for this grant to add connectivity to recent and planned projects to create an ever-increasing network of forest health, fuel break, and evacuation route projects in Santa Clara County. It will connect to the Governor's List State Route 17 Project, a CALFIRE and SCCFSC joint project completed in May 2020, as well as connecting to past and future collaborative fuel reduction efforts in the Summit area conducted by local Firesafe councils.

The Forest Health Grant is funded until March 31<sup>st</sup>, 2025. It is anticipated that vegetation treatment would be completed in phases across the four collaborators' project areas seasonally and in cooperation with each collaborator.

Environmental review status:

- MROSD environmental review is already complete and vegetation management activity could begin **November 15<sup>th</sup>, 2022**;
- SJW environmental review is expected to be complete November 1<sup>st</sup>, 2022 and vegetation management activity could immediately follow;
- SCCP county Parks is expected to be complete by December 1<sup>st</sup>, 2022;
- SCCFSC Environmental review will TBD.

The treatments in this grant are built to set the stage for future funding for removal of mid to large diameter noncommercial trees diseased with sudden oak death and/or large diameter Douglas-fir trees overtopping sensitive hardwood and brush species. The long-term goal is to return these forested stands to a condition where more frequent, low severity prescribed burns can be conducted to create an increasingly diverse and regenerative forest, vigorous with larger trees, increasing the spacing between tree crowns and understory vegetation.

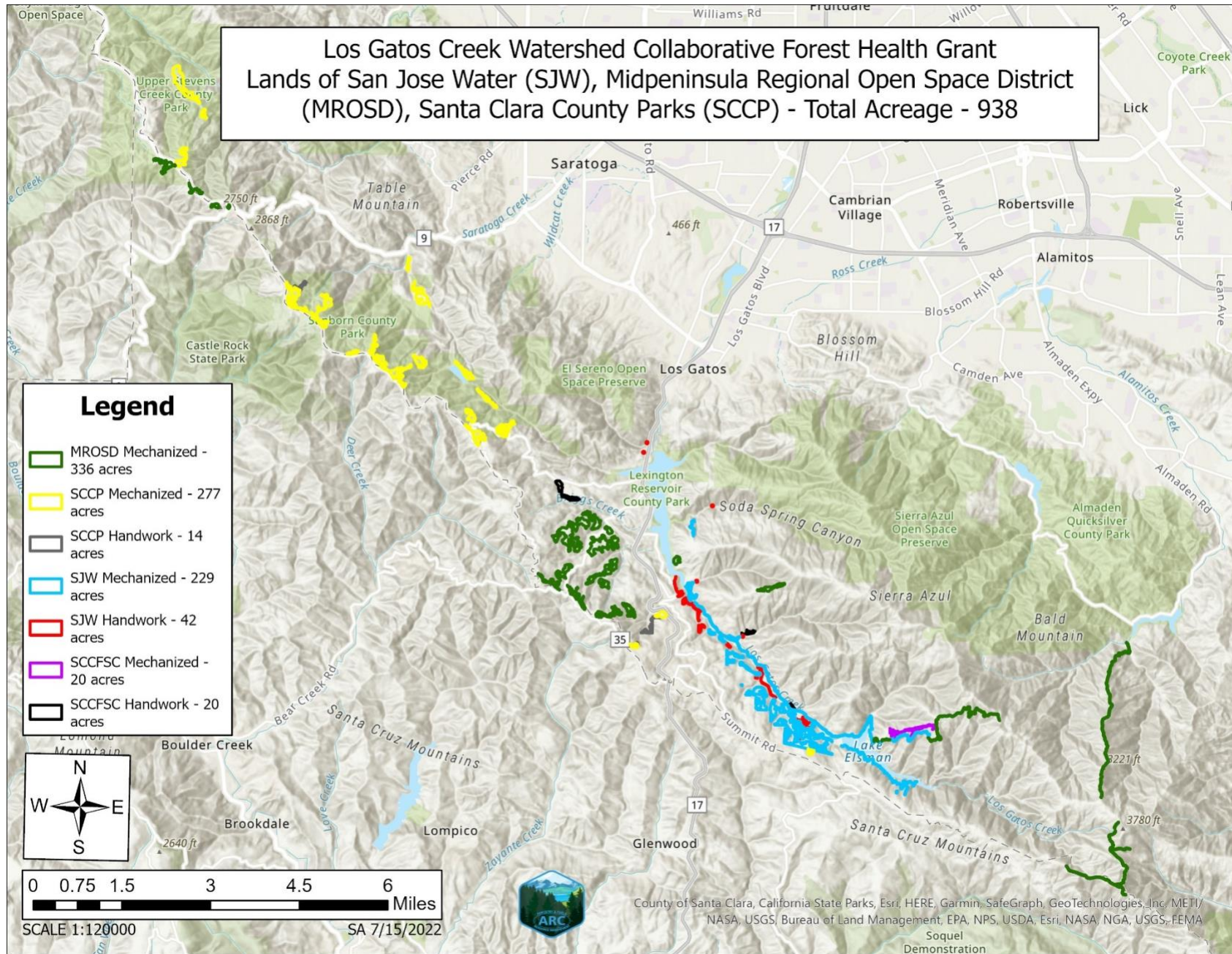
**Project Site and Location:**

The project areas are broken up by landowner or organization in the following manner (see project location maps (maps not to scale)):

<b>Landowner/Organization</b>	<b>Mechanized Acres</b>	<b>Handwork Acres</b>	<b>Total Acres</b>
<b>San Jose Water (SJW)</b>	229	42	271
<b>Mid Peninsula Open Space District (MROSD)</b>	336		336
<b>Santa Clara County Parks (SCCP)</b>	277	14	291
<b>Santa Clara County Firesafe Council (SCCFSC)</b>	20	20	40
<b>Totals</b>	<b>862</b>	<b>76</b>	<b>938</b>



Los Gatos Creek Watershed Collaborative Forest Health Grant  
Lands of San Jose Water (SJW), Midpeninsula Regional Open Space District  
(MROSD), Santa Clara County Parks (SCCP) - Total Acreage - 938





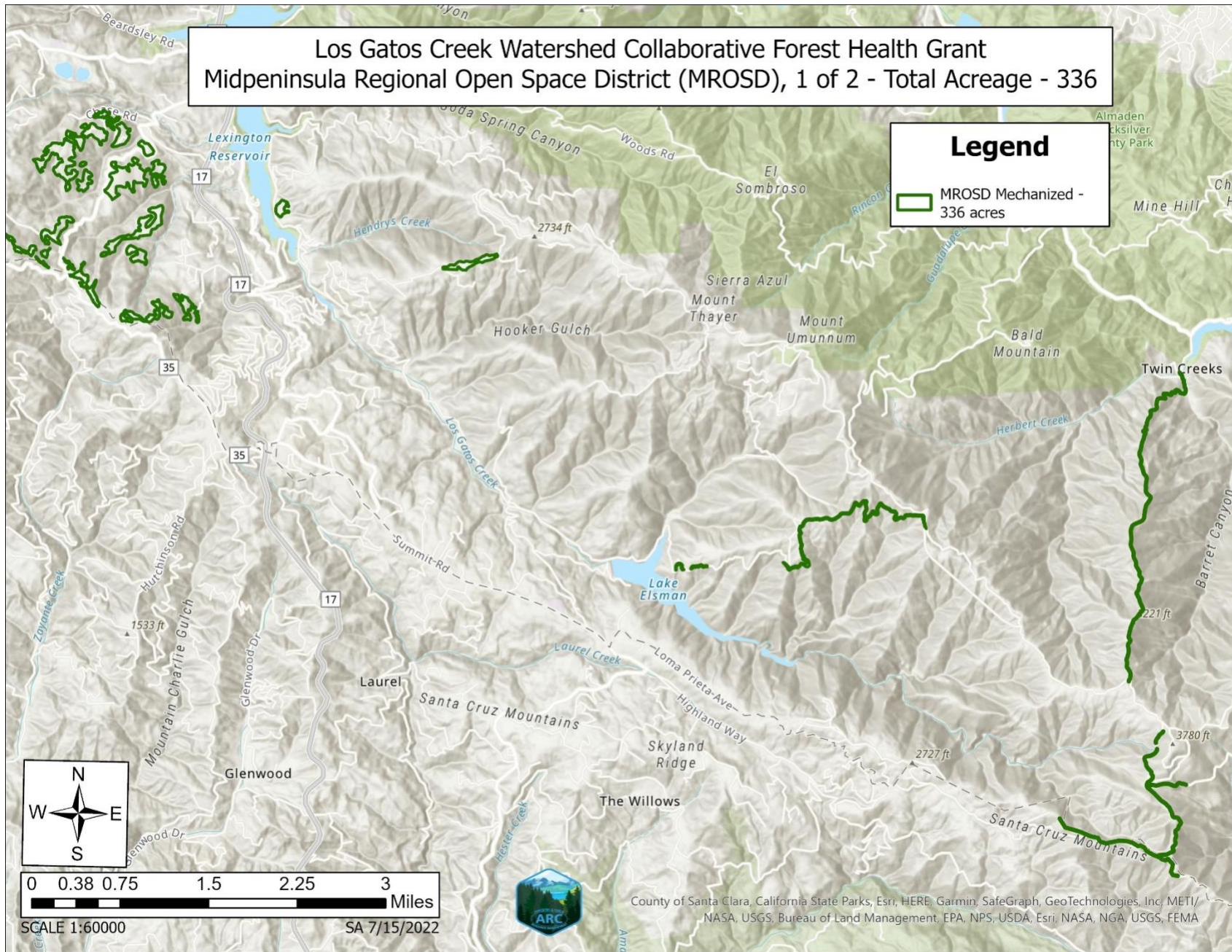




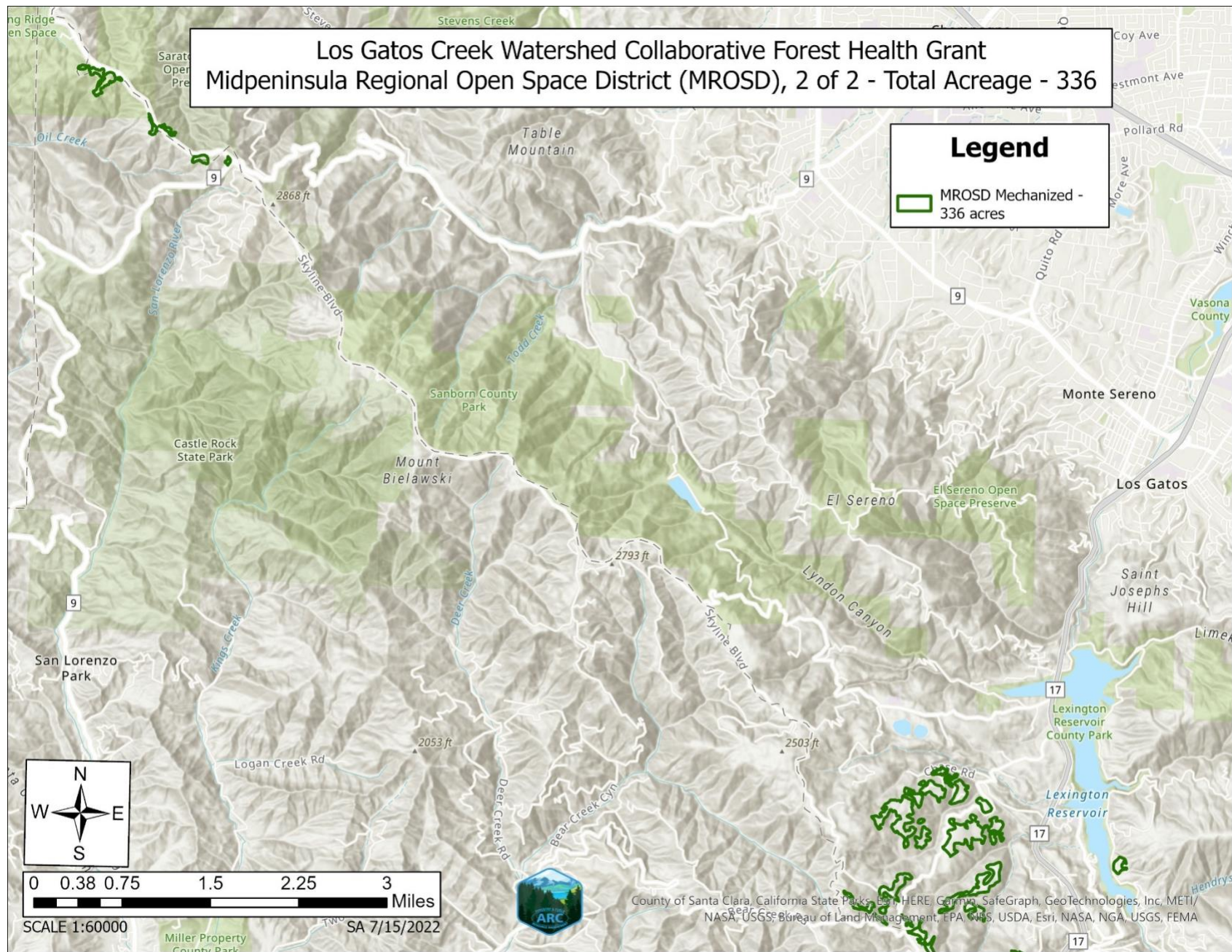
Los Gatos Creek Watershed Collaborative Forest Health Grant  
Midpeninsula Regional Open Space District (MROSD), 1 of 2 - Total Acreage - 336

**Legend**

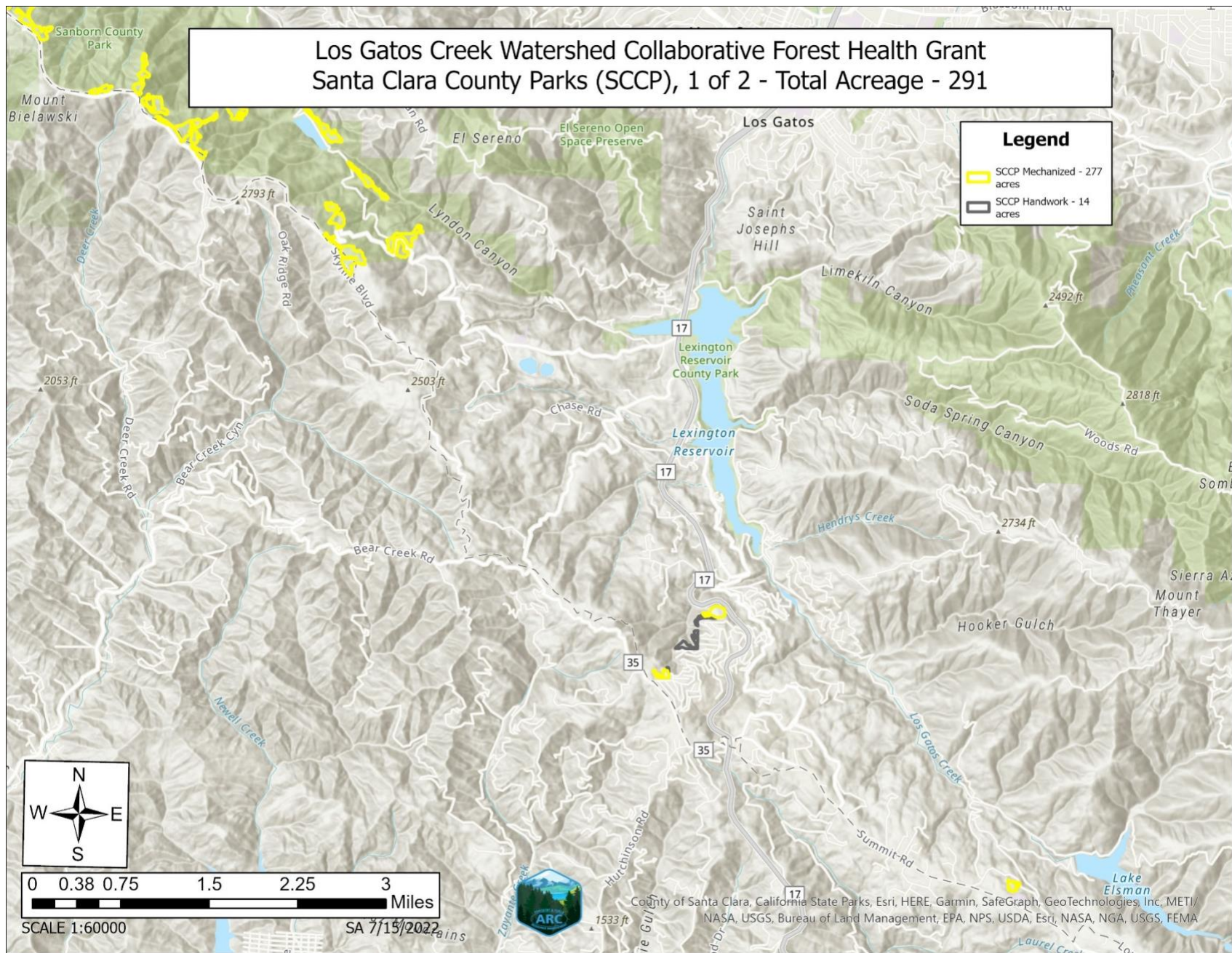
MROSD Mechanized -  
336 acres



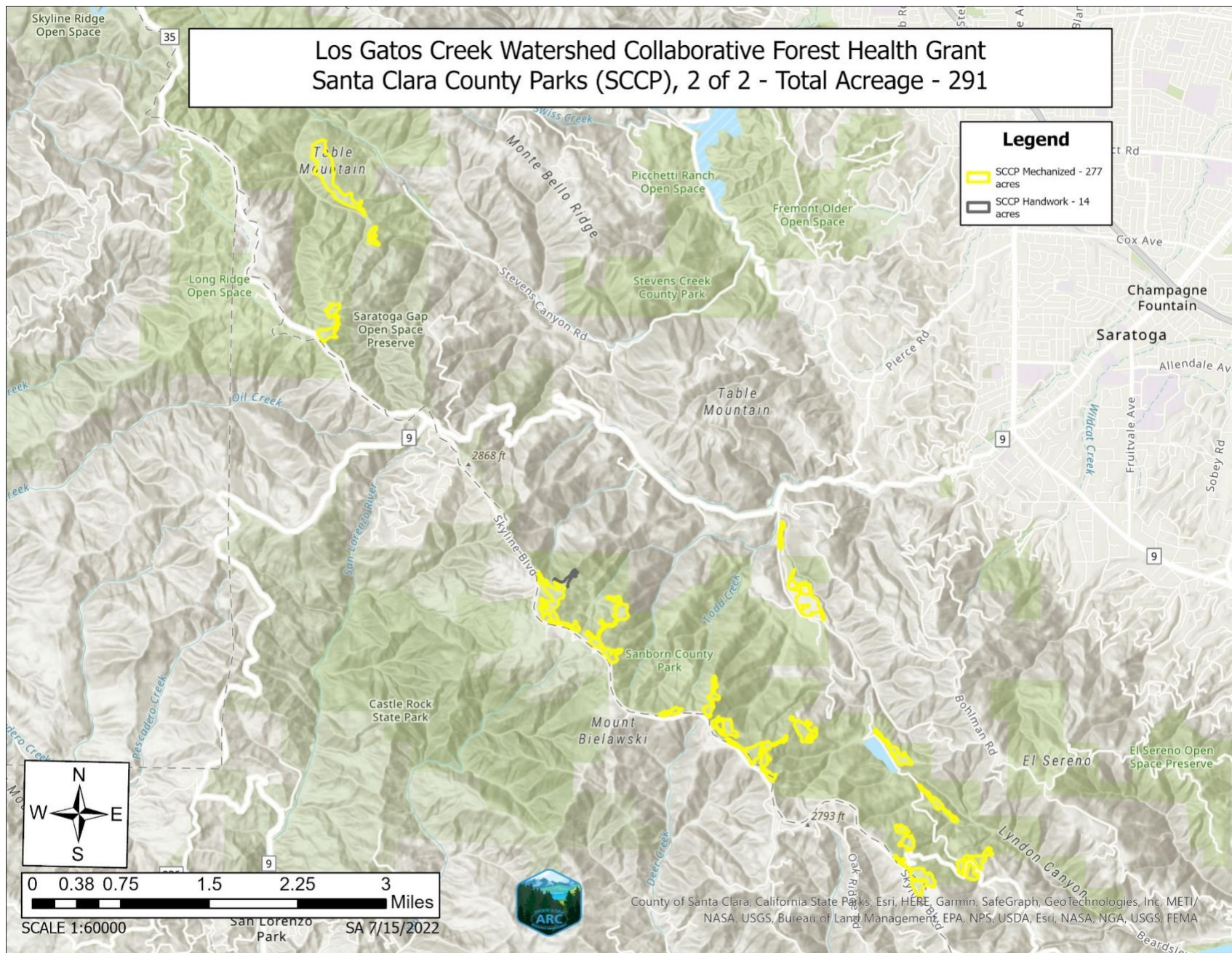




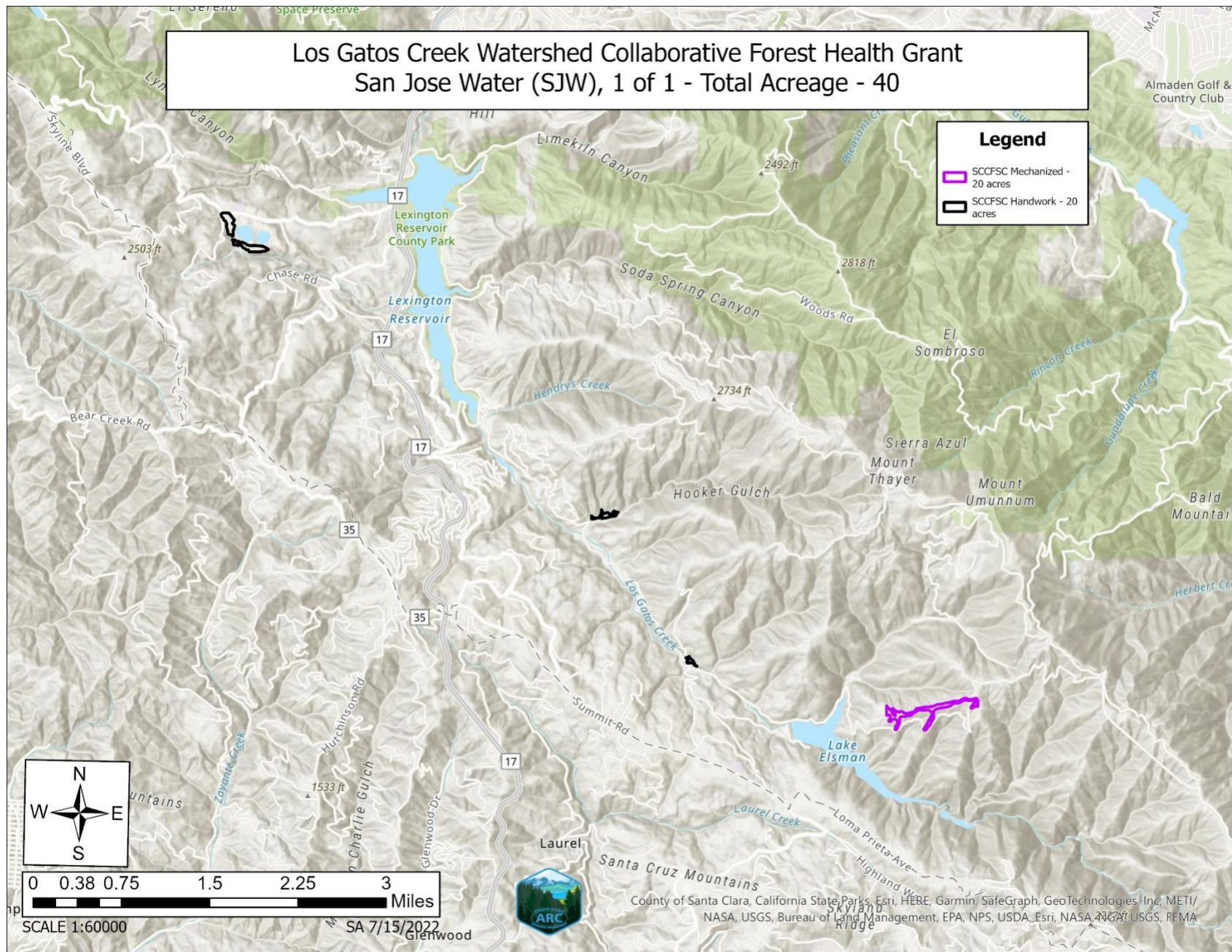














### **Project Treatments:**

Treatment activities consist of mechanical and handwork that will occur on slopes predominantly averaging approximately 35% or less for mechanized and up to ~50% slopes for handwork. Masticators and chippers will be used to remove dense stands of understory vegetation, select live trees less than 8 inches in Diameter at Breast Height (DBH), and dead, dying, and diseased trees up to 12 inches DBH. Understory vegetation, brush, and shrubs under the drip lines of trees shall be cut and masticated leaving root systems intact for resprouting. Mechanical treatment crews may utilize chainsaws and/or various other mechanized tools or hand tools to cut, clear, or prune herbaceous or woody species and ladder fuels. A mosaic of understory will be retained for wildlife habitat.

### **Operational Specifications:**

The following specifications will act as the requirements for the Contractor to operate safely and efficiently while protecting and conserving sensitive resources within all project areas.

#### **General Specifications**

1. A pre-designated Contractor foreman will be required to be on site at all times while the crew is working. The foreman must be able to address concerns from CAL FIRE, Santa Clara County Firesafe Council, their designee, or any of the project partners or their designee, adjacent landowners, or the public.
2. Operations may occur during daylight hours from 7:00 a.m. to 6:00 p.m., Monday through Saturday and 9:00 am to 6:00 p.m. on Sundays and federally designated holidays. Consideration will be given to beginning operations at 6:00 a.m. should daylight and weather conditions warrant it Monday through Saturday.
3. Operations are expected to occur from May 1<sup>st</sup> – October 15<sup>th</sup>. Operations may also occur from October 15<sup>th</sup> – May 1<sup>st</sup> with CAL FIRE approval if saturated soil conditions do not exist; if operations from appurtenant roads and staging areas can be conducted from a stable operating surface, and if additional requirements under **Operations from October 15<sup>th</sup> – May 1<sup>st</sup>, Watercourse Protections, Waterbreaks, and Wildlife Protection Avoidance Measures** can be adhered to.
4. Mechanized equipment operations shall not occur on any day where, from 6:00 am to 6:00 pm, the average rainfall forecast is 30% or greater.
5. Mechanized Operations will cease for:
  - a. 24 hours after a rain event defined as any precipitation resulting in 0.2 inches throughout the year to avoid dispersing California red-legged frog.
6. The Contractor will ensure that toilet and garbage disposal facilities are available for crews and are used in staging areas identified for operations.
7. The Contractor is responsible for assessing treatment areas to determine where traffic control may be needed. Masticated, chipped, or treated material of any kind should not make contact with any public road. If any masticated material contacts public roads, it should be cleaned up immediately.

8. The Contractor will be responsible for preserving survey markers and will replace damaged markers at their own expense using surveyors acceptable to the landowner.
  - a. The Contractor will also be responsible for any damage to public infrastructure or private property and will replace or repair these items at their own expense through means acceptable to Santa Clara County Firesafe Council, their designee, or any of the project partners or their designee.
9. Any appurtenant seasonal roads and staging areas shall be filmed ahead of active operations by Santa Clara County Firesafe Council, their designee, or any of the project partners or their designee, and the Contractor shall be responsible for returning the roads and staging areas to an “as good or better” condition following operations.
10. Contractor shall be responsible for maintaining a spill kit, that is adequate to manage and feasible spills, containing the following items:
  - a. Protective clothing or personal protective equipment to protect body parts most likely to be exposed to spilled hazardous substances.
  - b. Tools that clean up a spill consisting of highly absorbent towels, pads and at least six (6), 3-inch x 10-foot-long spill absorbent socks.
11. Prior to beginning operations, CAL FIRE, Santa Clara County Firesafe Council, their designee, project partners or their designee, shall conduct a pre-operational meeting to discuss project implementation, special protection measures and any potential operational constraints regarding the conduct of this contract that may impact project completion; including, but not limited to, planned start date, special protection measures, operational constraints on site inspectors from CAL FIRE, Santa Clara County Firesafe Council, their designee, or any of the project partners or their designee operating schedule, and order of project completion.
12. Special Treatment Zone and Equipment Exclusion Zones/Flagging and treatment
  - a. Special Treatment Zone (STZ’s); Areas flagged with orange/white striped labeled “Special Treatment Zone” will require consultation with CAL FIRE, Santa Clara County Firesafe Council, their designee, or any of the project partners or their designated on-site representative before conducting any work in proximity to these zones.
  - b. Equipment Exclusion Zone (EEZ’s); Areas flagged with yellow and white striped flagging labeled “Equipment Exclusion Zone” restricts heavy equipment and track chippers from entering these zones except at designated sites flagged to cross a watercourse represented by a strip of white flagging and a strip of pink flagging placed together.
13. Santa Clara County Firesafe Council, their designee, or any of the project partners or their designee shall flag two example treatment mark areas for Contractor review at the pre-operational meeting for each landowner.
14. Contractors and all heavy equipment operators are required to utilize *Avenza* software on phones or tablets capable of viewing PDF georeferenced operations maps provided by Santa

Clara County Firesafe Council or their designee, to identify the Contractors location, stay within project treatment areas or appurtenant infrastructure approved for operational use, and avoid sensitive resource areas.

- a. Santa Clara County Firesafe Council, their designee, or any of the project partners or their designee will field verify the completion of these areas on an appropriate and timely basis.
  - b. Training will be provided to the Contractor on how to use *Avenza* software.
15. The Contractor shall prepare and keep record of a daily checklist made available at the request of CAL FIRE, Santa Clara County Firesafe Council, their designee, or any of the project partners or their designee that checks the following for daily operations:
  - a. Names of contractor's daily on-site operational personnel and equipment. Equipment with Hobbs hour meters will log daily meter readings.
  - b. Inspections around the equipment and staging area for any wildlife that may have decided to occupy the area, particularly CA Red Legged Frogs (CRLF). If any CRLF are found, operations at the location must stop and CAL FIRE, Santa Clara County Firesafe Council, their designee, or any of the project partners or their designee must be notified immediately. Contractor will not harm, harass, or injure CRLF.
  - c. Inspections for any equipment leaks.
  - d. Ensure all water tanks for fire suppression are full.
  - e. Confirm that nesting and bat roosts surveys are completed for the treatment areas proposed for operations that day if operating from February 1<sup>st</sup> to August 31<sup>st</sup>.
  - f. Record wind speed and relative humidity measurements at the beginning of operations, 12:00 p.m., and at the conclusion of operations each day.
16. Typical work areas are brush, and forest, often away from roads and on steep terrain, and with target species densities ranging from 1% to 100% absolute cover. Poison oak, stinging nettle, stinging and biting insects are abundant. Access is via unpaved roads and trails. Contractor shall also access remote locations without paved roads. Some treatment sites shall require walking to site.
  - a. All vehicles used on the Project site shall be covered by company insurance; shall be in good functioning order; shall have functional 4-wheel drive with adequate clearance for off road use; and tires shall have minimum 3/32" tread. All occupants shall wear seat belts. Contractor shall operate vehicles at appropriate speeds within the preserves:
    - i. 15 mph maximum;
    - ii. 5 mph when passing pedestrians, bicycles, or horses;
    - iii. When parking within any partners land, contractor must allow enough room for emergency vehicle access at all time;
    - iv. Contractor shall have safety plans in place for heat illness, medical emergencies or injuries, and working adjacent to roads; and
    - v. Contractor shall have the ability to communicate from remote locations in case of medical or fire emergencies.

- b. All contractors must wear safety vests while on partners lands, including while in vehicles.
  - c. All vehicles must display prominent markings identifying it as a contractor vehicle.
- 2. Contractor licenses required
  - a. C-27 – Landscaping Contractor; or
  - b. D-49 – Tree Maintenance
  - c. Or be a Licensed Timber Operator (LTO)

### **Tree Treatments**

1. The treatment goal is to create a more healthy and diverse forest, comprised of approximately 100 - 200 healthy trees per acre. Generally, remove dead, dying, and diseased trees and select live trees less than or equal ( $\leq$ ) to 8 inches DBH. Healthy trees selected for retention that are less than 8 inches DBH will achieve an approximately 10-20 foot spacing where feasible.
  - a. Where there are only stands made up of trees less than 8 inches DBH, these stands of smaller trees will be spaced approximately 10-20 feet apart. Healthy trees less  $\leq$  8 inches DBH will be favored over diseased trees  $\leq$  8 inches DBH to meet the spacing goal.
  - b. All stump heights will be cut no higher than 6 inches above the ground. All cuts will be a flat or parallel cut to the ground and will have a smooth appearance with no frayed material visible.
2. No cutting of California buckeye (*Aesculus californica*), California nutmeg (*Torreya californica*), California Big leaf-maple (*Acer macrophyllum*), western sycamore (*Platanus racemose*), box elder (*Acer negundo* var. *californicum*), and all hydrophytic plant species (e.g., sedges [*Carex* spp.], rushes [*Juncus* spp.], western azalea [*Rhododendron occidentale*], red elderberry [*Sambucus racemosa*] and blue elderberry [*Sambucus cerulea*], and ferns [Pteridophyta]) unless there removal is warranted for crew safety or proximity with respect to homes or other infrastructure assets including roads and staging areas.
3. Micro stands of untreated oak trees with a cluster radius of approximately 25 feet (50-foot diameter) shall be periodically maintained throughout the project area where feasible; and should be spaced approximately 75-150 feet apart depending on the steepness of slope related to exacerbation of fire behavior or proximity to key infrastructure and assets.
4. Damage to residual trees shall be minimized to the greatest extent feasible. If there is excessive damage to residual trees or brush, the contractor shall remove these specimens.
5. Remove any standing dead trees  $\leq$  12 inches DBH. In areas at least 100 feet away high human occupancy areas (e.g., parking lots), at least 1 standing dead tree shall remain per acre.
6. All dead and downed trees < 12 inches in diameter will be delimbed/chipped through mastication or an otherwise agreed upon method with the remaining trunks that cannot be chipped left in place unless several trees have created a piled concentration. In this case, the remaining tree trunks will be separated by at least 10 feet from any other logs and left on site.

- a. Down dead trees >12 inches diameter may be masticated for access around treatment areas but, should remain in place where feasible unless they create a significant fire hazard and shall be separated by at least 10 feet from any other logs and left on site.
  - b. Contractor shall consider maintaining an appropriate number of snags and downed woody debris within the treatment areas. Target snags should be approximately 1-2 per acre and similar for downed woody debris >12 inches in diameter.
7. A tree of any size considered a hazard and direct threat to personal safety or infrastructure may be removed with concurrence of the landowner.
8. CAL FIRE, Santa Clara County Firesafe Council, their designee, or any of the project partners or their designee reserve the right to reasonably adjust tree treatments in areas where additional sensitive resources are identified and/or may adjust the treatment prescription as needed to meet specific conditions.

### **Tree Pruning Treatments**

1. Conifer trees >8 inches DBH will be pruned (live and dead limbs) up to a maximum height of 8 feet, except next to public road surfaces where the maximum pruning height is 12 feet. No pruning will be done to a height greater than 33% of total tree height. Only dead limbs on hardwoods shall be pruned.
2. Conifer limbs may be pruned with a masticator, but pruned ends shall have a smooth appearance with no frayed material visible especially in areas visible to the public. Note: This may require follow-up handwork.
3. In areas where damage to secondary lateral hardwood limbs is expected due to mechanical mastication, hardwoods shall be pruned by hand using ANSI A300 standards to facilitate access for mastication equipment and minimize damage to hardwoods species. It is expected that the amount of handwork will be minimal and focused on a few key areas occupied by larger coast live oaks. CAL FIRE, Santa Clara County Firesafe Council, their designee, or any of the project partners or their designee will provide instruction on hardwood pruning techniques using recognized arboricultural guidelines as needed.

### **Understory Vegetation, Brush, and Shrub Treatments**

1. Understory vegetation, brush, and shrubs under the drip lines of trees shall be cut and masticated leaving root systems intact for resprouting except:
  - a. The contractor shall not masticate, or remove through handwork, hydrophytic riparian species such as (e.g., sedges [*Carex spp.*], rushes [*Juncus spp.*], western azalea [*Rhododendron occidentale*], red elderberry [*Sambucus racemosa*] and blue elderberry [*Sambucus cerulea*], and ferns [Pteridophyta]) unless there is a safety issue, and that species needs to be removed.
  - b. Where significant stands of California hazelnut (*Corylus cornuta*), Contractor shall maintain a component of these shrubs at a spacing between 25 – 100 feet depending on

frequency per acre, steepness of slope related to exacerbation of fire behavior, or proximity to key infrastructure and assets.

2. Outside of the drip line of retained trees, brush and shrubs shall be cut and masticated leaving root systems intact for resprouting to achieve a horizontal crown separation of approximately 50-75 feet. Spacing may be closer to 50 feet on flatter ground and 75 feet on steeper ground or completely removed to provide defensible space when in proximity to infrastructure or near homes within treatment areas. Remaining clumps of brush and shrubs should not exceed approximately 15-25 feet in diameter and will consist of healthy appearing specimens where feasible. At no time shall more than 66% of any contiguous stand of shrubs be removed that is mapped in a single treatment polygon unless the treatment activity is Fuel Break.
  - a. Consideration shall be given to maintaining a diversity of understory vegetation, brush, and shrub species in these areas.
3. Woodrats receive a 5–10-foot buffer at minimum. The majority of living vegetation should remain as part of the woodrats nest complex.
4. Damage to residual understory vegetation and brush shall be minimized to the greatest extent feasible.
5. CAL FIRE, Santa Clara County Firesafe Council, their designee, or any of the project partners or their designee reserve the right to reasonably adjust understory vegetation and brush treatments in areas where additional sensitive resources are identified and/or may adjust the treatment prescription as needed to meet specific conditions.

#### **Treated Vegetation within Treatment Areas**

1. The residual masticated material shall remain uniformly spread to the extent feasible within the project area, shall not exceed a depth of approximately six inches (6") and should average approximately three inches (3"), and individual pieces shall not exceed two feet (2') in length or three inches (3") in diameter at the large end to support regeneration in the understory.
2. Excessive residual masticated material shall not obstruct water flow in drainage features such as ditches and culverts. Such material shall be removed by the contractor prior to a forecasted 30% precipitation event or upon completion of operations, whichever occurs first.
3. Residual masticated material should be utilized to cover approximately 75% of any areas bared during operations and shall not be piled at the base of remaining trees or sensitive vegetation.
4. Upon completion of a treatment area the contractor shall ensure that all roads and trails are open and passable.
  - a. Scattered debris is acceptable on the trail surface but not to the point that it creates any significant tripping hazards.
5. Damage to residual trees and brush shall be minimized to the greatest extent feasible. If there is excessive damage to residual trees or brush, the contractor shall remove those specimens.



### **Acceptable Heavy Equipment**

1. Excavator with a boom mounted masticating head capable of reaching a minimum distance of 20 feet.
2. Small, tracked tractor such as a skid steer or mini excavator with masticating head capable of working under 8-foot canopies.
3. Other heavy equipment may be proposed for use by the Contractor and must be approved by Santa Clara County Firesafe Council or their designee. To propose other heavy equipment, the Contractor should be prepared with equipment dimensions, weight, and photos of equipment.

### **General Provisions for Heavy Equipment**

1. Heavy equipment shall not operate:
  - a. In any Watercourse and Lake Protection Zones (WLPZ), Special Treatment Zone (STZ), or Equipment Exclusion Zone (EEZ);
  - b. On unstable areas, as identified and flagged by the CAL FIRE or a Registered Professional Forester (RPF), and shown on the operations map;
  - c. On any paved or chip-sealed surface, with the exception that heavy equipment with rubber tracks or excavators with street pads may operate on such surfaces;
    - i. The contractor shall be responsible for damage to surfaced roads resulting from heavy equipment use.
    - ii. The contractor shall be responsible for watering, installing waterbars, and grading dirt or rocked roads that have been impacted by the contractor's actions. Such roads shall be returned to their preoperational original condition.
    - iii. Heavy equipment operation shall cease if the activity generates a significant amount of dust that impedes visibility.
  - d. On any day where the rain forecast average is greater than 30% averaged hourly from 6:00 a.m. to 6:00 p.m.
  - e. 24 hours after a rain event defined as any precipitation resulting in 0.2 inches throughout the year to avoid dispersing California red-legged frog;
  - f. On saturated soils as defined in 14CCR §895.1 (shown here for reference):
    - i. "Saturated Soil Conditions means that soil and/or surface material pore spaces are filled with water to such an extent that runoff is likely to occur. Indicators of saturated soil conditions may include, but are not limited to: (1) areas of ponded water, (2) pumping of fines from the soil or road surfacing material during Mechanized Equipment Operations, (3) loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts, (4) spinning or churning of wheels or tracks that produces a wet slurry, or (5) inadequate traction without blading wet soil or surfacing materials."
  - g. Outside of the project boundary;
  - h. In any other area identified for heavy equipment exclusion on the operations map.
1. Leaking equipment shall not be allowed into the project area. If, during the course of operations, a fuel or hydraulic fluid leak is discovered, the machine shall stop, and the leak shall

be contained and fixed immediately. Operations with that equipment shall not resume until the leak has been fixed. The contractor shall remove and dispose of any contaminated soil.

2. Care shall be taken to avoid damage to leave trees. It is acceptable for some areas to remain untreated if treatment is likely to result in excessive damage to leave trees.
3. Main line access trails shall be flagged by CAL FIRE, Santa Clara County Firesafe Council or their designee in each unit for ingress and egress into any unit to reduce disturbance from the staging area as needed. Contractors will be required to install waterbars on these main line trails or any other area used for equipment access where disturbance warrants treatment following operations or prior to the winter period.
4. No heavy equipment shall be fueled within 65 feet of any watercourse.

### **Fire Safety**

Contractor operations may be suspended at any time by CAL FIRE, Santa Clara County Firesafe Council, or their designee based on red flag warnings, high fire danger, Unit Preparedness Levels or when on-site conditions determine the operation of the machine presents an elevated risk of starting a fire.

1. The Contractor will have fire tools available on-site during operations for firefighting purposes per PRC 4428:
  - a. No person, except any member of an emergency crew or except the driver or owner of any service vehicle owned or operated by or for, or operated under contract with, a publicly or privately owned utility, which is used in the construction, operation, removal, or repair of the property or facilities of such utility when engaged in emergency operations, shall use or operate any vehicle, machine, tool or equipment powered by an internal combustion engine operated on hydrocarbon fuels, in any industrial operation located on or near any forest, brush, or grass-covered land between April 1<sup>st</sup> and December 1<sup>st</sup> of any year, or at any other time when ground litter and vegetation will sustain combustion permitting the spread of fire, without providing and maintaining, for firefighting purposes only, suitable and serviceable tools in the amounts, manner and location prescribed in this section.
  - b. On any such operation a sealed box of tools shall be located within the operating area, at a point accessible in the event of fire. This fire toolbox shall contain: one backpack pump-type fire extinguisher filled with water, two axes, two McLeod fire tools, and a sufficient number of shovels so that each employee at the operation can be equipped to fight fire.
  - c. One or more serviceable chainsaws of three and one-half or more horsepower with a cutting bar 20 inches in length or longer shall be immediately available within the operating area, or, in the alternative, a full set of timber-felling tools shall be located in the fire toolbox, including one crosscut falling saw six feet in length (chainsaw acceptable), one double-bit axe with a 36-inch handle (single bit axe acceptable), one sledge hammer or maul with a head weight of six, or more, pounds and handle length of 32 inches, or more, and not less than two falling wedges.

- d. Each rail speeder and passenger vehicle, used on such operation shall be equipped with one shovel and one axe, and any other vehicle used on the operation shall be equipped with one shovel. Each tractor used in such operation shall be equipped with one shovel.
  - i. As used in this section:
    - 1. "Vehicle" means a device by which any person or property may be propelled, moved, or drawn over any land surface, excepting a device moved by human power or used exclusively upon stationary rails or tracks.
    - 2. "Passenger vehicle" means a vehicle which is self-propelled, and which is designed for carrying not more than 10 persons including the driver, and which is used or maintained for the transportation of persons but does not include any motortruck or truck tractor.
- 2. The Contractor shall provide and be responsible for operating and maintaining one of the following options for initial ignition attack and fire suppression:
  - a. A full 500-gallon water buffalo trailer with a water pump and minimum 50-foot fire hose both attached to the trailer to be within reasonable proximity to operations at all times.
    - i. The mobile motorized pump shall be capable of reaching and dispensing a minimum of 250 gallons of water to all areas of active equipment operations within 5 minutes of fire ignition.
    - ii. If the Contractor is operating more than one crew out of different staging areas, the Contractor shall provide one of these units for each crew.
  - b. Heavy equipment conducting mastication shall have a foam fire suppression system built in.

OR

  - c. A side-by-side off-highway utility vehicle with appropriate firefighting tools that include a shovel, Mcleod, Pulaski, and a chainsaw with a minimum 20-inch bar, fire extinguisher, and first aid kit. In addition, the side by side off highway utility vehicle shall carry an ATV/UTV skid unit that, at minimum, is equivalent to a Mercedes Wick-100 4H or Wick SI 250 Pump/Motor and a ¾" x 50' Rubber Booster Hose on a Manual Reel.
  - d. A full 500-gallon water buffalo trailer with a water pump and minimum 50-foot fire hose both attached to the trailer to be within reasonable proximity to operations at all times.
    - i. The mobile motorized pump shall be capable of reaching and dispensing a minimum of 250 gallons of water to all areas of active equipment operations within 5 minutes of fire ignition.
    - ii. If the Contractor is operating more than one crew out of different staging areas the contractor shall provide one of these units for each crew.
  - e. Contractor may propose an alternative method that meets or exceeds these standards.
  - f. Santa Clara County Firesafe Council or project partner will arrange for a water source for the Contractor to keep a 500-gallon water buffalo trailer or ATV/UTV skid unit full of water.- 3. Treatment areas shall be walked prior to operations to determine if there are any potential ignition hazards such as rocks, metal objects, or fuel sources that could act as possible ignition

points. The Contractor should adjust operational schedules to operate in these areas when fire hazard risks are the lowest, such as early morning.

4. Each vehicle or piece of heavy equipment shall be outfitted with a minimum 5 lb. Class ABC fire extinguisher, and/or a 2.5-gallon air pressurized gallon Class A water fire extinguisher, and/or a 5-gallon backpack pump physically attached to the heavy equipment or truck in an accessible location to respond to any possible ignitions. Heavy Equipment with foam fire suppressions system built in meet this requirement.
5. Spark arrestors are required for all mechanized tools.
6. Smoking is restricted to non-vegetated areas.
7. During times when vegetation is flammable, a minimum of 2-hour fire watches each day following conclusion of mechanized operations. Fire watch may include time spent conducting routine end-of-day equipment maintenance.
8. Immediate Fire Suppression Station (IFSS): A five-gallon backpack pump, Mcleod hand tool, and shovel shall be strategically staged within 250 feet of any mechanized mastication operations for ground crew or spotters to immediately extinguish any ignition.
9. Fire patrol shall be required on site during and at least 3 hours after operations when the relative humidity is at or below 20% and/or when winds are at or above 15 mph at the end of the day in the work area if mechanized mastication equipment has been operating.
  - a. Contractor shall have a Kestrel handheld monitor (or equivalent) to monitor wind and relative humidity and shall take readings at the beginning of operations, 12:00 p.m., and at the conclusion of operations each day. Contractor shall maintain a record of readings as part of the daily operational checklist.
10. CAL FIRE, Santa Clara County Firesafe Council or their designee, reserves the right to restrict operating hours or operations in total during critical fire weather.

#### **Ground Disturbing Activities within Treatment Areas**

1. Ground disturbance shall be minimized to the greatest extent feasible. Berms, ruts, and other operator caused ground disturbance over 12 inches in height/depth shall be smoothed out to original contours before leaving the immediate work area.
2. Equipment shall operate parallel to the slope (up and down the fall line) to the greatest extent feasible.
3. The cutting or mulching head of the masticator shall be kept at or above the duff layer and not into mineral soil to the greatest extent feasible.
4. Equipment shall not enter areas outside of the designated project areas unless authorized by CAL FIRE, Santa Clara County Firesafe Council, or their designee.

5. Upon completion of a treatment area the contractor shall ensure that roads are left open and passable by the public with respect to all possible users.
  - a. Scattered debris is acceptable on seasonal roads but not to the point that it creates any significant road hazards for vehicles or users.

#### Operations from October 15<sup>th</sup> – May 1<sup>st</sup>

1. If Contractor obtains approval to operate from October 15<sup>th</sup> to May 1<sup>st</sup> no operations on saturated soils conditions as defined below may occur:
  - a. Saturated soil is defined as soil and/or surface material pore spaces that are filled with water to such an extent that runoff is likely to occur. Indicators of saturated soil conditions may include but are not limited to:
    - i. areas of ponded water,
    - ii. pumping of fines from the soil or road surfacing material during operations,
    - iii. loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts,
    - iv. spinning or churning of wheels or tracks that produces a wet slurry, or
    - v. inadequate traction without blading wet soil or surfacing materials.
  - b. In addition, operations on appurtenant roads or staging areas may only occur from a stable operating surface defined below:
    - vi. A surface that can support vehicular traffic and that routes water off the road surface or into drainage facilities without concentrating flow in ruts (tire tracks), pumping of the roadbed, or ponding flow in depressions. A stable operating surface shall include paved roads, structurally sound road base, unsaturated hard packed seasonal roads, and all must be appropriate for intended use.

#### Watercourse Protections

1. All Class I and II watercourses will have the watercourse and lake protection zone (WLPZ) flagged where treatment activities are proximal to WLPZ based on the following table:

WLPZ Width (ft) – Distance from top of bank to the edge of the protection zone			
< 30 % Slope	75	50	Sufficient to prevent the degradation of downstream beneficial uses of water. Determined on a site-specific basis.
30-50 % Slope	100	75	
> 50 % Slope	150	100	

Source: 14 CCR Section 916.5 [936.5, 956.5] (February 2019 version)

2. All Class III watercourse centerlines within proximity to where operations will occur have watercourse centerlines flagged in blue with yellow and white striped equipment exclusion zone flagged to protect the watercourse based on the table below (EEZ) buffer. Handwork may occur within the EEZ zone.

Equipment Limitation Zones in *Feet		
Class III Watercourses	<30%	>30%
	25	50

\* Feet = Measured along the ground based on slope

2. Heavy equipment used in project operations shall not be serviced or fueled within 65 feet of a watercourse or in any locations where servicing will allow, grease, oil, or fuel to pass into lakes

or watercourses. Contractor shall maintain a spill response kit within reasonable proximity to equipment operations.

3. Equipment shall be checked each day for any signs of leaks and if discovered, shall be repaired immediately.
4. Operations shall not place, discharge, dispose of, or deposit in such a manner as to permit to pass into waters of the state, any substances, or materials, including, but no limited to, soil, silt, bark, slash, sawdust, or petroleum in quantities which may cause harm to fish, wildlife, beneficial functions of riparian zones, or the quality and beneficial uses of water.
5. All staging areas and fueling or maintenance of vehicles and equipment shall occur outside of sensitive habitat areas and at least 65 feet from any water body, drainages (including storm drains) or riparian habitat.
  - a. No petroleum products, chemical, silt, fine soil, or any substance or material deleterious to sensitive species shall be allowed to pass into or be placed where it could enter a stream channel.
  - b. Any spills of hazardous materials shall be cleaned up and/or removed immediately. Any such spills shall be reported to CAL FIRE or their supervised designee.
  - c. Major vehicle maintenance, repairs, and washing shall be done off-site.
  - d. Chainsaw fueling shall occur on service roads and only where spills can be easily cleaned and at least 65 feet away from streams, bridges, or other areas that can transport spilled materials into natural waterways.

#### **Waterbreaks**

1. Waterbreaks shall be installed or reinstalled in their original locations and original configuration on appurtenant seasonal roads or staging areas used by the Contractor following operations and prior to October 15<sup>th</sup> on any year that operations occur.
  - a. Contractors must have an appropriate piece of heavy equipment to construct waterbars on site, such as an appropriately sized excavator with a bucket, backhoe, or front-end loader with a hydraulically controlled box scraper on site a month prior and following the winter period (October 15<sup>th</sup> – May 1<sup>st</sup>).
  - b. Additional erosion control measures may be implemented as determined by CAL FIRE, Santa Clara County Firesafe Council, or their designee.
    - i. This shall include seeding with sterile varieties of barley and utilizing predominantly weed free rice straw for additional erosion control measures as deemed appropriate where bare areas have been created during operations. Contractor should be in contact with CAL FIRE, Santa Clara County Firesafe Council, or their designee for the appropriate amounts of these erosion control materials to be kept on site during the winter period.
      1. Stockpiles of these materials shall be kept dry and at minimum placed on raised pallets and covered with a tarp that is secured over these materials.



- c. Erosion control measures shall be implemented between October 15th and May 1st, prior to sunset if the National Weather Service forecast predicts a 30% or greater chance of rain within the next 24 hours.
  - d. No mechanized operations will occur within 24 hours following a rain event of 0.2 inches or greater for protection of Red Legged Frog upland migration.
2. Where waterbreaks need to be additionally placed following operations, they shall be placed similarly to other existing waterbreaks. At minimum, waterbreaks placed shall be placed at an approximate 45-degree angle, be cut diagonally to a minimum 6 inches into the firm roadbed or disturbed area, have a continuous firm embankment of at least 6 inches in height, and a width of 6 inches immediately adjacent to the lower edge of the waterbreak cut-out flow.
3. If the installation of additional waterbreaks cannot be accomplished by heavy equipment due to inability to access a site, then hand-dug waterbreaks may be constructed with less than the requisite 6 inches above grade and 6 inches below grade where appropriate but must be functional and maintain a 6-inch-wide outlet.
4. Waterbreaks shall be located to allow water to be discharged into some form of vegetative cover, duff (forest floor detritus), slash, rocks, or less erodible material wherever possible, and shall be constructed to provide for unrestricted discharge at the lower end of the waterbreak so that water will be discharged and spread in such a manner that erosion shall be minimized.
5. Waterbreaks may be located and adjusted outside of the maximum waterbreak spacing specified at the discretion of CAL FIRE or their supervised designee in order to reduce any potential impacts and allow for the beneficial use of water. The waterbreaks shall be situated in a manner as to allow water to drain into stable soil configurations.
6. Waterbreak spacing shall conform with the table below. The waterbreak spacing may also be adjusted by CAL FIRE, Santa Clara County Firesafe Council, or their designee to create a greater level of protection than identified under general soil stabilization measures.

Maximum Distance Between Waterbreaks Measured in *Feet			
U.S. Equivalent Measure Road or Trail Gradient in percent			
10% or less	11-25%	26-50%	>50%
100	75	50	50

**\* Feet = Measured along the ground based on slope**

- a. Where vegetation is not adequate to act as a sediment filter at waterbreak outlet locations that have the potential to discharge sediment to a watercourse, the Contractor shall armor the road drainage outlets with slash, chunks of wood, rock, or other methods in consultation with CAL FIRE, Santa Clara County Firesafe Council, or their designee.

#### **Biological Resource Avoidance Measures**

1. If any California Endangered Species Act (CESA) or Federally Endangered Species (ESA) listed plant or animal is encountered, operations shall cease in proximity, and the area shall be

avoided. CAL FIRE, Santa Clara County Firesafe Council, or their designee shall be notified immediately.

2. Nesting and bat roost surveys are required from February 1<sup>st</sup> to August 31<sup>st</sup> and shall be conducted within 7 days of any mechanical or manual treatment areas by CAL FIRE, Santa Clara County Firesafe Council qualified personnel, a qualified RPF, or qualified wildlife biologist.
  - a. Areas where nesting and bat roosts are found to occur shall have a buffer zone flagged in orange glo of 250 feet depending on the species needs. CAL FIRE, a qualified RPF, or qualified wildlife biologist reserve the right to increase or decrease the buffer size as appropriate based on topography.
  - b. Disturbance of nests/dens/roosts/nest cavities shall be avoided. If the Contractor identifies an active nest/den/roost/nest cavity, a buffer should be established between the construction activities of 100 feet and the active nest/den/roost/nest cavity so that nesting activities are not interrupted. CAL FIRE, a qualified RPF, or qualified wildlife biologist reserve the right to increase or decrease the buffer size as appropriate based on topography.
3. **Woodrats** receive a 5–10-foot buffer at minimum. The majority of living vegetation should remain as part of the woodrats nest complex where feasible.
  - a. Woodrat nests may only be removed, if necessary, to access a portion of a treatment area otherwise inaccessible or reasonably pass from one treatment polygon to another.
  - b. Nest removal shall be avoided during the breeding season if feasible (January 1<sup>st</sup> - September 30<sup>th</sup>). If woodrat nests must be removed during the breeding season, they will be slowly removed by hand to determine if young are present. If young are present the nest material shall be replaced, and the nest left alone for 2-3 weeks at which time the nest can be rechecked to verify that young are capable of independent survival before proceeding with nest dismantling. CAL FIRE, a qualified RPF, or qualified wildlife biologist shall be notified to determine if young are present prior to removal.
4. **California Red Legged Frog (CRF)** - mechanized operations will cease for:
  - a. 24 hours after a rain event defined as any precipitation resulting in 0.2 inches throughout the year to avoid dispersing CRF.

#### **Archaeological Resources**

1. If evidence of archaeological or cultural resources are discovered during project operations, all operations will cease in the vicinity of the potential resource, a 100 foot buffer will be implemented, and the area shall be avoided. CAL FIRE, Santa Clara County Firesafe Council, or an archaeologist be notified immediately. CAL FIRE, Santa Clara County Firesafe Council or their qualified designee, or an archaeologist may increase or decrease the buffer as deemed appropriate.

## Forest Pathogens

1. All hand equipment including boots will be sanitized and heavy equipment hosed off prior to, and following, operations in areas where the spread of forest diseases are possible.
2. Each time equipment or vehicles leave or arrive at the site, the equipment or vehicles should be inspected by operations personnel for soil, host plant debris (leaves, twigs, and branches). Soil, or Host plant debris should be removed from equipment and vehicles prior to their arrival or departure. This applies to all equipment and vehicles associated with the operation, including heavy equipment, equipment transport trucks and trailers, pick-up trucks, employee's personal vehicles, etc.
3. After working in an infested area, remove or wash off accumulations of soil, mud, leaves, twigs, and other organic debris from shoes, boots, vehicles and heavy equipment, etc. before traveling to an area that is not infected with forest pathogens. Lysol® or a bleach solution should be used to disinfect shoes and boots after cleaning.
4. Disease host species, or disease infected trees should only be chipped back into areas where infected or host species are already present to avoid and minimize the risk of spreading disease.
5. Diseased material of any kind i.e., firewood or logs should not be transported out of project areas as part of this project without observing the requirements for transport of material within a quarantine area or zone of infestation.
6. Additional information for treatment of diseased material and/or transport can be found at the following links for these forest diseases:
  - a. Sudden Oak Death: <https://www.suddenoakdeath.org/wp-content/uploads/2014/12/forestry-08-10-with-new-2014-map.pdf>
  - b. Pitch Canker: <https://ufei.calpoly.edu/pitch-canker-task-force-management/>

## Invasive Species

1. Invasive species should only be chipped back into areas where non-native invasive species are already present to avoid and minimize the risk of spreading invasive species.
2. Equipment, tools, boots etc. must all be cleaned of dirt and debris before arriving on site to prevent import of weed seed into the project areas.

## Flagging Key

1. **Blue and white striped flagging** – Water Course and Lake Protection Zones (WLPZ) for Class I and II watercourses.
2. **Blue flagging** – Marks the centerline of a Class III watercourse. May also be utilized to mark the location of a waterbreak that needs to be constructed. The location of the waterbreak will be designated by placing a flag at the waterbreak inlet and an additional flag at the waterbreak outlet.
3. **Yellow and white striped flagging** – Equipment Exclusion Zone. Utilized for the protection of wood rats' nests or to restrict operations of heavy equipment within 30 feet of a Class III watercourse or other sensitive resources.
4. **Orange and white striped flagging** – Special Treatment Zone. Contractor shall contact CAL FIRE, Santa Clara County Firesafe Council, or their designee for more information on these zones and these zones shall not be entered without permission.
5. **Pink glo** – Identifies a potential hazard to equipment or people.
6. **Orange glo** – Identifies areas of retention for sensitive vegetation or sensitive wildlife resources.
7. **Solid pink glo flagging accompanied by solid white flagging** – Special instructions to the Contractor written on the white flagging in black permanent pen. May also indicate an approved location to cross a Class III watercourse with heavy equipment or a track chipper.
8. **Yellow flagging with the words "SKID TRAIL" on it** – Location where heavy equipment may travel off-road to access treatment areas or hazard trees marked for removal. Each unit will have main line skid trails identified prior to operations where heavy equipment may travel to and from a staging area for refueling to reduce ground disturbance.
9. **Orange flagging with the words "TRUCK ROAD" on it** – Location where vehicles licensed for use on county roads and state highways may travel. Predominantly utilized to identify appropriate locations of seasonal or winterized road use to a staging area for contractors.
10. **Solid blue accompanied by solid white and either SKID TRAIL (yellow) or TRUCK ROAD (orange) flagging** – Stream crossing approved for equipment use indicated by appropriate color yellow SKID TRAIL or orange TRUCK ROAD.
11. **Black and yellow flagging** – Caution, Wasp or Bee's nest
12. **Red flagging** – Indicates a potential property boundary or bound of operations.

## **EXHIBIT B: REQUIREMENTS FOR ACCESS AND WORK ON LGCWC PROJECT LANDS**

The SCCFSC is obligated to administer the grant and provide general coordination and oversight, manage contractors, and coordinate communications for the Forest Health Grant project in conformance with agreements between each landowner. The SCCFSC is obligated to provide notice to landowners before property is accessed and to manage and coordinate this access. Land owner representatives and SCCSFC representatives will coordinate with the contractor to ensure that proper notices are given for access. These representatives will also coordinate with the contractor to implement the Forest Health Grant treatments as described in Exhibit A.

**EXHIBIT C****Desired Qualifications:**

*Please include the following in your bid:*

#	Category
1	Experience working with public agencies and collaborative projects.
2	Contractors must be able to mobilize to the jobsite and live within suitable distance to complete work.
3	Experience with similar projects as demonstrated by list of completed projects and references.
4	Knowledge of and experience with central and/or north coastal California environmental constraints (soils, topography, hydrology etc.)
5	Experience working in ecologically sensitive habitats as well as in the proximity of sensitive species.
6	Ability to begin vegetation treatments November 15, 2022
7	Contractor owns or has the ability to purchase/utilize a variety of heavy equipment to treat vegetative fuels in roadside and forested settings. Equipment includes, but is not limited to, a skid steer and excavator with mulching/masticating head attachment.



**EXHIBIT D: Cost Proposal, Subcontractors, References and Certification**

*Please include the following with your bid:*

Item	Description	Amount
1	Mobilization, insurance	
2	Mechanized Vegetation Treatments	
3	Handwork Vegetation Treatments	
4	Total Vegetation Treatments	
5	Erosion Control	
6	Site meetings and prevailing wage management	
7	Reporting and verification	
8	Demobilization/closeout	
9	Total Bid	

We, the undersigned, having familiarized ourselves with all project plans and local conditions affecting the cost of work to be done, along with the cost proposal and contract documents, hereby propose to provide and furnish all labor, materials, utilities, transportation, and equipment of all types and kinds and to complete the project as specified and described in Exhibit A.

We, the undersigned, agree to perform all of the above work to its completion and to the satisfaction of the SCCFSC for the rates and prices for said work as indicated below.

Signature:

Date:

Title:

**REFERENCES**

*Please list four projects and contact information as an attachment with the following information:*

- Project Name
- Brief description of project
- Date(s) of operation
- Reference (name & phone)

**SUBCONTRACTORS:**

List subcontractors you are planning to use on this project, if any. Provide company name and California contractor license number and classification.

CERTIFICATION: *Please include with your bid.*

I hereby certify that:

1. All of the statements herein made by me are made on behalf of \_\_\_\_\_  
[company name], \_\_\_\_\_ [Director/CEO name]
2. I have thoroughly examined the plans and specifications, contract documents and all other items bound herein;
3. I have carefully prepared this Cost Proposal form and have checked the same in detail before submitting this bid;
4. I have full authority to make such statements and to submit this bid on the Company's behalf;  
and
5. The statements herein are true and correct.

Signature

Date

Title

Calif. Contractor's License #:

Contractor's DIR Registration #:

Name of Qualifier for License:

Federal Tax Identification #: Company Address:

Phone:

Project Representative: Representative's Phone:

Date:

## EXHIBIT E: SAMPLE CONTRACT:



### SUBCONTRACTOR AGREEMENT FOR TREE CONTRACTORS

This Subcontractor Agreement (the "Agreement") is entered into by and between \_\_\_\_\_ ("Contractor") and Santa Clara FireSafe Council, dba Santa Clara County FireSafe Council, a California Public Benefit Corporation ("SCCFSC" and collectively, the "Parties"). The date on which this Agreement is entered into is the last date on which both Parties have executed this Agreement.

#### 1. CONTRACTOR'S SERVICES

a. Contractor agrees to perform all of the services set forth in Exhibit "A" to this Agreement (the "Services") for the compensation and on the terms set forth in this Agreement. Exhibit "A" is incorporated into this Agreement by reference as written and as it may be amended in writing from time to time by the Parties, provided that any amendment to Exhibit A is signed by Contractor and a duly authorized representative of SCCFSC.

Contractor may not begin work in advance of receiving a purchase order for approved services in a bid/proposal.

b. Contractor agrees to perform the Services in a timely, professional and competent manner. Contractor may, at Contractor's own expense, use its qualified employees and, as long as Contractor has procured SCCFSC's prior written consent, may use other subcontractors to perform the Services under this Agreement. SCCFSC shall have the right to periodic consultations with Contractor regarding Contractor's provision of the Services.

c. Contractor agrees to perform Services under this Agreement as a service provider under SCCFSC's fuel reduction programs. Contractor may represent, perform Services for, or be employed by such additional persons or companies as Contractor sees fit, except to the extent doing so causes Contractor to breach Contractor's obligations under this Agreement or creates a conflict of interest.

#### 2. COMPENSATION

a. SCCFSC agrees to pay Contractor for its Services as set forth in Exhibit "A" as executed by the Parties.

b. Contractor shall invoice SCCFSC on a monthly basis for all Services under this Agreement during the preceding month. A valid SCCFSC Purchase Order is required for all Contractor invoices and the invoice total amount to be paid by SCCFSC must not exceed the Purchase Order total. All Contractor invoices must include the SCCFSC Purchase Order number, date(s) and location(s) where

the Services were performed, a general description of the Services performed, and any other information specified in the Purchase Order.

c. SCCFSC shall pay Contractor invoices within 60 days of receipt of an acceptable invoice approved by a duly authorized representative of SCCFSC.

d. Contractor shall be responsible for all expenses incurred in association with the performance of the Services under this Agreement. Expenses include, but are not limited to, all costs pertaining to the performance of the Services and all cleanup, debris removal, safety requirements, insurance, licenses, assessments, inspections, and taxes (sales, use, franchise, excise, etc.) applicable to the Services.

### **3. TERM OF AGREEMENT; TERMINATION; DEFAULT**

a. This Agreement will become effective on the date it has been signed by the Parties (the "Effective Date").

b. The term of this Agreement continues from year to year unless terminated by the Parties as set forth below.

c. Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party in accordance with the notice provisions set forth below.

d. In the event that either party defaults in the performance of its obligations under this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement immediately upon providing written notification to the breaching party. Termination shall be effective on receipt of the written notification by the breaching party, or five (5) days after mailing of the notice to the address set forth in the notice provisions below, whichever occurs first. For purposes of this section, a material breach of this Agreement shall include but not be limited to the following:

i. Failure of the Contractor to perform its Services as set forth in [Exhibit A as executed by the Parties and/or a valid SCCFSC Purchase Order] or.

ii. Any breach of the provisions of Paragraph 8.

b. This Agreement terminates automatically on the occurrence of any of the following events:

i. (a) Appointment of a receiver, liquidator, or trustee for either Party by decree of competent authority in connection with any adjudication or determination by such authority that either Party is bankrupt or insolvent; (b) the filing by either Party of a petition in voluntary bankruptcy, the making of an assignment for the benefit of its creditors, or the entering into of a composition with its creditors; (c) any formal action to terminate SCCFSC's existence or otherwise to wind up SCCFSC's affairs; (d) any formal action of Contractor to terminate Contractor's existence or otherwise to wind up Contractor's affairs; (e) Contractor's loss of its required insurance hereunder; or (f) Contractor's loss or suspension of its license to perform the Services hereunder.

ii. Sale of the business of Contractor.

e. Upon termination of this Agreement, Contractor shall be entitled to payment for invoiced Services completed prior to the termination date. Thereafter, SCCFSC shall owe Contractor no further amounts or obligations.

#### **4. CHANGES IN THE WORK.**

a. Contractor shall make any and all changes in the Services as directed by SCCFSC and such changes may be directed by SCCFSC both orally and in writing (each, a "Change Directive"). Such Change Directive(s) shall not invalidate the Agreement and/or Request for Proposal. Within five (5) days of its receipt of a Change Directive from SCCFSC, Contractor shall provide a written preliminary estimate of any change in the cost of the Services or schedule(s) associated with performing the Work. If no such preliminary estimate is received by SCCFSC within such period, it shall be conclusively presumed that the change directed by SCCFSC does not call for any work that will result in an adjustment in cost or schedule, and such change shall be performed by Contractor without any such adjustment.

c. Contractor shall make no changes in the Services covered by the Request for Proposal without a written Change Directive signed by SCCFSC and no change in the relevant Services shall be a basis of an adjustment in cost or schedule unless and until such change has been authorized by a written Change Directive executed by a SCCFSC Representative.

#### **5. NOTICES**

a. Any notice under this Agreement must be in writing and shall be effective upon delivery by hand, email or five (5) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to SCCFSC or to Contractor at the corresponding address below. Contractor shall be obligated to notify SCCFSC in writing of any change in Contractor's address. Notice of change of address shall be effective only when done in accordance with this Paragraph.

Contractor's Notice Address:

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SCCFSC's Notice Address:  
Santa Clara County FireSafe Council  
Attn: Stephen Harrington, Program Manager  
14380 Saratoga Avenue  
Saratoga, CA 95070  
Office Phone (408) 975-9591  
Cell Phone (408)915-7233

#### **6. RELATIONSHIP OF THE PARTIES**

a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor and not an agent or employee of SCCFSC. In no circumstance shall Contractor look to SCCFSC as Contractor's employer, partner, agent, or principal. Neither Contractor nor any employee of Contractor (which for purposes of this Paragraph shall be included in the term "Contractor") shall be entitled to any benefits accorded to SCCFSC's employees, including without limitation workers' compensation, disability insurance, retirement plans, or vacation or sick pay.

b. Contractor shall be responsible for providing, at Contractor's expense and in Contractor's name, disability, workers' compensation, or other insurance as well as licenses and permits usual or necessary for performing Services. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation, including estimated taxes and payroll taxes, and shall provide SCCFSC with proof of payment on demand.

c. Contractor shall indemnify, defend, and hold SCCFSC harmless for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by SCCFSC arising from or connected in any way with Contractor's, or any of its subcontractors' breach of the provisions of this Paragraph 6.

d. Contractor and SCCFSC shall provide to each other upon request any information reasonably necessary to determine their obligations under this Agreement, to fulfill the purposes of the Services, or to maintain accurate records.

## **7. LOCATION OF SERVICES**

Contractor understands that its Services must coordinate with SCCFSC's established protocols and administrative requirements, and that Services will be performed at the site of projects accepted by Contractor.

## **8. CONTRACTOR'S REPRESENTATIONS**

a. Contractor represents and warrants that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of SCCFSC. Performance of the Services in a professional manner includes [e.g., meeting the standards of Contractor's trade and/or industry, licensing requirements, and applicable federal and state laws under which Contractor is responsible for in performing its Services], and failure to do so shall constitute a material breach of this Agreement. Contractor shall be solely responsible for the professional performance of the Services and shall receive no assistance, direction, or control from SCCFSC. Contractor shall have sole discretion and control of Contractor's Services and the manner in which they are to be performed.

b. Contractor agrees to comply with all applicable Federal, State and Local laws and regulations including, but not limited to, environmental, endangered species, Endangered Species Act, Migratory Bird Treaty Act, National Historic Preservation Act and Bald and Gold Eagle Protection Act. Contractor also agrees to comply with all guidelines and requirements of state and local fire agencies, and other entities (e.g., parks and open space districts). These guidelines and requirements include, but are not limited to, when work can be done (e.g., not on Red Flag days or certain times of the day) and any applicable safety guidelines and requirements (e.g., fire extinguishers and first aid kits). Contractor is fully responsible for the safe operation of its equipment and the safety of its crews, any SCCFSC representatives or applicants, and the public who, or whose property, could be injured or damaged or otherwise adversely affected by Contractor's personnel, vehicles or other equipment.

c. Contractor shall comply with all state, local and federal laws or regulations, including, but not limited to, the Occupational Safety and Health Act and applicable employment laws. This includes ensuring any subcontractor, employees, independent contractors and agents of Contractor are compliant with all state, local and federal laws or regulations.

d. Contractor covenants and agrees that any employees, agents or independent contractors utilized by Contractor to perform the Services shall be permitted to perform the Services and not subject to any civil or criminal orders.

e. Contractor agrees to comply with all applicable provisions of SCCFSC's federal grants and SCCFSC's agreements with cities, towns, fire districts or other entities while providing Services related to, or in areas subject to, SCCFSC's grants or agreements. SCCFSC's grants and agreements, and Contractor access to SCCFSC's grants and agreements, may be modified or updated from time to time.

f. To the extent any project Contractor is performing Services on is deemed to be subject to the requirements of Labor Code Section 1720 et seq. and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), Contractor understands and agrees that the work will be as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws. Contractor understands that if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws and any of the requirements set forth in the Request for Proposal. Contractor shall defend, indemnify, and hold FireSafe Council, its directors, officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

g. Contractor agrees to incorporate all of its obligations throughout this agreement into its written engagement of a subcontractor hereunder.

## **9. INDEMNIFICATION.**

a. To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by SCCFSC), indemnify and hold harmless SCCFSC, its parent company, and each of their Board of Directors, shareholders, employees, representatives, agents and contractors from any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses expenses, damage or injury of any kind, in law or equity, to property or persons, including wrongful death and financial losses (collectively, "Claims") arising out of, pertaining to, or incident to this Agreement, that may include but may not be limited to any negligent acts, errors or omissions, or willful misconduct of Contractor or Contractor's officers, assistants, contractors subcontractors, employees or agents in connection with the performance of this Agreement.

b. Contractor and SCCFSC do not and shall not waive any rights that they may possess against the other Party because of the acceptance by Contractor or SCCFSC or the deposit with the Contractor or SCCFSC of any insurance policy or certificate required pursuant to this Agreement. These hold harmless and indemnification provisions shall apply regardless of whether or not any insurance policies are determined to be applicable to the Claims.

c. The Parties obligations to indemnify set forth in this Section 9 shall survive Termination of the Agreement.

## **10. INSURANCE REQUIREMENTS.**

a. Contractor agrees to maintain a liability insurance policy in the minimum amount of \$1,000,000 per occurrence/\$3,000,000 aggregate liability to cover any and all acts and omissions to

act, including but not limited to, the negligent acts and omissions by Contractor or Contractor's employees or agents for anything related to the performance of Contractor's Services, including, but not limited to, damage and/or loss to third party property and to third party personal injury.

b. Contractor agrees to provide proof of above insurance coverages with Certificate of Insurance before work begins and each year at policy(ies) renewal(s). The coverages and endorsements shall be as follows:

i. In the minimum amounts of \$1,000,000 per occurrence/\$3,000,000 aggregate and name SCCFSC as additional insured. Furthermore, we also require this coverage to be primary and non-contributory as well as having a waiver of subrogation.

ii. Certificates of insurance should be sent to SCCFSC, 14380 Saratoga Rd, Saratoga, CA 95070. They may also be emailed to Education@sccfiresafe.org

c. Contractor agrees to maintain a surety bond for its Services or other type of bond that covers its Services under this Agreement. Contractor represents that it is bonded, licensed, and insured in accordance with all applicable state, federal, and local laws for purposes of performing its Services under this Agreement.

d. Contractor agrees to maintain workers compensation insurance to the limits legally required for all of its employees involved in the performance of Contractor's agreed work and to require the same for all of its sub-contractors' employees.

e. Contractor will provide SCCFSC with evidence of its: (i) bond(s) certificate, (ii) liability insurance naming SCCFSC as an additional insured, (iii) certificate of its and any sub-contractor's workers compensation insurance coverage for all employees, and (iv) license(s) which covers its Services under this Agreement before commencement of its Services and when such certificates, licenses or other evidence expire and/or are updated or modified.

f. To the extent authorized by applicable laws, Contractor agrees that it will assume all risks of liability to itself, its agents, or employees, for any injury to persons or property resulting at any time from any and all causes due to any acts, negligence, or the failure to exercise proper precautions of or by itself and/or its subcontractors and/or its own agents involved with Contractor's agreed obligations under this Agreement.

g. Contractor will require its subcontractors, independent contractors and agents to maintain insurance coverage in the minimum amounts set forth in this Section 10 and shall verify such coverage before any work is performed by said agent.

#### **11. RECORDS AND BOOKS & PRESS RELEASE**

a. Contractor agrees to make available for inspection upon demand by SCCFSC the inspection of all records and books regularly maintained by Contractor for purposes of providing its Services under this Agreement at its regular place of business. Contractor agrees to maintain its records and books in connection with this Agreement for a period of three (3) years from the date of completion of Contractors' Services under this Agreement.



b. Contractor agrees that with respect to any and all information which makes reference to, directly or indirectly, SCCFSC's fuel reduction programs, and which Contractor knows and/or should know will become public, publicized, or otherwise circulated or disseminated in any form to or for the public, shall first be approved by SCCFSC before its publication.

## **12. PROPRIETARY INFORMATION**

a. "Proprietary Information" means all non-public information pertaining in any manner to the business of the SCCFSC, unless: (i) the information is or becomes publicly known through lawful means; (ii) Contractor can show that the information was part of Contractor's general knowledge prior to Contractor's relationship with SCCFSC; or (iii) the information is disclosed to Contractor without restriction by a third party who rightfully possesses the information and did not learn of it from the SCCFSC. Proprietary Information includes, but is not limited to: (A) Information related to SCCFSC's employees, including but not limited to, social security information, income, and personnel records of any type; (B) personal identifying information pertaining to SCCFSC's members, officers, employees, agents; (C) personal identifying information pertaining to homeowners or residents who participate in SCCFSC's fuel reduction programs; (D) trade secrets; (E) know-how; and (F) business operations.

b. Contractor shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information, confidential information, or know-how belonging to SCCFSC, whether or not it is in written or permanent form, except to the extent necessary to perform the Services. On termination of Contractor's Services to SCCFSC, or at the request of SCCFSC before termination, Contractor shall deliver to SCCFSC all material in Contractor's possession, custody or control relating to SCCFSC's Proprietary Information. This section 12 shall survive termination of this Agreement.

## **13. DISPUTE RESOLUTION; ARBITRATION**

a. Before invoking the binding dispute mechanism set forth in Section 13(b) of this Agreement, the Parties shall first participate in mediation of any dispute arising under this Agreement (whether contract, tort or both). The mediator shall be a retired judge who is affiliated with Judicial Arbitration and Mediation Services ("JAMS"), ADR Services or a practicing attorney agreed upon by the Parties. Mediation shall be held in Santa Clara County, California. The cost of the mediation shall be borne by the Parties equally. At least ten (10) business days before the date of the mediation, each side shall provide the mediator with a statement of its position and copies of all supporting documents. Each Party shall send to the mediation a person who has authority to bind the Party. If the subject dispute will involve third parties, such as insurers, subconsultants, agents, contractors or subcontractors, they shall also be asked to participate in the mediation. If a Party has participated in the mediation and is dissatisfied with the outcome, that Party may invoke the dispute resolution provisions set forth in Section 13(b) of this Agreement. If any Party commences arbitration based on a dispute or claim to which this Section 13 applies without first attempting to resolve the matter through mediation, then in the discretion of the judge, that Party shall not be entitled to recover attorneys' fees even if they would otherwise be available to that Party in such action.

b. All disputes between Contractor and SCCFSC relating in any way to this Agreement or the Services to be performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment, and any violation of federal or state law) ("Arbitrable Claims") shall be resolved by binding arbitration before a neutral arbitrator if not resolved by mediation.

i. The arbitrator shall be a retired judge who is affiliated with Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA") and agreed upon by the Parties. If the Parties cannot agree, the arbitrator shall be designated by the Santa Clara County Superior Court. The arbitration hearing shall be conducted pursuant to California Law and the Arbitration Act contained in California Civil Procedure §1280, et seq. The arbitration award/decision shall be final and binding upon the Parties and shall be the exclusive remedy for all claims covered by this arbitration provision. Either party may bring an action in court to compel arbitration under this Agreement, to enforce an arbitration award or to obtain temporary injunctive relief pending a judgment based on the arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim.

ii. The California Law and its Arbitration Act shall govern the interpretation and enforcement of this agreement. If any court or arbitrator finds that any term makes this Arbitration agreement unenforceable for any reason, the court or arbitrator shall have the power to modify such term (or if necessary delete such term) to the minimum extent necessary to make this Arbitration agreement enforceable to the fullest extent permitted by law.

THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING WITHOUT LIMITATION ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY, OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE.

#### **14. MISCELLANEOUS PROVISIONS**

a. **Assignment; Successors and Assigns.** Contractor agrees that Contractor will not subcontract, assign, delegate, transfer, or otherwise dispose of any part of the Services without the prior written consent of SCCFSC.

b. **Entire Agreement.** The terms of this Agreement are intended by the Parties to be the final expression of their agreement with respect to the subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement, except as expressly set forth in this Agreement. The Parties further intend that this Agreement, including exhibits thereto, shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.

c. **Amendments; Waivers.** This Agreement shall not be varied, altered, modified, changed or in any way amended except by an instrument in writing executed by Contractor and a duly authorized representative of SCCFSC.

d. **Severability; Enforcement.** If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect, and such provision shall be enforced to fullest extent consistent with applicable law.

e. **Governing Law.** Except as otherwise provided, the validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

f. **Interpretation.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of this Agreement.

g. **Waiver.** The waiver by either Party of any breach or violation of any provision of this Agreement by the other Party shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

h. **Attorney's Fees.** In any legal action or proceeding brought for enforcement of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in addition to any other relief to which the prevailing Party may be entitled.

## **15. ACKNOWLEDGEMENT**

The Parties acknowledge that: (i) they have each had the opportunity to consult with independent counsel of their own choice concerning this Agreement and have done so to the extent they deem necessary, (ii) they each have read and understand the Agreement, are fully aware of its legal effect, and have entered into it voluntarily and freely based on their own judgment and not on any promises or representations other than those contained in the Agreement, and (iii) Contractor is not an agent or employee of SCCFSC during the term of this Agreement.

The Parties have duly executed this Agreement as of the last date below:

SCCFSC

Contractor

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

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

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

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

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

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

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

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

## Exhibit A

### 1. SERVICES TO BE PERFORMED BY CONTRACTOR ("SERVICES").

#### Wildfire Prevention Project Description.

Hazardous Fuel Reduction treatment may include some or all of the following work within the project treatment areas. Treatment areas are generally, but not always 30 feet of roads and driveways and 100 feet of homes or other structures; additional treatment up to 200 feet below structures if on steep slopes:

- Remove small trees under 6" diameter; leave stumps in the ground.
- Remove dead trees; leave wood/logs over 6" diameter that cannot be chipped on Site.
- Remove tree limbs under 3" diameter a minimum of 8 feet above grade or three times the height of any remaining undergrowth fuel layer, whichever is higher. For small trees, remove branches from lower 2/3 of tree, or up to 8 feet, whichever is less.
- Remove tree limbs 10 feet above the roof of structures and within 15 feet of any chimney.
- Remove any dead woody vegetation.
- Remove shrubs (ladder fuels) under and next to trees; cut off branches above the ground; leave root systems intact.
- Selectively remove some shrubs and smaller trees to create spacing between tree canopies or shrub groups. Break up continuous vegetation into smaller groupings.
- Chip material generated by above activities; chips may be left on Site at a location acceptable to SCCFSC or may be hauled off if specified for off-Site disposal.

No large "Protected Trees" will be removed. See Santa Clara County Tree Ordinance Division C16 - TREE PRESERVATION AND REMOVAL for definitions of protected trees and Section C16-4 for Exceptions (e.g. dead, dying, diseased, hazard to life and property). Any live trees over 12" in diameter proposed for removal must be identified by an arborist or forester, and be mapped and marked for inspection and approval by SCCFSC prior to work start.

The above project description may be amended with a detailed scope of work for specific projects, in which case the scope of work replaces the above description.

### 2. FEES FOR ALL MATERIAL, LABOR, EQUIPMENT AND/OR SUBCONTRACTOR COSTS

Item Standard Day Rate	Description Crew Size & Equipment included are:	Fees	Total
			<b>Total:</b>

Exhibit A is Approved & Agreed To:

SCCFSC/By: \_\_\_\_\_

Contractor/By: \_\_\_\_\_

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

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

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

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

A valid SCCFSC Purchase Order is required for all Contractor Services (see Section 2 of the Sub-Contractor Agreement).

## EXHIBIT F: PREVAILING WAGE REQUIREMENTS

### Prevailing Wage Requirements

The state labor law requirements applicable to the contract are composed of, but not limited to, the following:

#### California Prevailing Wage Requirements:

This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a “public work” by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This includes service and warranty work on public buildings and structures.

1. The applicable California prevailing wage rate can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the Agency’s principal office, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov).
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the

appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required F-1 paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
6. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the Agency, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS142.
7. In addition to submitting the certified payrolls and related documentation to the Agency, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment. Certified payroll information for this project shall be submitted electronically through LCPtracker. No hard copy payrolls will be accepted.
8. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
9. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.

10. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
11. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the SCCFSC for any fines assessed by the California Department of Industrial Relations against the SCCFSC for such violation, including all staff costs and attorney’s fee relating to such fine.
12. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
13. The Agency shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the Agency may continue to hold sufficient funds to cover estimated wages and penalties under the contract. Davis Bacon Provisions:

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the



Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Santa Clara County FireSafe Council shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor,

or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and record which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an

investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually

registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety

Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The San Mateo County Resource Conservation District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.