

NICASIO RIPARIAN FENCE PROJECT

funded by a grant from the
California State Water Resource Control Board

through the
Marin County Measure A Ordinance

sponsored by the
MARIN RESOURCE CONSERVATION DISTRICT

REQUEST FOR COST PROPOSAL

08/09/2018

Marin Resource Conservation District
Construction Project Manager
80 Fourth Street
Point Reyes Station, CA 94956
(415) 663-1170

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NICASIO RIPARIAN FENCE PROJECT

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Exhibits

Exhibit A: Project Specifications

Exhibit B: Instructions for Vendors

Exhibit C: Best Management Practices

Exhibits Included by Reference

Standard General Conditions of the Construction Contract, latest edition

Caltrans Standard Specifications, latest edition

Project Specific Permits: §1600 CA Department Of Fish and Wildlife, §404 Army Corps of Engineers and §401 State Water Quality Control Board

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NICASIO RIPARIAN FENCE PROJECT INSTRUCTIONS TO BIDDERS

INTRODUCTION

This project, Nicasio Riparian Fence Project, is being constructed by the Marin Resource Conservation District (MRCD) with a grant from Marin County through bond funds from Marin Parks, Open Space, and Farmland Preservation Transactions and Use Tax Ordinance, “Measure A” and Marin Agricultural Land Trust’s Stewardship Assistance Program. The MRCD is a division of state government and is responsible for conservation of soil, water, and related resources on parcels with agricultural conservation easements.

For the purposes of the bid documents, “Owner” shall mean the MRCD Board of Directors, “Project Designer” shall mean MRCD, and “Project Manager” shall mean MRCD, 80 Fourth Street Point Reyes Station, CA 94956. MRCD will review and approve all work for payment, while MRCD will provide daily management and project supervision as representatives of the MRCD.

SCOPE OF WORK

The primary objective of this project is to reduce potential non-point source pollutants into the watershed by installing permanent livestock fence on both banks of a tributary to Nicasio Reservoir. The fence will exclude livestock from accessing the tributary and will reduce potential pathogen and sediment loads into the reservoir.

A Cost Proposal is invited to supply all labor, equipment, materials, and miscellaneous items necessary to implement the measures as specified and outlined in the specifications, *Nicasio Riparian Fence Project* (attached).

LOCATION

The project is located off of the Point Reyes-Petaluma Road and Nicasio Valley Road intersection 3 miles north of Nicasio, CA.

SUBMISSION OF COST PROPOSAL

A Cost Proposal shall be submitted on the Cost Proposal forms attached hereto, along with the Checklist of Labor Law Requirements. Submit the entire Request for Cost

Proposal package with the Cost Proposal forms completely filled out. **Bids are due no later than 4pm on September 5, 2018** by email, mail or hand delivered to the following:

- 1) Email to: elise@marinrcd.org & darrylin@marinrcd.org
- 2) Mail to: Marin Resource Conservation District
PO Box 1146,
Point Reyes Station, CA 94956
- 3) Hand deliver to: Marin Resource Conservation District
80 Fourth Street, Suite 202
Point Reyes Station, CA 94956

PREVAILING WAGES

This contract is subject to Section 1773.2 of the California Labor Code. **No contractor or subcontractor may be listed on a bid proposal for a public works project or awarded a contract for public work on a public work project unless registered with the Department of Industrial Relations** pursuant to Labor Code §1725.5 [with limited exception from this requirement for bid purposes only under Labor Code §1771.1(1)]. Copies of the prevailing rates as determined by the Director of the Department of Labor Relations can be found on the Department of Labor Relations website and shall be posted by the Contractor at the job site(s). Contractor shall maintain certified payroll records on forms approved by the Project Designer throughout the duration of the project and for a period of two years thereafter. These records shall be made available to the MRCD or its authorized representative on request.

PLANS AND WORK SITE(S)

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

- A. Visited the site to familiarize themselves with all local conditions that in any manner affect cost, progress, or performance of the work.
- B. 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.
- C. Have thoroughly examined and understand the bid documents, plans, and specifications.

ENVIRONMENTALLY SENSITIVE AREAS

This construction site is considered an environmentally sensitive area. The 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. Abiding by Exhibit C: Best Management Practices is an integral aspect of this construction project.

CONTRACT DOCUMENTS

Attached to this Request for Cost Proposal package are copies of contract documents, including a Contract and the MRCD Contract Supplementary Terms and Conditions. The Standard General Conditions of the Construction Contract dated 1996 and the project specifications that were included in the draft RFCP are also incorporated by reference to this contract. Bidders are expected to thoroughly examine and understand the contents of each of these documents, which contain pertinent and specific information regarding every aspect of project construction. These contract documents will be included in the final contract made between the successful bidder and the MRCD.

The latest edition of the Standard Specifications of the State of California, Division of Transportation, shall govern operations and materials (but not pricing) for this project except where otherwise indicated in the specifications and on the plans. The Caltrans Standard Specifications are included as part of this contract by reference.

LICENSES

A California State Contractor's License, Classification C13 – Fencing is required.

BONDING

If the Contract value is greater than twenty thousand dollars (\$20,000), the CONTRACTOR shall provide a performance bond in favor of the MRCD in the amount of one hundred percent (100%) of the contract price and a labor and materials bond in favor of the MRCD in the amount of one hundred percent (100%) of the contract price.

STATE AGENCY GRANT FUNDING

This project is funded by a grant from the Marin County Measure 'A' Ordinance and Marin Agricultural Stewardship Assistance Program. Payment policy and instructions for vendors are attached hereto as Exhibit A.

PROJECT TIMELINE

| | |
|--------------------|------------------------|
| September 17, 2018 | Earliest start of work |
| October 1, 2018 | Latest start of work |

November 30, 2018 Work must be complete

The Contractor shall complete construction within 40 working days (defined as Monday-Friday, excluding weekends, holidays and rain days) and within the deadline for completion of work defined in the Timeline above (see also, Liquidated Damages in Section E4 of Contract Supplementary Terms and Conditions). Contractor is to submit a planned construction schedule to the MRCD's agent that conforms to the project timeline, which may be adjusted for delays such as inclement weather or saturated soil conditions at the discretion of the MRCD. **Contractors will be responsible for communicating project delays and potential problems to the Project Designer, Lynette Niebrugge or Project Manager, Elise Suronen at 415-663-1170 immediately.**

CONSTRUCTION OBSERVATIONS

All work performed on this project shall be subject to regular observation and documentation. The Contractor shall not cover up any work prior to these observations. Contractor will be responsible for contacting the Project Designer (**Lynette Niebrugge at 415-663-1170**) to schedule an observation no later than 24 hours the day before the observation. The minimum number of observation and meetings with contractor present include:

1. Participate in preconstruction meeting on site (RCD).
2. Notify RCD when materials are on site.
3. Fence corner and gate layout with landowner and RCD staff (RCD).
4. After fence post and stake are installed before wire and gates for alignment (RCD).
5. Review fence and develop final punch list (RCD).
6. Final site observation @ job completion (RCD)

COST PROPOSAL

To: Board of Directors, Marin Resource Conservation District

We, the undersigned, having familiarized ourselves with 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, ready for use, and decommissioning measures at the agricultural operations as specified and outlined in the project specifications, Exhibit A: Project Specifications - *Nicasio Riparian Fence Project*, which are attached, and as are described below in the Description of the Work section.

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

We, the undersigned, understand that the contract is a lump sum contract. The Contractor cannot be paid over the sum not to exceed without a change order from the Project Manager. The Contractor must bid on all parts of this project, excluding the 'new (cattle) pasture fence'. The MRCD will not be responsible for any loss of anticipated profits due to reductions in the size of the contract.

The project involves all of the work indicated on the attached specifications. Provide cost estimates for the following work:

| Treatment Type | Estimated Amount | Cost per Linear Foot | Subtotal |
|---|------------------|----------------------|----------|
| Mobilization | 1 | | |
| Old Riparian Fence Removal & Haul Off Site | 9,600 LF | | |
| Regular Terrain Riparian Fence (Install 5-strand barb wire fence, cedar posts and galvanized t-posts and wire) | 9,600 LF | | |

Total Bid:

\$ _____ (in numbers)

Total Bid:

\$ _____ (in words)

Add-on work

If the extent of the fence exceeds 9,600 linear feet due to necessary adjustments approved by the Marin Resource Conservation District and landowner, then additional work may be performed once approved prior to material being purchased or the work being executed. Additional work will be charged using the same linear foot rate as designated in the cost proposal.

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

Name of Subcontractor _____
License # _____ Classification _____
DIR Registration #: _____

Name of Subcontractor _____
License # _____ Classification _____
DIR Registration #: _____

I hereby certify that:

1.) all of the statements herein made by me are made on behalf of:

A.) a corporation organized and existing under the laws of the State of California,
governed by:

President _____

Vice-President _____

Secretary _____

Treasurer _____

or B.) a partnership consisting of: _____,

and _____;

or C.) an individual trading as: _____

in the County of _____, State of _____

2.) that I have thoroughly examined the plans and specifications, contract documents
and all other items bound herein;

3.) that I have carefully prepared this Cost Proposal form and have checked the same
in detail before submitting this bid;

4.) that I have full authority to make such statements and to submit this bid on the
Company's behalf; and

5.) that the statements herein are true and correct.

Signature _____ Date _____

By _____ Title _____

Calif. Contractor's License No. _____ Classification _____ Expires _____

Name of Qualifier for License _____

Federal Tax Identification No. _____

Company Address _____ Phone _____

Project Representative _____

Representative's Phone No. _____

See checklist of Labor Law Requirements (next two pages)

Checklist of Labor Law Requirement

Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that their sub and specialty contractors know their responsibilities on public works projects. Contractors who understand and comply with the law are more likely to deliver the job on time, on budget and done right the first time. We suggest the prime contractor encourage completion of this checklist by their sub and specialty contractors.

NAME (PRINT) _____ DATE _____

COMPANY _____ PHONE _____

ADDRESS _____ FAX _____

CITY _____ STATE _____ ZIP CODE _____

PROJECT MANAGER _____ SUPERINTENDENT/FOREMAN _____

CERTIFIED PAYROLL _____ PHONE/EXT. _____

CONTRACTOR LICENSE NO. _____ EXP. DATE _____ SPECIALTY LICENSE NO. _____

SELF-INSURED CERTIFICATE NO. _____ WORKERS COMP. POLICY NO. _____

PROJECT NAME _____ PROJECT #/BID PACKAGE# _____

AWARDING BODY _____ ADVERTISEMENT DATE _____

IF SUB-CONTRACTING, LIST YOUR PRIME/GENERAL CONTRACTOR _____

CONTRACT AWARD AMOUNT _____

THE FEDERAL AND STATE LABOR LAW REQUIREMENTS APPLICABLE TO THE CONTRACT ARE COMPOSED OF, BUT NOT LIMITED TO, THE FOLLOWING:

☐ **Payment of Prevailing Wage Rates**

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. *Labor Code Section 1770 et seq.*

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, www.dir.ca.gov/dlsr/statistics_research.html.

☐ **Apprentices**

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of *Labor Code Section 1777.5*, relating to Apprentices on Public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

☐ **Penalties**

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under *Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813*.

☐ **Certified Payroll Reports**

Under *Labor Code Section 1776*, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. (*California Code of Regulations, Section 16401*).

Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a

Checklist of Labor Law Requirements, continued

given week, the Certified Payroll Report shall be annotated: "No work" for that week or a Non-Performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to *Labor Code Section 1776*.

Under *Labor Code Section 1776(g)* there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

☐ **Nondiscrimination in Employment**

There exist prohibitions against employment discrimination under *Labor Code Sections 1735 and 1777.6*, the *Government Code*, the *Public Contracts Code*, and *Title VII of the Civil Rights Act of 1964*.

☐ **Kickbacks Prohibited**

Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under *Labor Code Section 1778*.

☐ **Acceptance of Fees Prohibited**

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under *Labor Code Section 1779*; or for filling work orders on public works contracts pursuant to *Labor Code Section 1780*.

☐ **Listing of Subcontractors**

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to *Government Code Section 4104*.

☐ **Proper Licensing**

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractor License Law found at *Business and Professions Code Section 7000 et seq.*

☐ **Unfair Competition Prohibited**

Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under *Business and Professions Code Sections 17200 to 17208*.

☐ **Workers Compensation Insurance**

Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

☐ **OSHA**

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

☐ **Proof of Eligibility/Citizenship**

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

☐ **Itemized Wage Statement**

Labor Code Section 226 requires that employees be provided with itemized wage statements.

CERTIFICATION

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this

certification on behalf of _____
(COMPANY NAME)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor _____
(SIGNATURE) (DATE)

Awarding Agency /Labor Compliance Program _____
(SIGNATURE) (DATE)

CONTRACT

This Contract is between the Marin Resource Conservation District, hereinafter called "MRCD," and _____, hereinafter called "Contractor." The effective date of this Contract is _____, 2018.

The MRCD is a political subdivision of the state of California. The Contractor is an independent contractor, and all persons employed by the Contractor in connection with works covered by this Contract are not to be considered employees of the MRCD in any respect whatsoever.

For the considerations stated herein, the MRCD and the Contractor agree as follows:

A. Contractor shall, at his/her own risk and expense, provide all labor, materials, necessary tools, equipment, and transportation services required to complete all of the work for the project described as the Nicasio Riparian Fence Project in accordance with this Contract, and all attached and referenced contract documents, under the supervision of the MRCD and its authorized agents.

B. The MRCD shall pay to the Contractor a sum not to exceed \$_____, as full consideration for the faithful performance of this contract, in accordance with this Contract, the Contractor's accepted Cost Proposal to the MRCD, and all attached contract documents. Said sum may be adjusted by change orders approved in writing by the MRCD.

C. The undersigned certifies that the Contractor understands and agrees to act in accordance with the contents of each of the contract documents itemized below and attached hereto and/or incorporated herein by reference.

- 1) This Contract;
- 2) MRCD Contract Supplementary Terms and Conditions;
- 3) Request for Cost Proposal including Instructions to Bidders and Contractor's Cost Proposal, as accepted by the MRCD;
- 4) Exhibits as listed below:
 - Exhibit A: Project Specifications
 - Exhibit B: Instructions for Vendors
 - Exhibit C: Best Management Practices

Exhibits Included by Reference:

- Standard General Conditions of the Construction Contract, latest edition
- Caltrans Standard Specifications, latest edition

D. All modifications, additions, or changes to this Contract shall be in writing and signed by the MRCD and/or the Project Designer

In witness hereof, the parties hereto have entered into this Contract.

| | |
|---------------------------------|------|
| Printed Full Name of Contractor | Date |
|---------------------------------|------|

| | |
|---|------|
| Signature of Contractor's Authorized Representative | Date |
|---|------|

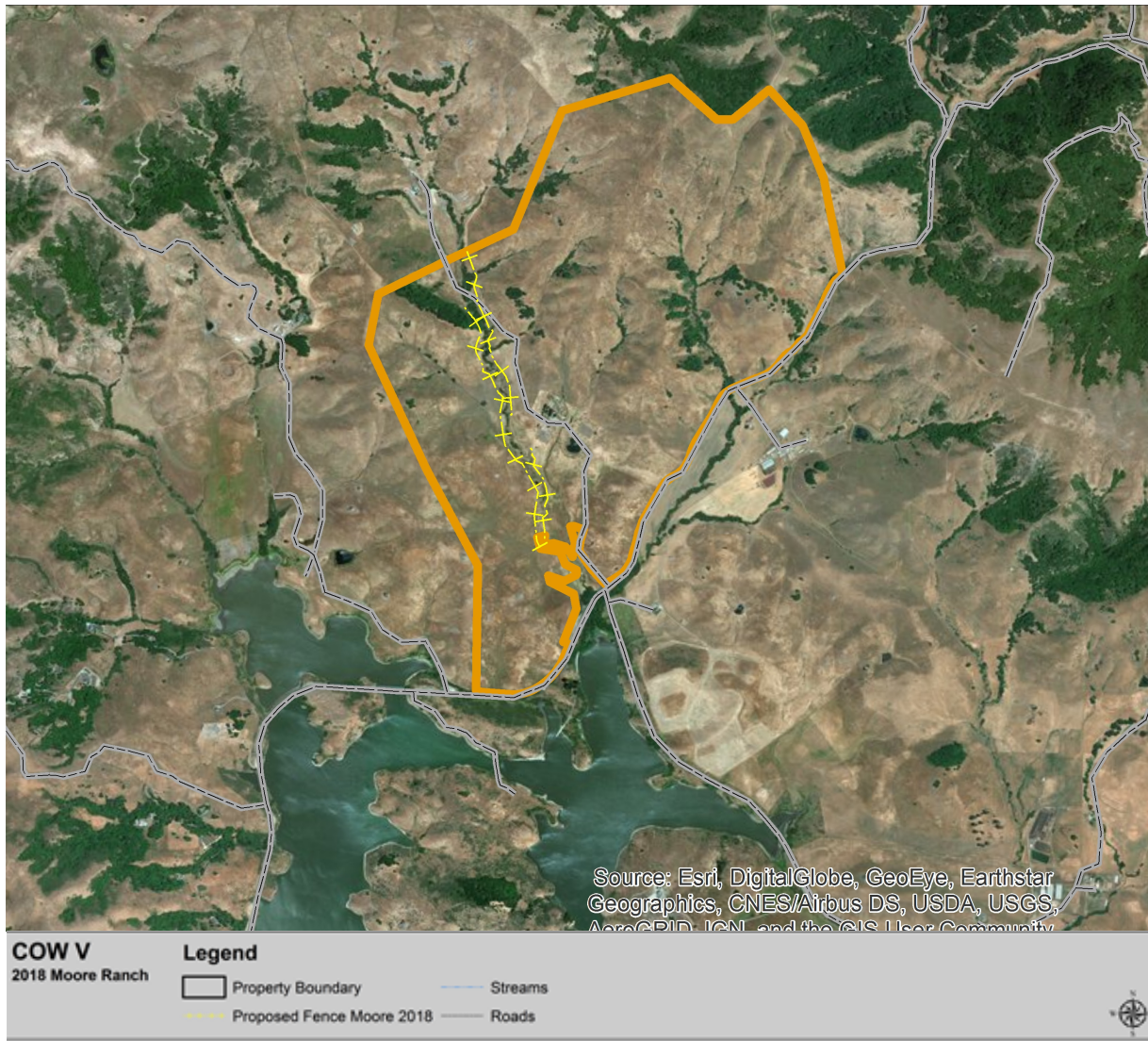
| | |
|--|------|
| Printed Name and Title of Contractor's Authorized Representative | Date |
|--|------|

| | |
|--|------|
| Signature of the President of the MRCD Board of Trustees | Date |
|--|------|

NICASIO RIPARIAN FENCE PROJECT DESCRIPTION OF THE WORK

Location:

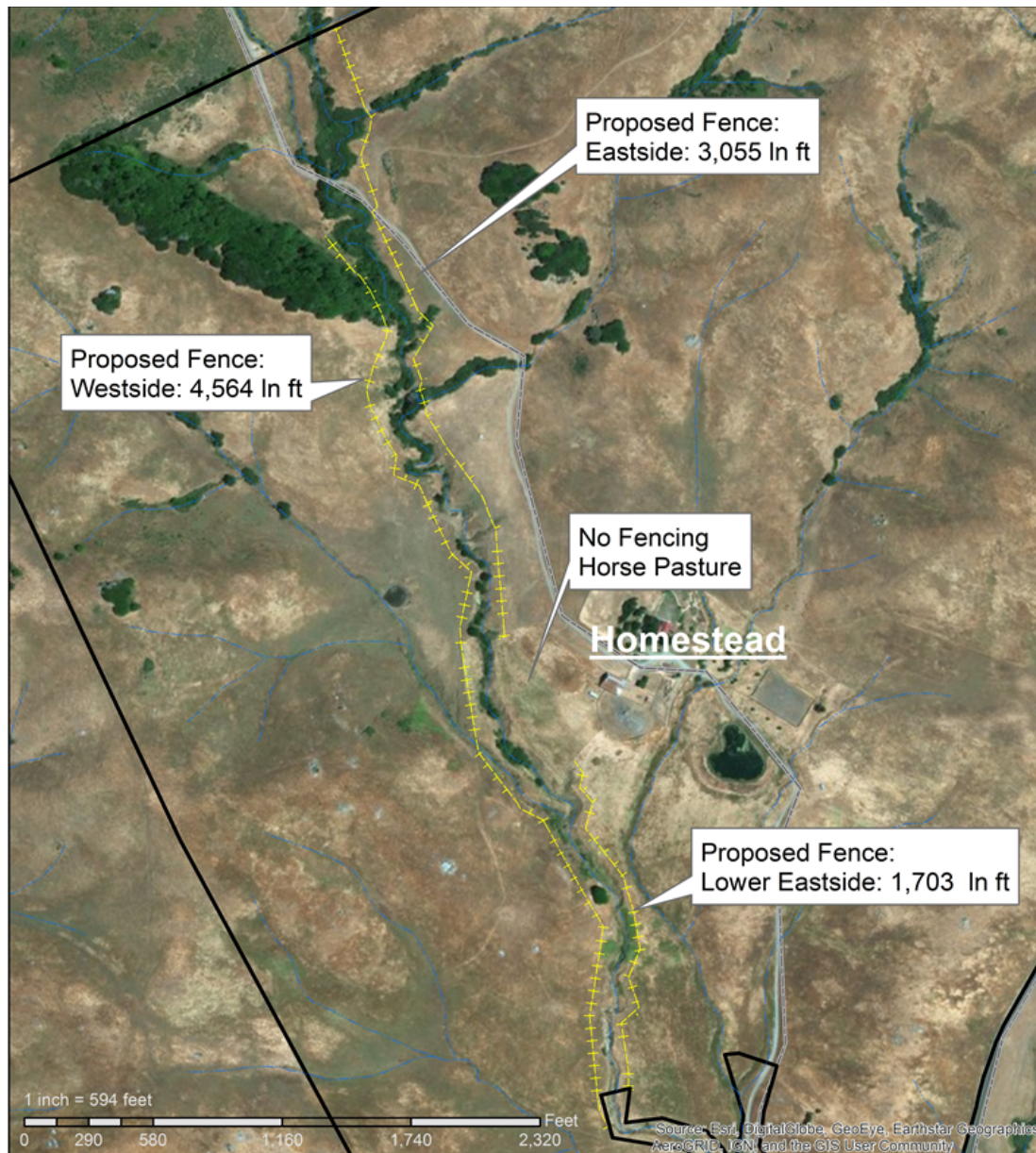
The project site is located on the Moore Ranch, which is 3 miles north of Nicasio, CA.



Map of project location (orange line is the property boundary) and extent of riparian fence (yellow lines on map).

Description of Work:

The objective of the project is to reduce non-point source pollutants and improve the ecological function of a tributary to the Nicasio Reservoir. The project will remove and haul off old electric fence infrastructure, and install a permanent livestock fence, 5-strand barb wire with non-treated cedar posts and galvanized wire. The exact fence line has been mapped using GPS points and is calculated to be 9,322 linear feet in length, but the contract states 9,600 linear feet to provide some variability during installation. Note that along the tributary there is an existing horse corral with good fence, therefore, this section of fence will not be removed or replaced.



Close up map of riparian fence extent (yellow line) created from GPS points.

CONTRACT SUPPLEMENTARY TERMS AND CONDITIONS

A. DEFINITIONS AND TERMS

| | |
|-------------------|---|
| OWNER or MRCD: | OWNER or MRCD shall mean the Marin Resource Conservation District (MRCD), a division of government of the state of California and the sponsor of the project. |
| PROJECT DESIGNER: | PROJECT DESIGNER shall mean the Marin Resource Conservation District (MRCD), a division of government of the state of California. |
| PROJECT MANAGER: | PROJECT MANAGER shall mean Marin Resource Conservation District, a division of government of the state of California. |
| LANDOWNER: | LANDOWNER shall mean the owner(s) of the property on which the project is being constructed. |
| CONTRACTOR: | CONTRACTOR shall mean the contractor who has signed the Contract and any subcontractors. |

B. PRELIMINARY MATTERS

1. Governing Laws

This Contract is formed under the laws of the state of California. The CONTRACTOR agrees to abide by all applicable state of California and United States government laws and to conform to all applicable ordinances of the County of Marin.

2. Plans and Specifications

The latest edition of the Standard Specifications of the State of California, Division of Transportation is made a part of this Contract by reference and shall govern operations and materials for this project, except where otherwise indicated in the project specifications and on the plans.

3. Conflicts in Contract Documents

In cases of ambiguities or conflicts in language, the following order of documents shall prevail in the interpretation of this Contract:

- a. Project Specifications
- b. MRCD Contract Supplementary Terms and Conditions
- c. Standard Specifications of the State of California, Division of Transportation, latest edition
- d. Standard General Conditions of the Construction Contract dated 1996.

4. Permits

The PROJECT MANAGER is responsible for all permit acquisition for this project.

5. Schedule of Work

CONTRACTOR shall abide by the latest start of work and completion of work dates as set forth in the Project Timeline contained in the Instructions to Bidders section of the Request for Cost Proposals or, if applicable, by the dates as adjusted by the MRCD for delays due to inclement weather or saturated soil conditions.

6. Delivery of Documents Prior to Start of Construction

The CONTRACTOR shall submit his/her specific timeline/work plan to the PROJECT DESIGNER by the latest start work date as set forth in the Project Timeline or, if applicable, by the latest start work date as adjusted by the MRCD.

CONTRACTOR shall submit required performance bonds and certificates of insurance to the MRCD prior to commencing any work on the project.

The CONTRACTOR shall use the following address(es) for delivery of required documents:

| | |
|------------------|---|
| MRCD: | Marin Resource Conservation District |
| /Project Manager | P.O. Box 1146; 80 4th Street, Suite 203 |
| | Point Reyes Station, CA 94956 |

C. LEGAL RELATIONS AND RESPONSIBILITIES

1. The contract prices paid for the work shall include full compensation for all taxes that the CONTRACTOR is required to pay, whether imposed by federal, state, or local government, including, without being limited to, state and federal payroll taxes, withholding taxes and Social Security, federal excise tax, and federal transportation tax. Neither tax exemption certificate nor any document designed to exempt the CONTRACTOR from payment of any tax will be furnished to CONTRACTOR by the MRCD as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to this Contract. CONTRACTOR agrees to indemnify and hold the MRCD harmless from any liability that it may incur to the federal, state, or local governments as a consequence of this Contract.

2. Prevailing Wage Rates

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 §1725.5 [with limited exception from this requirement for bid purposes only under Labor Code §1771.1(1)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code §1725.5

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

Reference is made to the list of General Prevailing Wage Rates established by the Director of the Department of Industrial Relations, State of California. The provisions of Chapter 1, Part 7, of the California Labor Code with respect to wages, hours, discrimination, and worker's compensation benefits are applicable to this construction contract. CONTRACTOR is expected to familiarize himself/herself with these provisions. Copies of the prevailing wage rates are on file at the MRCD office and shall be posted by the CONTRACTOR while working at the job site.

The rates for authorized overtime in excess of eight hours in any single working day and for authorized work on Saturdays, Sundays and other holidays shall not be less than the overtime rates indicated on the list. For any classification not included on the list, the rate shall not be less than one and one half (1-1/2) times the straight time wage for that classification. Holidays shall be those days listed as such under applicable collective bargaining agreements and any other day established as a general legal holiday by proclamation of the Governor of California or the President of the United States.

In the event it becomes necessary for the CONTRACTOR or any subcontractor to employ on the work under this Contract any person in a trade or occupation not covered on the list of prevailing wage rates (except executive, supervisory, administrative, clerical, or other non-manual workers as such), the CONTRACTOR shall immediately notify the PROJECT MANAGER, who will promptly contact the Director of the Department of Industrial Relations to determine the prevailing rate for such additional trade or occupation. The PROJECT MANAGER shall furnish the CONTRACTOR with the minimum rate based thereon, which shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment. The PROJECT MANAGER may request at any time, and the CONTRACTOR shall provide, certified payroll records indicating all wages paid to all workers on the project for the time period requested. Forms for this purpose shall be approved by the PROJECT MANAGER.

D. PRICING

1. The pricing for this Contract shall be as set forth in the CONTRACTOR's Cost Proposal as accepted by the MRCD.
2. Substantial variations in the Contract size may occur. The authority for making changes to the Contract lies with the PROJECT MANAGER and PROJECT DESIGNER. The MRCD will not be responsible for any loss of anticipated profits due to reductions in the size of the Contract.
3. If the PROJECT MANAGER and PROJECT DESIGNER determine that additional work on the project is necessary, a change order to the Contract may be formed. Unit prices for equipment, materials, and labor, as set forth in Section 15 of the CONTRACTOR's Cost Proposal, shall form the basis of pricing for any additional work covered by a change order. The total value of

the Contract shall then be adjusted by the value of each change order. Work performed under any change order shall be subject to the same terms and conditions, and contract documents, as work performed under the original agreement.

E. MEASUREMENT AND PAYMENT

1. The MRCD may withhold from any estimate due the CONTRACTOR a sum sufficient to protect the MRCD from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of CONTRACTOR to make payments properly to subcontractors or for equipment, material, or labor, (d) a reasonable doubt that the Contract can be completed for the balance then unpaid, and /or (e) damage to another contractor on the project. Such amounts withheld shall be paid upon removal of grounds for withholding payment.
2. CONTRACTOR is expected to correct defective work rejected by the inspector or PROJECT DESIGNER in a timely manner. In summer months (June 21 to September 21), ten (10) days will be allowed for CONTRACTOR to complete defective work. In the fall (after September 21), when timing is crucial because of the impending rainy season, five (5) days will be allowed. When work is not complete within these time frames, the PROJECT DESIGNER and /or PROJECT MANAGER may order a third party to complete the work at the expense of the CONTRACTOR.
3. Partial payment shall cover work completed (units of linear feet completed) through the 25th calendar day of each month for contracts where the number of working days exceeds twenty (20). No partial payments shall be made for contracts having a time limit of twenty (20) working days or less, unless completion has been significantly delayed by causes that are clearly not the fault of the CONTRACTOR.

When partial payments are to be made, the CONTRACTOR shall submit an estimate of the total amount of work accomplished, which will show the computed amount due, to the PROJECT MANAGER for approval. No partial payments will be made for materials stored on the job but not yet installed.

Upon receipt of the PROJECT MANAGER'S approval of the estimate, the CONTRACTOR shall submit a covering invoice to the MRCD. Upon receipt of the invoice, the MRCD will schedule approval and payment at the next scheduled meeting of the MRCD Board of Directors.

4. Liquidated Damages
The MRCD and the CONTRACTOR agree that the MRCD will suffer financial loss if the work is not completed by the date indicated in the Project Timeline contained in the Instructions to Bidders section of the Request for Cost Proposals. Therefore, the CONTRACTOR shall pay the MRCD fifty dollars (\$50.00) for each day the work remains uncompleted and unaccepted after the latest completion of project date.

5. Risks Associated with Inclement Weather

The CONTRACTOR shall assume all risk of damage to works in progress until final acceptance by the MRCD. The CONTRACTOR accepts risk of all costs associated with delays resulting from inclement weather.

6. Final Payment

Upon completion of the work, the CONTRACTOR shall submit a final accounting of all work accomplished, showing the computed amount due, to the PROJECT MANAGER for approval. Upon approval and acceptance of the work by the PROJECT MANAGER and PROJECT DESIGNER, the CONTRACTOR shall submit his/her final invoice to the MRCD. Notice of completion will be filed and retention of moneys will be paid as required by the laws of the state of California relating to mechanics' liens.

All prior partial estimates and payments shall be subject to correction in the final accounting and payment.

Contractor shall provide copies of receipts for materials to PROJECT MANAGER.

In the absence of a formal claim filed by the CONTRACTOR, the final accounting shall be conclusive and binding against both parties to the Contract on all questions relating to the performance of the Contract, the amount of work done thereunder, and compensation paid therefor.

Final payment of retention does not free the CONTRACTOR from any obligations arising out of the performance of work on this Contract. The final ten percent (10%) of payment to the CONTRACTOR will be retained until final completion of the project and payment has been received and processed by the MRCD.

7. State Agency Grant Funding

This project is funded by a grant from the California State Water Resources Control Board. Payment policy and instructions for vendors are attached hereto as Exhibit A.

G. INSURANCE REQUIREMENTS

1. The following paragraphs, which are contained within the Standard General Conditions of the Construction Contract, are superseded by the contents of this section, and shall not apply to this Contract: Paragraphs 5.05, 5.06, 5.07, 5.08, 5.09, 5.10 under Article 5: Bonds and Insurance, and Paragraph 8.06 under Article 8: Owner's Responsibilities.
2. CONTRACTOR agrees to procure and maintain insurance of the kinds and amounts hereinafter provided in insurance companies authorized to do business in the state of California, covering all operations under this Contract, whether performed by him/her or subcontractors. There is no Owner-provided insurance program for this project.

3. Before commencing any work on the project, CONTRACTOR shall furnish to the PROJECT MANAGER and the MRCD a certificate(s) signed by an authorized representative of the insurance company(ies) showing the CONTRACTOR has satisfactorily complied with the insurance provisions herein.
4. The kinds and amounts of insurance required are as follows:
 - a. Worker's Compensation Insurance
CONTRACTOR shall take out and maintain, during the life of this Contract, Worker's Compensation Insurance, including Employer's Liability Insurance of not less than one million dollars (\$1,000,000) for injury or death per accident, in accordance with the Worker's Compensation laws of the state of California.
 - b. Public Liability and Property Damage Insurance
CONTRACTOR shall take out and maintain, during the life of this Contract, such public liability and property damage insurance as shall protect him/her, the state of California, its officers, agents, and employees, the MRCD, the PROJECT DESIGNER, the PROJECT MANAGER and the LANDOWNER from all claims for personal injury, including accidental death, as well as from claims from property damage that may arise from operations under this Contract, whether such operations be by the CONTRACTOR, by any subcontractor, or by anyone directly or indirectly employed by either.

The amounts of such insurance shall be as follows:

1. Injury, including accidental death, minimum one million dollars (\$1,000,000) for any one person and one million dollars (\$1,000,000) for any one occurrence.
2. Property damage, minimum one million dollars (\$1,000,000).

The MRCD (its directors, officers, employees, and agents), the state of California, its officers, agents, and employees, the PROJECT DESIGNER (its directors, officers, employees, and agents), the PROJECT MANAGER (its directors, officers, employees, and agents), and the LANDOWNER shall be specifically named as additional insureds on each and every public liability and property damage insurance policy provided under the terms of this section.

- c. Comprehensive Vehicle Liability Insurance
CONTRACTOR shall take out and maintain, during the life of this Contract, such Comprehensive Vehicle Liability insurance as shall protect him/her, the MRCD, the PROJECT DESIGNER, the PROJECT MANAGER, and the LANDOWNER from all claims for personal injury, including accidental death, as well as from claims for property damage that may arise from operations under this Contract, whether such

operations be by the CONTRACTOR, by any subcontractor, or by anyone directly or indirectly employed by either.

The amount of such insurance shall be not less than one million dollars (\$1,000,000) combined single limit or equivalent for bodily injury and property damage as a result of any one occurrence, including coverage for Owned, Hired, and Non-Owned vehicles.

The MRCD (its directors, officers, employees and agents), the PROJECT DESIGNER (its directors, officers, employees and agents), the PROJECT MANAGER (its directors, officers, employees and agents), and the LANDOWNER shall be specifically named as additional insureds on each comprehensive vehicle liability insurance policy provided under the terms of this section.

4. Said policies shall remain in effect until final acceptance of the project by MRCD and shall provide that they may not be canceled without first providing MRCD with thirty (30) days written notice of such intended cancellation. If CONTRACTOR fails to maintain the insurance provided herein, MRCD may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

F. INDEMNIFICATION

CONTRACTOR will indemnify and hold the MRCD, the PROJECT DESIGNER, the PROJECT MANAGER, and the LANDOWNER harmless from all claims, demands, or liability arising out of or encountered in connection with this Contract or the prosecution of work under it, whether such claims, demands, or liability are caused by CONTRACTOR, CONTRACTOR's agents or employees, or subcontractors employed on the project, their agents or employees, or products installed on the project by CONTRACTOR or subcontractors, excepting only such injury or harm as may be caused solely and exclusively by OWNER'S fault or negligence. Such indemnification shall extend to claims, demands, or liability for injuries occurring after completion of the project as well as during the work's progress.

H. BONDING REQUIREMENTS

1. If the Contract value is greater than twenty thousand dollars (\$20,000), the CONTRACTOR shall provide a performance bond in favor of the MRCD in the amount of one hundred percent (100%) of the contract price and a labor and materials bond in favor of the MRCD in the amount of one hundred percent (100%) of the contract price.
2. CONTRACTOR shall submit required performance bonds to the MRCD prior to commencing any work on the project.

I. INSPECTIONS

1. All work performed on this project shall be subject to regular inspections. The CONTRACTOR shall not cover up any work prior to inspection by the PROJECT MANAGER and PROJECT DESIGNER. Points of inspection are

defined in the Instructions to Bidders section of the Request for Cost Proposals.

2. Final Inspection

When the work covered by the project is substantially completed, the CONTRACTOR shall notify the PROJECT MANAGER in writing that the work will be ready for final inspection on a definite date, which shall be stated in such notice. The notice shall be given at least five (5) days prior to the stated date for final inspection. If the PROJECT MANAGER and PROJECT DESIGNER determines that the status of the work is as represented, he/she will make the arrangements necessary to have final inspection commence on the date stated in such notice, or as soon thereafter as is practicable.

J. SAFETY AND PROTECTION

1. Fire Precautions

Between April 15 and November 1, CONTRACTOR shall have on hand and maintain the following tools and equipment while working on the job site: an approved five-pound ABC fire extinguisher, one five-gallon backpack pump or equivalent, and one shovel, McLeod, or other grubbing tool suitable for fire-fighting per person working on the project. All motor-driven equipment shall have approved spark arrestors in place and functioning properly. Stationary equipment shall have a 10-foot fire break cut around it.

2. Protection of Property

CONTRACTOR shall take care not to damage property on which the project is being constructed. This includes, but is not limited to, damage to roads and pastures resulting from vehicle use during wet conditions. CONTRACTOR will be required to repair damage resulting from CONTRACTOR's activities at his/her own expense.

K. RETENTION OF RECORDS

CONTRACTOR and his/her subcontractors shall retain all administrative documents pertaining to the project, including payroll records, for a period of at least two (2) years following completion and acceptance of the project by the MRCD. The MRCD and its duly authorized agents shall have the right to inspect and reproduce any such records or documents.

L. DISPUTE RESOLUTION

Paragraphs 16.1, 16.2, 16.3, 16.4, 16.5, 16.6 and 16.7 of Exhibit GC-A to General Conditions of the Agreement Between OWNER and CONTRACTOR, and the Dispute Resolution Agreement, which reference and amend Article 16 of the Standard General Conditions of the Construction Contract, shall be included as a part of this Contract.

Exhibit A: Project Specifications

Nicasio Riparian Fence Project

- 1) Fence (382a): Implementation Requirements
- 2) Natural Resources Conservation Service Conservation Practice Specification: 382a – Fence – Barbed, Smooth, Or Woven Wire
- 3) Nicasio Riparian Fence Map of Fence Location

FENCE (382A): IMPLEMENTATION REQUIREMENTS

| | | | |
|-------------------|--|------------------|------------|
| Client | James and Margaret Moore | Date | 06/13/2018 |
| Farm/Tract | 336/10889 | Field(s) | 1 |
| Location | 10000 Point Reyes-Petaluma Rd., Nicasio, CA 94946 | Length(s) | 9,600 LF |
| Planner | Marin RCD | County | Marin |

Management Objectives/Resource Concerns:

Resource Concerns being addressed:

Livestock exclusion fence will allow rest and recovery time for sensitive creek banks, and improve water quality entering a county reservoir.

1. Fence Specifications (check all that apply or fill in blank with information):

| | | | | |
|--|---|--|---|---|
| Livestock | <input checked="" type="checkbox"/> Cattle (cow/calf) | <input type="checkbox"/> Sheep | <input type="checkbox"/> Goats | <input type="checkbox"/> Horses |
| <input checked="" type="checkbox"/> Barbed Wire: | <input checked="" type="checkbox"/> High Tensile Wire: 15.5 gauge minimum | Recommended: 15.5-gauge coated for best rust resistance in coastal environment. | | 5-Wire Minimum required: standard double strand 12.5 gauge galvanized or 15.5 gauge high-tensile |
| Woven Wire: | <input type="checkbox"/> | <input type="checkbox"/> | Other (Describe) | |
| <input checked="" type="checkbox"/> Line Post Type: | <input checked="" type="checkbox"/> Steel 1.33 weight T-post | <input checked="" type="checkbox"/> Wood 4.5" diameter Untreated Cedar posts | Other T-posts: minimum of 1.33 lbs/ft. Must be buried one knob above the spade. At least 2" of t-post must extend above top wire. Dipped or painted galvanized, or baked enamel. Line Wood Posts: Buried minimum 24". Brace: Required at corners or turns greater than 20%. Minimum brace members: Anchor post = 6", Brace post = 5", horizontal = 3.5". Minimum setting depth 36". Wood posts must be free from decay. See specification document for accepted materials. | |
| <input checked="" type="checkbox"/> Wire Spacing: | Bottom wire - minimum height of 14" from ground. Top wire - height of 42"-48". Minimum spacing between top two wires of 10" for 42" fence, and 12" for 48" fence (reduces risk of deer entanglement.) Even spacing of wires between. Examples Below: Spacing for 5-strand 48" fence (from ground up) – 14", 7", 7", 8", 12" | | | |
| <input checked="" type="checkbox"/> Post Spacing (feet) | Spacing between T-posts will not exceed 15'. Less is advised for increased structural integrity for areas with moderate-high livestock pressure. Wood line posts advised after every 5 T-posts if topography dictates, with maximum of 20 T-posts between wood line posts. | | | |
| Total Fence Length (feet) | 9,600 LF | | Other information: See Brace requirements in attached fence specification document: NRCS practice standard 382. | |

2. Additional Specifications or Special Provisions Specific to the Site:

- The contractor is responsible for calling 811 for DigAlert information.
- This project will conform to NRCS Standards and Specifications for practice 382.
- Existing vegetation will be avoided or protected to minimize damage by equipment traversing to work areas. Equipment will be fueled and maintained in a designated staging area.
- Assure that H-Braces are placed at all changes in fence angle, at fence ends, at gates and at top and bottom of steep slopes. Please refer to attached/provided specification for details and drawings of brace construction requirements.
- Wood posts need to be sound and free from decay, with all limbs trimmed substantially flush with the body. Organic (non pressure treated), then use split juniper, redwood or cedar.
- **Special Maintenance Requirements:** Immediately repair any fence failure or vandalism. All practices will be maintained as per practice lifespan of 20 years and EQIP contract requirements.

NATURAL RESOURCES CONSERVATION SERVICE
CONSERVATION PRACTICE SPECIFICATION

382A – FENCE – BARBED, SMOOTH, OR WOVEN WIRE

I.

SCOPE

The work shall consist of furnishing materials and installing either barbed, smooth, or woven wire, or combinations thereof at the location as shown on the drawings or as staked in the field.

II.

TYPES OF FENCES

- A. 4 wire barbed and/or smooth--min. height 42 inches. (Figure 1)
- B. 3 wire barbed and/or smooth--min. height 40 inches. (Figure 2)
- C. Woven wire and barbed wire--min. height 40 inches. (Figure 3)
- D. 4 wire barbed and/or smooth--min. height 42 inches. Bottom wire a minimum of 15 inches above ground.

III.

MATERIALS

The materials used must be constructed to equal or exceed, in strength and durability in accordance with the following specifications:

A.

Wire

Barbed wire, woven wire and wire netting fencing shall conform to the requirements of Federal Specification RR-F-221f, and further specified:

Type I - Barbed wire, style 2 - zinc coated. Barbed wire shall be 13 gage or wire of greater diameter (lesser gage), or 15 1/2 gage high tensile double strand. The minimum breaking strength for single 13 gage wire is 590 lbs, and for double 15 1/2 gage wire is 850 lbs, the wire shall have barbs at a

spacing of 4-inch interval. The zinc-coating shall be at least 0.50 ounces per square foot of wire surface.

Type II - woven wire, style 4 - Farm fence. Woven wire shall be a minimum of 26 - inch high with 14 1/2 gage with stay wires spaced at an interval of 12 - inches or less. All woven wire shall be of new galvanized material, with a zinc-coating of 0.40 ounces per square feet of wire surface.

Woven wire fences shall be topped by at least two lines of double strand barbed wires. When splicing is necessary, the "Western Union" splice shall be used (Figure 6). The splice is made by overlapping the ends of each wire and wrapping each wire five times around the other wire. The use of a fence splicing tool will facilitate this operation and result in a neat job. (Figure 6). High compression splices (Figure 6) should be used when High tensile wire is used.

B.

Staples

Staples shall be of nine gauge polished (bright) hard wire and should be 1 1/2 inches long for soft woods and 1 1/4 inches long for hardwood posts. The staples shall be driven diagonally with the wood grain to avoid splitting. Space should be left between the staple and the linepost to permit movement of the wire. Tie wires of galvanized 12 gauge may be substituted for staples.

C.

Posts

Line Posts

Wood Type. Untreated posts from such species as juniper, cedar, oak, osage orange, black locust, and redwood or pine posts treated with a creosote coal-tar solution, or

pentachlorophenol, with not less than six pounds retention per cubic foot, in accordance with Federal Specification TT-W-571c, are acceptable.

Steel. Standard "Tee" or "U" section steel posts weighing not less than 1.29 pounds per foot of length, exclusive of anchor plate, may be used in lieu of wood line posts. Length shall be the same as for wooden posts.

Steel posts shall be rolled from high carbon steel and shall have a protective coating. The coating may be either galvanizing by the hot dip process or painting in accordance with Commercial Standard 184 with one of more coats of high graded, weather resistant steel paint or enamel applied and baked. Steel posts shall be studded, embossed or punched for the attachment of wire to the posts. Wire shall be attached to the posts by wrapping with 16 gauge galvanized wire or by use of manufacturer's specially designed clips.

Size. Post length must be at least 5 feet 6 inches to construct a 42-inch high fence and be set solidly in the ground a minimum depth of two feet in deep soils or 18 inches in rocky shallow soil. Ninety-five percent of top diameters of wooden posts (two inches minimum above the top wire) must be three inches or larger. In shallow or rocky soil where penetration cannot be obtained with ordinary hand tools, straddlejacks may be used.

Spacing. On 4 wire and woven wire standard fences, maximum post interval shall not exceed 20 feet if no stays are used between post, or 30 feet if stays are used between posts at intervals not greater than 10 feet.

On 3 wire standard fences, maximum interval between posts shall not exceed 16 1/2 feet with or without stays.

D. Corner, Gate and Brace Posts (Figure 4,5,7)

Brace Posts

Wood. Same species as for line posts.

Size. Length shall be 6 feet 6 inches minimum to provide for the construction of at least a 42-inch high fence and permit setting

at least 36 inches in the ground, top diameter commercial size six inches or larger.

Steel. Steel corner or brace posts with a three-inch new (or equivalent weight of 7.58 pounds per linear foot) pipe or larger, with brace member welded to the posts. Posts to be set in concrete. (Figure 7)

If soil conditions prevent proper brace or line post installations, trees may be used.

Rock cribs may be used in shallow rocky areas. (refer to BLM 2400--Range)

Bracing. Required at all corners, gates and at all definite angles in the line fence. In straight sections brace units (pull posts) shall be spaced at intervals not to exceed 1,320 feet. Horizontal braces can be a six-inch diameter top line post of the above species with minimum length of 6.0 feet notched into the top one-half of the brace post and post being braced, or two inch new or used pipe or angle iron (2" x 2" x 1/4") installed not less than three feet above ground line and no higher than the top wire. A tension member composed of two complete loops of number 12 1/2 gauge double strand barbed or smooth wire, shall extend from a point approximately six inches below the top of the brace post to ground level of the post being braced. The brace wire shall be twisted to secure the brace and provide needed rigidity. (Figure 4).

A diagonal fence strainer is equal in strength and holding force to a horizontal strainer (fig.1). On a high-tensile, smooth-wire fence, one or two diagonal strainer(s) can be used for a corner in place of two horizontal braces (fig. 2). In the design and installation of a diagonal brace or strainer, several principles should be kept in mind. (Figure 5).

1. Make the diagonal (horizontal as well) brace as long as possible.
2. Be sure that the end of the diagonal brace in contact with the ground is free to move forward and is not blocked by a stack or post.
3. The diagonal brace can bear against the corner post in any location from the middle of the post to the top. However, probably the best place to have the diagonal brace contact the corner post is at the top.

4. When installing a diagonal strainer, the corner post should be set first, then the diagonal brace installed, then the bottom holding wire brace installed, and then the wires attached and tensioned. If this procedure is followed, the lower wire brace will not have to be twisted to tighten.
5. The diameter of the corner post should be as large as possible.
6. If one diagonal strainer will not hold the fence tension, a second diagonal strainer should be installed with each strainer taking half the tension of the fence (Figure 3).
7. When using the diagonal strainer as a line brace, care must be exercised not to over-tension the brace wires. The vertical post can be jacked out of the ground.

IV.

INSTALLATION

The installation of the fence shall conform to the figures and to the drawings. All posts shall be placed to the required depth and shall be firmly embedded so that there is less than 1 inch of horizontal movement at the top of post when a horizontal force of 80 lbs is applied. The completed job shall be workmanlike and present a good appearance. The installer and other persons will conduct all work in accordance with proper safety procedures.

V.

BASIS OF ACCEPTANCE

After the fence has been installed, a site inspection will be made to determine if the materials and placement adhered to the specification.

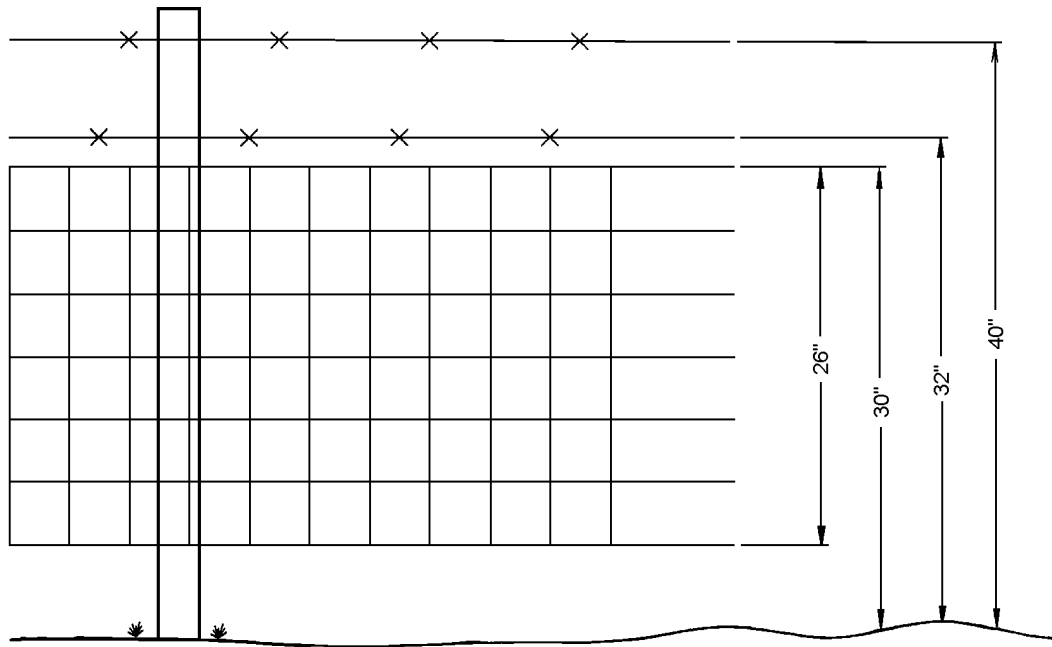
VI.

MAINTENANCE

A properly maintained fence is an asset to your property. This practice will require you to perform periodic maintenance. Some items to be observed and corrected are:

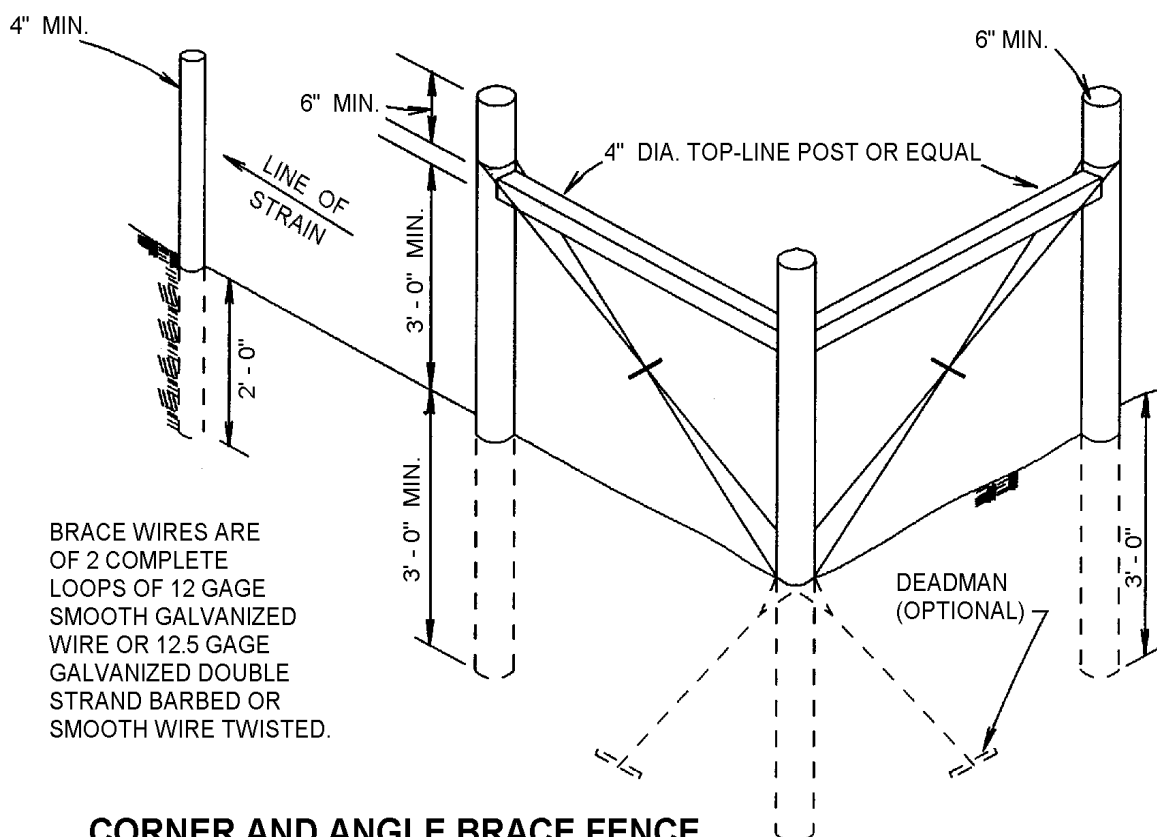
- * tension of wire, broken wires.
- * post alignment, post stability.





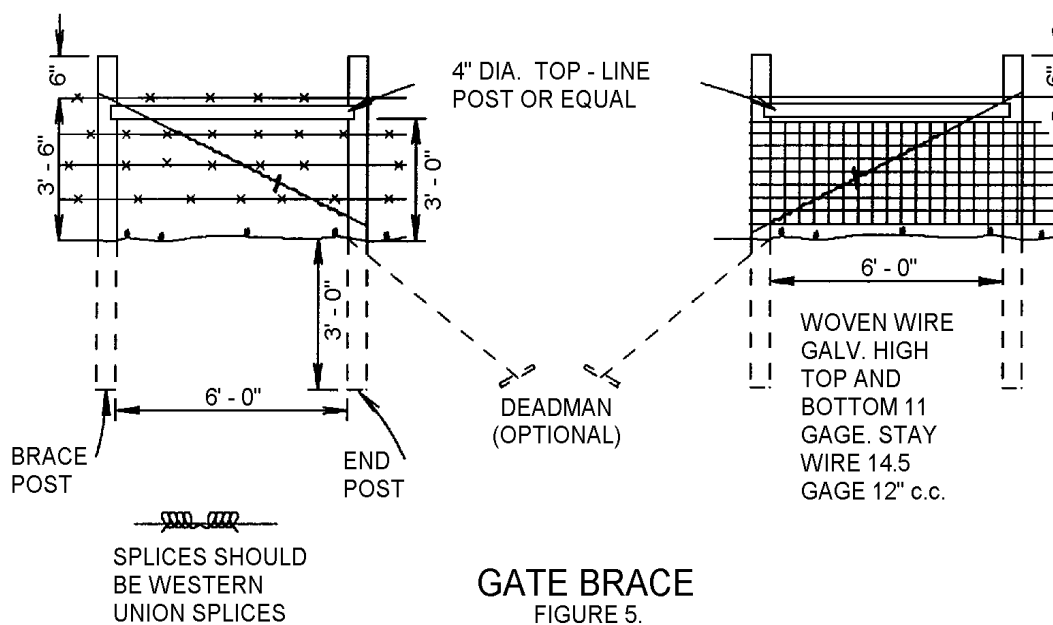
WOVEN WIRE WITH 2 STRANDS BARBED WIRE

FIGURE 3.



CORNER AND ANGLE BRACE FENCE

FIGURE 4.



GATE BRACE

FIGURE 5.

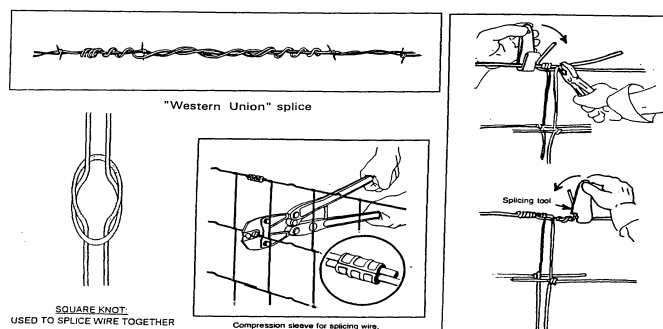
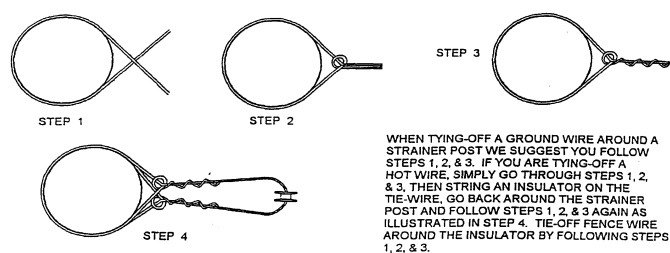


FIGURE 6.

KNOTS

Practical lengths for compression members of diagonal (or horizontal) fence strainers

| Pipe size (in) | Wood L/ diameter (in) | Practical length (ft) | Allowable length (ft) |
|----------------|-----------------------|-----------------------|-----------------------|
| 2 | | 8 | 10 |
| 2½ | | 9½ | 12 |
| 3 | | 12 | 14½ |
| 3½ | | 13½ | 17 |
| 4 | | 15 | 19 |
| | 3 | 7½ | |
| | 4 | 10 | |
| | 5 | 12½ | |
| | 6 | 15 | |
| | 7 | 17½ | |
| | 8 | 20 | |

L/ Diameter at center and straight length assumed.

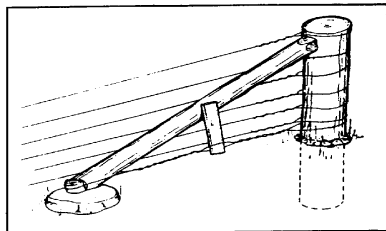


Figure 1 Diagonal gate or fence end strainer.

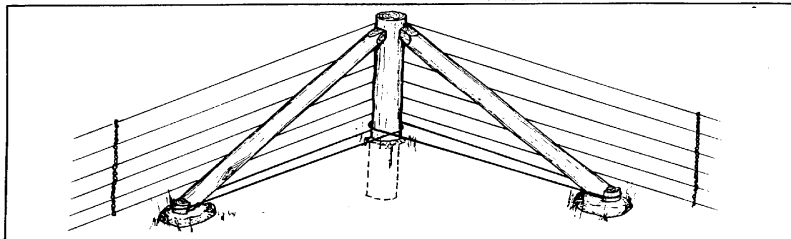


Figure 2 Two diagonal strainer corner braces.

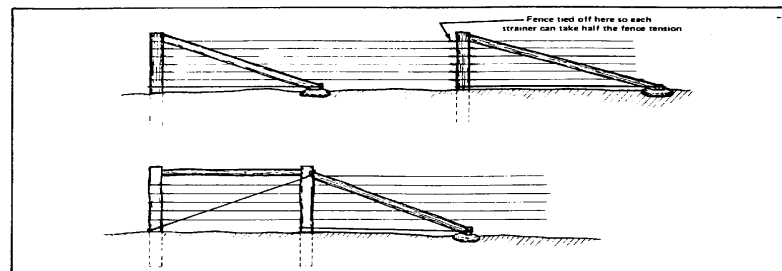
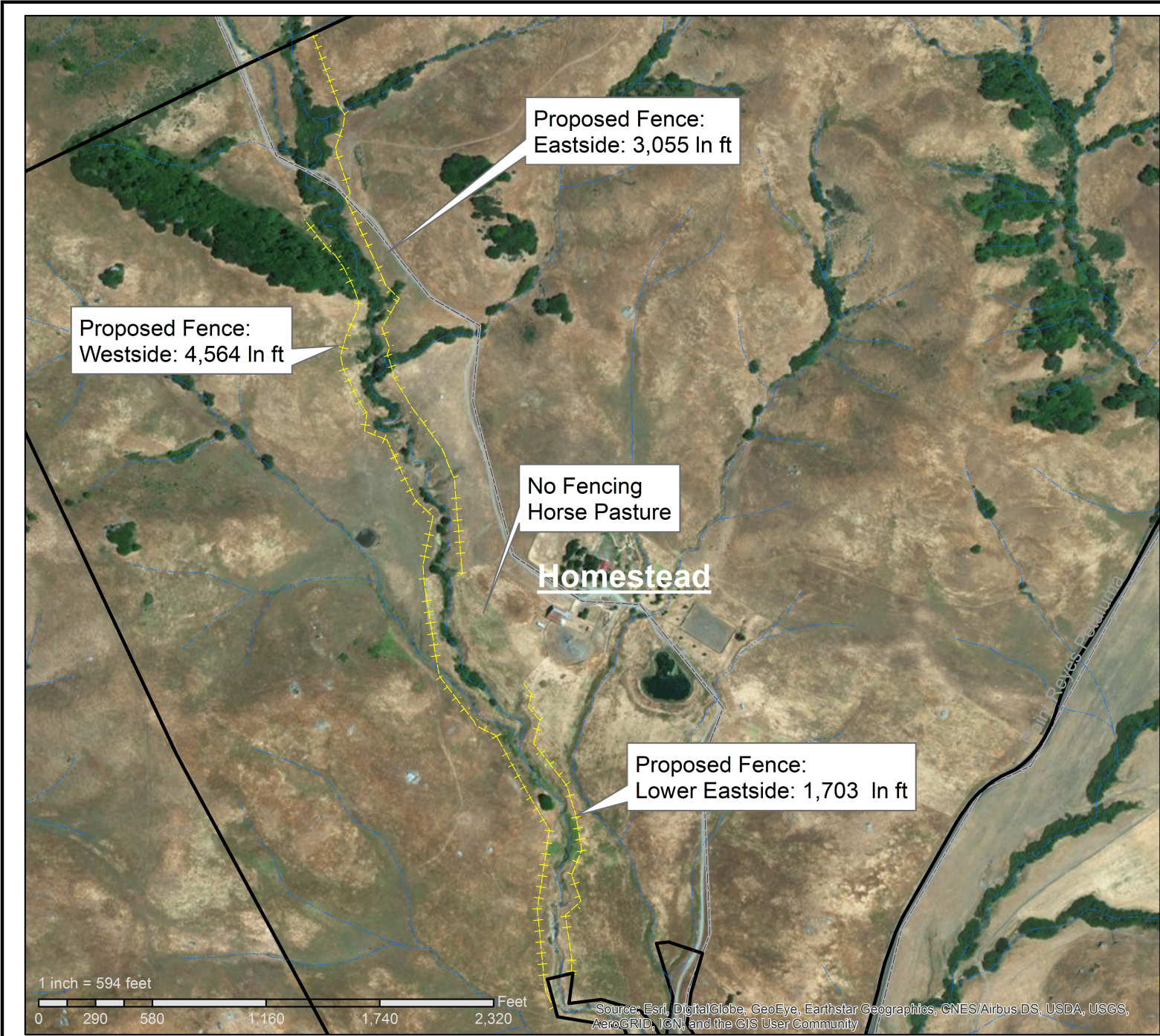


Figure 3 Use of two diagonal strainers for holding in soft soil. Also, one horizontal and one diagonal strainer could also be used as shown. Each of the diagonal strainers takes half of the tension in the fence; therefore, the fence must be tied off at each diagonal strainer.

FIGURE 7.

Nicasio Riparian Fence Map of Fence Location



Riparian Fencing

1. Total Proposed Fence: Approx, 9,322 In ft
2. Install 6-strand barbwire fence, smooth top.
 - Same fence specs as recently installed fence by NRCS. It is a Wildlife Considerate Fence.
 - Purpose: to prevent calves from entering riparian corridor.
3. SPAWN will be planting trees and shrubs,
 - No details availbe at this time!

COW V
2018 Moore Ranch

Legend





- | | |
|---|---|
|  Property Boundary |  Streams |
|  Proposed Fence Moore 2018 |  Roads |



Exhibit B: Instructions for Vendors

These instructions are intended to speed up payment of invoices and reimbursement requests. All invoices shall include company name, address, phone, date, a breakdown of labor and materials for the construction practices described Description of the Work above, and tax ID number. Bills are paid based on availability of funds from the Grantor for the project and in the order received.

Two separate invoices shall be issued to the following:

Marin RCD
P.O. Box 1146
Point Reyes Station, CA 94956

James & Margaret Moore
2355 Vallejo St.
San Francisco, CA 94123

Funding for this project is provided by multiple organizations and being managed by the Landowner and MRCD. Following the acceptance of a cost proposal, MRCD will provide exact invoice allocations for invoicing to the parties listed above.

Invoices that arrive by the last day of the month will be included in the funding requests to be reviewed by the MRCD Board at their regularly scheduled meeting the following month. If your invoice arrives on time and if funds are available, it can be paid as early as the third week of the following month. No invoice can be paid without MRCD Board approval.

All invoices must be submitted by November 30, 2018.

In order to be paid promptly, your billing needs to include these elements:

Name: Legal name as well as business name; name for the check must be on the invoice.

Address: Where you want your check to be mailed. Please include the zip code.

Phone: Number where we can contact you in case of questions.

Date: Use the date on which your invoice is written.

Job No.: If you were assigned a Job Number at the time your Contract was signed, this number must appear on all your invoices for work done on this Job.

Task: If your Contract has more than one task specified in the budget, please break out the charges on your invoice by task. *This does not apply to lump sum contracts.*

Example: Contract for Fencing

| | |
|-----------------------|-----------------|
| Task: Materials | \$2,511.75 |
| Task: Labor | <u>5,000.00</u> |
| Total Invoice Amount: | \$7,511.75 |

Tax ID #: If you or your company are providing services (rather than being reimbursed for expenses), you must provide a Form W-9 with your first invoice.

Exhibit C: Best Management Practices

Requirements for Construction Site Management (CS)

CS – 1: Procedures for construction in sensitive environments will be employed. These may include, but are not limited to, the following precautions and measures necessary to protect the environmental integrity of the site:

- Disturbance to existing grades and vegetation will be limited to the actual site of the conservation project and necessary access routes.
- Trash, litter, construction debris, cigarette butts, etc., will be stored in a designated area approved by the inspector or removed from the site at the end of each working day. Upon completion of work, contractor is responsible for removing all of these unwanted items to the satisfaction of the project engineer and/or inspector.
- All construction debris and sediments will be taken to appropriate landfills or, in the case of sediments, disposed of in upland areas or off site.
- No petroleum products, chemicals, silt, fine soils, and any substances deleterious to fish, amphibian, plant, or bird life will be allowed to pass into, or be placed where it can pass into the waters of the state.
- Contractor will have emergency spill clean-up gear (spill containment and absorption materials) and fire equipment available on site at all times. These items are to be reviewed by the project inspector before construction begins.

CS – 2: The use or storage of petroleum-powered equipment will be accomplished in a manner to prevent the potential release of petroleum materials into waters of the state (Fish and Game Code §5650). The following precautionary measures will be followed:

- All vehicles and equipment on the site must not leak any type of hazardous materials such as oil, hydraulic fluid, or fuel. Vehicles and equipment must be inspected and approved by the inspector before use. Fueling will take place outside the riparian corridor.
- If needed, a contained area located at least 50 feet from a watercourse will be designated for equipment storage, short-term maintenance, and refueling. If possible, these activities will not take place on the project site.
- Vehicles will be inspected for leaks and repaired immediately.

- Leaks, drips, and other spill will be cleaned up immediately to avoid soil or groundwater contamination.
- Major vehicle maintenance and washing will be done off site.
- All spent fluids, including motor oil, radiator coolant, or other fluids, and used vehicle batteries will be collected, stored, and recycled as hazardous waste off site.
- Dry cleanup methods (i.e., absorbent materials, cat litter, and/or rags) will be available on site.
- Spilled dry materials will be swept up immediately

CS – 3: Best management practices (BMPs) for construction period runoff and erosion control will be employed as described in Requirements for Erosion Control below.

Requirements for Erosion Control (EC)

- **EC – 1:** BMPs for construction period runoff and erosion control will be employed.
- **EC – 3:** The project site will be restored to pre-construction condition or better. Disturbed areas will be revegetated prior to the onset of rain by live planting, or native seed casting.
- **EC – 7:** Soil exposed as a result of construction... will be revegetated using native seed casting or by hydroseeding prior to the onset of rain.

Additional Measure to Protect Biological Resources

1. Complete a preconstruction training session for all construction crew personnel. The training should include a discussion of the sensitive biological resources within the project site and the potential presence of special-status species. This should include a discussion of special-status species' habitats, protection measures to ensure species are not impacted by project activities, project boundaries, biological conditions outlined in the project permits, and procedures to follow if sensitive wildlife species are found within the project site.
2. If a special-status wildlife species enters the work area, the construction crew supervisor should contact a qualified biologist and/or resource agency staff for further guidance.
3. Special-status and common wildlife species should not be captured or handled by the supervisor or field crew members unless directed by a qualified biologist and/or resource agencies.
4. To prevent harassment, injury, or mortality to sensitive species or their habitat, no pets should be permitted within the work area.

5. Prevent introduction and spread of invasive plant species.
 - a. Any seed, straw, or mulch brought into the site should be weed-free.
 - b. Construction vehicles and other equipment should be cleaned of seed and soil from weed-infested locations before entering new areas.
 - c. Revegetation of disturbed soil should occur promptly after disturbance.
 - d. All site restoration and erosion control seeding should include only native species from the Tomales Bay watershed, or western Marin County.