



NORTHCOAST REGIONAL LAND TRUST

WOOD CREEK PHASE III RESTORATION PROJECT – WOOD PROCUREMENT

CONTRACT DOCUMENTS

Request for Proposals (RFP)

April 2025

Prepared by:
Northcoast Regional Land Trust
P.O Box 398, Bayside, CA 95524

The Northcoast Regional Land Trust (NRLT) is pleased to invite you to respond to a Request for Proposal for “Procurement of Large Woody Debris for Wood Creek Phase III Restoration Project.”

Proposals must be received no later than **2:00 p.m. on Thursday, May 15, 2025.**

Project Background and Description

NRLT is requesting proposals for large woody debris (LWD) consisting of logs, logs with rootwads attached, and slash to be used in the Wood Creek Phase III Restoration Project (Project) located on Wood Creek approximately ½ mile upstream of the confluence with Freshwater Slough in Humboldt County, California. This is a grant-funded project in partnership with the California Department of Fish and Wildlife Cannabis Restoration Grant Program, Point Blue Conservation Science, and landowners Sean & Kathy O’Day with the goal of:

- Restoring hydrologic connectivity between previous downstream restoration of Wood Creek and the Felt Ranch wetlands;
- Establishing juvenile salmonid migration access between Wood Creek and the Felt Ranch wetlands;
- Enlarging the tidal influence onto Felt Ranch to elongate the transition zone from brackish to fresh-water conditions;
- Enhancing the existing freshwater wetlands on Felt Ranch to create a diversity of slow-water productive rearing habitats for juvenile coho while benefiting other native wetland dependent wildlife and vegetation; and
- Enhancing drainage and reducing flooding inundation of agricultural areas within and adjacent to the Project Areas.

The LWD consists of several types of materials needed for the Project. A total of up to 224 LWD units and 70 cubic yards of slash shall be delivered to the delivery site(s). Deliver a minimum of 25% of each item contracted for delivery by August 15, 2025, and the entire amount by June 30, 2026, as described in detail in Attachment A.

Statement of Requirements – Services & Goods Required of Contractors

Contractors will provide all labor, supplies and equipment necessary to secure entitlements, harvest (if necessary), transport, off-load and stockpile at NRLT’s delivery site **120 logs at 30’ length with root wads attached, 124 logs at 30’ length, and 70 cubic yards of slash**, as further specified in Attachment A. NRLT’s delivery location is at 2905 Felt Road, Eureka, California (map of delivery site in Attachment D). There are up to three locations for off-loading and stockpiling of delivered materials on the property. All logs and slash will be inspected by NRLT for compliance with specifications prior to offload. The timing of any delivery, inspection and offloading of acceptable LWD units must be coordinated with the NRLT-designated Construction Manager. The Contractor must transport off-site at the time of delivery any logs or slash rejected by the Construction Manager due to non-conformance with specifications.

Contractors must also obtain, transport, and offload logs in compliance with applicable Federal, State, and local laws, regulations, rules, and orders.

The selected Contractor(s) will be required to submit and comply with all terms and conditions, including all insurance requirements, described in the attached Agreement (Attachment B). Securing the required insurance endorsements is a condition of award for any contract entered into pursuant to this RFP. Because transport costs will be embedded in the log unit cost, logs may be priced separately for different source(s).

Living Wage

If selected for a contract, Contractor(s) must comply with any and all federal, state, and local laws – affecting the services provided under the contract to be awarded pursuant to this RFP. Contractor's compliance may include, to the extent applicable, compliance with prevailing wage requirements pursuant to Labor Code § 1725.5. If prevailing wage requirements apply to the performance of the services, a prevailing wage addendum, attached to the contract as Exhibit D, will be executed together and in connection with the initial Statement of Work executed by Contractor under the contract.

Schedule

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this RFP, which amendment shall be issued to all parties by NRLT.

- 4/28/2025 Release Request for Proposals
- 5/8/2025 Deadline for Questions (See Section E)
- 5/12/2025 NRLT's Response to Questions Due
- 5/15/2025 Proposals Due (See Section G)
- 5/31/2025 Award Contract(s) (Subject to delay without notice to Contractor)

Questions

Contractors will be required to submit questions in writing before 5:00 p.m. on May 8, 2025, in order for staff to prepare written responses to all potential bidders. All questions will be answered in writing and all questions and answers will be shared with all potential bidders. Questions are best received when sent via e-mail directly to d.ehresman@ncrlt.org. Questions will not be accepted by phone. Any verbal communications by NRLT staff shall not be binding on NRLT and such communications shall in no way modify this RFP.

Corrections to Addenda

If a Contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Contractor shall immediately write to the contact person shown below and request clarification or modification of the document. Modifications will be made by addenda as indicated below posted to the RFP website at <https://ncrlt.org/wood-ck-ph-iii-contractdocuments-woodprocurement>.

Proposal Submittal

Submit an electronic copy of proposal(s) to NRLT at info@ncrlt.org. Please reference **Wood Creek Phase III Log Procurement RFP** in the subject line of the email. A confirmation email will be generated

in response to each submission to this email address. If a confirmation email is not received, please check spam and junk mail folders.

Electronic proposals must be received no later than 2:00 p.m. on Thursday, May 15, 2025.

For ease of review and to facilitate evaluation, the proposals for this Project shall be submitted on the form provided in Attachment C (Proposal Form). Proposers may bid on all or only some of the LWD types. A bid will not be deemed non-responsive for failure to bid on all LWD types. If LWD are procured from different source(s) that affect the unit price, a proposer may attach additional proposal tables using the form provided.

Selection Process

All proposals received by the specified deadline will be reviewed by NRLT for content.

In accordance with the procedures set forth in Paragraphs 3 and 4 of this section, Contracts will be recommended for award to the lowest responsive and responsible proposer(s) for each item specified. To be responsive, a proposer must complete all applicable portions of the Proposal Form(s) as instructed, including any requested supporting documentation, and proposals must meet specifications. The proposer must have the capability in all respects to perform the contract requirements. Proposers may bid on all or only some of the LWD types. A bid will not be deemed non-responsive for failure to bid on all LWD types.

Failure to meet the specifications set forth in this RFP may result in disqualification of the proposal. NRLT reserves the right to award contracts to multiple contractors pursuant to this RFP in order to secure up to 224 logs units and 70 cubic yards of slash needed for the Project. Thus, contracts may be awarded to the second lowest responsive and responsible proposer, and the third lowest responsive and responsible proposer, and so forth to fulfill desired quantities.

The attached Proposal Form solicits a price for two different log types. NRLT will review and independently rank each price proposed for each of the different log types. Because a particular proposal may contain the lowest price for some but not all of the items proposed, NRLT will treat each price proposed as severable from the remainder of the proposal in order to secure the lowest prices for each of log type desired. In this way, NRLT may award a contract to a proposer for some, but not all, of the items proposed based on relative prices quoted in the various proposals received for the same material. NRLT may also award a contract to a proposer for only a portion of the quantity proposed for any particular log type.

NRLT may, during the selection process, request from any proposer additional information which NRLT deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three business days to submit the information requested.

An error in a proposal may cause the rejection of that proposal. NRLT may correct obvious clerical errors. NRLT may also request clarification from a Contractor on any item in a proposal that NRLT believes to be in error.

NRLT reserves the right to select multiple Contractors. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.

Generally, the firms selected by NRLT will be recommended to the Board of Directors for this Project, but the Board is not bound to accept the recommendation or award the Project to the recommended firms.

General Information

The issuance of this solicitation does not constitute an award commitment on the part of NRLT, and NRLT shall not pay for costs incurred in the preparation or submission of proposals.

NRLT reserves the right to reject any or all proposals or portions thereof if it determines that it is in the best interest of NRLT to do so.

NRLT reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. Such waiver shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. NRLT further reserves the right to award agreements to the proposer or proposers that, in NRLT's judgment, best serve the needs of NRLT.

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Directors, or any employee of NRLT, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may suffer the rejection of their proposal.

Duration of Proposal: All proposals will remain in effect and shall be legally binding for at least 45 days.

Withdrawal and Submission of Modified Proposal: A Contractor may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the Contractor or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

Attachment A to RFP

Log and Slash Procurement Specifications

Logs and slash shall meet the following specifications:

1. All logs shall be sound, non-rotten and unbroken Douglas fir or redwood, free from damage, such as abrasion, splitting, fractures, crushing, bark loss, or shearing;
2. Log diameter shall be measured at mid-point along log length and shall not deviate by more than four inches from the specified diameter;
3. Log diameter is measured outside bark;
4. Base of trunk is start of trunk/root flare or top of root crown, where the first main roots attach to the trunk;
5. All twigs and branches shall be removed from the trunk to stubs no longer than two inches;
6. All logs and slash shall be legally harvested;
7. For logs without root wads attached:
 - a. Trunk length: minimum of 28 feet, maximum of 32 feet (measured cut end to cut end)
 - b. Diameter 18 inches
 - c. Minimum diameter at small end: 14 inches
8. For logs with root wads attached:
 - a. Trunk length: minimum of 28 feet, maximum of 32 feet (measured from cut end to base of trunk)
 - b. Diameter 18 inches
 - c. Minimum diameter at small end: 14 inches
 - d. Root wad consisting of stout roots, such that roots are a minimum of 2 inches in diameter, forming a root wad minimum diameter of 4 feet, maximum 8 feet
 - e. Root wad thickness (as measured from base of trunk to end of root wad) must be 2 feet minimum
 - f. Roots 2 inches in diameter or larger shall not be cut
 - g. Free of any loose soil or clumps of soil, gravel, cobbles
9. Off-loading and stockpiling of logs:
 - a. Coordinate with the NRLT selected earthwork contractor prior to delivery of large wood for locations and quantities of items to unload at each of the three stockpile sites, referred to as the Barn Stockpile Area, Spoils Area 1, and Spoils Area 2;
 - b. The ground surface at the stockpile area adjacent to the barn shall be covered in geotextile fabric to prevent weed growth prior to unloading and stockpiling of logs;

- c. If the NRLT earthwork contractor selects to have LWD offloaded at Spoils Area 1 or Spoils Area 2, the NRLT earthwork contractor will be responsible for preparing the areas for delivery, offload, and stockpile;
- d. Delivery, offloading, and stockpiling of LWD may only occur during dry weather when ground conditions are sufficiently dry to support these activities with minimal ground disturbance. The NRLT Construction Manager may suspend deliveries and stockpiling activities at any time due to unsuitable ground conditions;
- e. Log shall be stockpiled in a manner that is stable, self-supporting, and free of hazards;
- f. Log stockpiles shall meet all state and federal safety standards;
- g. Log stockpiles shall be no more than 12 feet tall;
- h. Logs without rootwads shall be stockpiled separately from logs with rootwads;
- i. Stockpiles shall be arranged in a manner that allows equipment to maneuver sufficiently to remove individual logs from each stockpile without having to move other logs;
- j. Location of rootwads may be alternated within the stockpile;
- k. Placement stockpile logs shall be at the discretion by NRLT.

10. For slash:

- a. Slash shall be cut limbs from redwood or Douglas fir trees;
- b. Limbs shall be 8 to 14 feet in length;
- c. Diameter of limbs shall be minimum 2 inches and maximum 4 inches where measured at mid-point;
- d. Slash shall be off-loaded and placed in one or more neat piles within the designated stockpile area;
- e. Placement stockpile logs shall be at the discretion of NRLT;
- f. Slash piles shall be tamped down with equipment;
- g. Volume of slash shall be determined based on the measured volume of the slash pile(s) following off-loading.

Contractors shall provide all labor, supplies and equipment necessary to secure entitlements, harvest (if necessary), transport, and off-load logs and slash at NRLT's Delivery Site.

Quality Control:

- 1. Contractor shall provide the NRLT Construction Manager three (3) working days advance notice prior to delivery and off-loading of logs or slash (working days are defined as Monday-Friday).
- 2. The NRLT Construction Manager will inspect the logs and slash for compliance with specifications during delivery, at the NRLT's Delivery Site prior to off-loading.
- 3. The NRLT Construction Manager will clearly mark logs not meeting the foregoing specifications and rejected.
- 4. Rejected logs and slash will remain the property of the Contractor and shall be removed at Contractor's expense.

5. Contractor shall take care when handling log materials to minimize damage such as abrasion, splitting, crushing and shearing to the tree trunk and root wads. Root wads shall be maintained intact through handling and transportation. NRLT shall have no obligation to accept LWDs that have been damaged in Contractor's handling or transport of the same.

Attachment B to RFP

MASTER CONTRACTOR AGREEMENT

This Master Contractor Agreement ("Agreement") is effective as of the date last signed below ("Effective Date"), between Northcoast Regional Land Trust ("NRLT") and [REDACTED] ("Contractor"). NRLT and Contractor are each referred to herein individually as a "Party" and collectively as the "Parties." In consideration for the mutual promises, covenants, warranties, and other good and valuable consideration as set forth herein, and intending to be legally bound, the Parties hereby agree as follows:

1. ENGAGEMENT OF SERVICES.

- a. Assignments. Subject to the terms of this Agreement, Contractor will, to the best of its ability, render the "Services," which are outlined and defined in a "Statement of Work," a form of which is attached hereto as Exhibit A.
- b. Performance. The manner and means by which Contractor chooses to complete the Services set forth in a Statement of Work is in Contractor's sole discretion and control. Unless otherwise agreed by NRLT, Contractor agrees to provide its own equipment, tools, and other materials at its own expense. Contractor shall perform the services necessary to complete the Services in a timely and professional manner consistent with industry standards and the timelines designated in the Statement of Work.
- c. Compliance. Contractor shall abide by all policies and procedures applicable to the performance of the Services, including but not limited to the policies related to information technology and equipment, network access and security, safety, construction, engineering, and electrical standards, and all prevailing state and federal safety regulations and, where required, prevailing wage requirements.
- d. Site Access. NRLT will provide Contractor, its agents and subcontractors access to the site and, to the extent possible, property records as necessary to perform Contractor's obligations hereunder.

2. COMPENSATION. NRLT agrees pay Contractor a fee for the Services rendered under this Agreement as detailed in the Statement of Work. Contractor shall be responsible for all expenses incurred in performing services under this Agreement and each Statement of Work, including remediation work as may be required to allow NRLT to accept work performed. All changes to work performed or cost of services must be evidenced by a signed change order or revised Statement of Work.

3. PASS THROUGH PROVISIONS.

- a. Grant Compliance and Pass Through Provisions. Contractor acknowledges and agrees that: (i) NRLT is the beneficiary of the following grants (collectively, the "Grants"): (a) Grant Agreement WC-2299KM, as amended, dated March 22, 2023, by the State of California, acting by and through the California Wildlife Conservation Board as grantor and Point Blue Conservation Science as grantee, and NRLT as subgrantee under that certain Funding Agreement, dated December 17, 2024 by and between NRLT and Point Blue Conservation Science, and (b) Grant Agreement Number Q2496102, dated January 6, 2025, by the State of California, acting by and through The California Department of Fish and Wildlife as grantor and NRLT and grantee, (ii) NRLT is required to pass through certain provisions of the Grants to all parties performing work funded by the Grants, including Contractor, (iii) NRLT's obligation to pay Contractor for the Services performed under this Agreement is expressly conditioned upon the adherence to all applicable provisions of the Grants by Contractor, (iv) the pass-through provisions of the Grants are attached as Exhibit B hereto and are deemed fully incorporated into this Agreement by reference, and (v) if additional grants become available to fund the Services, this Agreement will be amended to incorporate the pass-through provisions of such grants. Contractor agrees to be bound by and to comply with all applicable provisions of the Grants, as specified in Exhibit B, and acknowledges that failure to adhere to such provisions may result in a suspension or termination of payment for Services rendered under this Agreement
- b. Bid Package Compliance and Pass Through Provisions. The Services contemplated under this Agreement will be performed as part of the Procurement of Logs and Slash for the Wood Creek Phase III Restoration Project, in the vicinity of 5851 Myrtle Avenue, Eureka, CA 95503 ("Project"). The following documents related to the Project are

deemed incorporated into and a part of this Agreement (collectively, the "Contract Documents"): (i) all documents set forth in the Wood Creek Phase III Restoration Project Wood Procurement Request for Proposals, dated April 2025, including the following attachments thereto (collectively, the "Bid Package"): Attachment A - Log and Slash Procurement Specifications; Attachment B – Master Contractor Agreement; Attachment C – Proposal Form; and Attachment D - Log and Slash Delivery, Off-Load, and Stockpile Location Map, (ii) Change Orders, if any, (iii) Notice of Award and Notice to Proceed, both as contemplated in the Bid Package, (iv) Addenda, if any, (v) payment and performance bonds, if any, and (vi) any other documents which are clearly and unambiguously made part of the Contract Documents.

4. SERVICE STANDARDS.

a. Professional Standards. Contractor shall execute its responsibilities by following and applying at all times the highest professional guidelines and standards applicable to the Services provided as described in a Statement of Work. Contractor is responsible to ensure its employees, agents and any approved sub-contractors conform to the professional guidelines and standards applicable to all Services the Contractor provides under a Statement of Work.

b. Licenses; Permits. Contractor agrees that the Services and all work performed in connection therewith will comply with all applicable laws and regulations. Contractor represents and warrants to NRLT that Contractor (i) has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice Contractor's profession, and (ii) will, at its sole cost and expense, keep in effect all such licenses, permits, qualifications and approvals at all times during the term of this Agreement.

c. Work Commencement and Completion. Prior to NRLT issuing any Statement of Work, NRLT and Contractor will mutually agree to performance timelines and Statement of Work commencement and completion dates. Such dates will be detailed in each Statement of Work. In the event a commencement work date or completion date must be adjusted, Contractor will notify NRLT as to such delay and provide adequate detail supporting the need for a delay as soon as practicable, but no less than 10 days prior to any commencement or completion date, whichever may apply.

d. Construction Contractors. If any of the Services constitute construction services, forestry services, the construction or repair of any physical structures or improvements, and/or, involve the physical manipulation of land, waterways or standing water, then the additional "Construction Terms and Conditions" set forth in Exhibit C hereto will apply to Contractor's performance of the Services. The Parties will denote whether the Construction Terms and Conditions apply on the applicable Statement of Work.

e. Prevailing Wage. The applicable prevailing wage rates of the State of California may apply to this Agreement and the performance of the Services. If prevailing wage requirements apply to the performance of the Services, a prevailing wage addendum, attached hereto as Exhibit D, will be executed together and in connection with the initial Statement of Work executed by Contractor.

5. SUB-CONTRACTING. Contractor shall not delegate any part of this Agreement or any Statement of Work to any other party without first obtaining written consent from NRLT. Consent shall be evidenced by disclosure in the applicable Statement of Work, signed by Contractor and NRLT. NRLT reserves the right to withhold consent for assignment of Contractor's duties to any sub-contractor for any reason. Upon NRLT's request Contractor will provide information regarding a proposed sub-contractor's qualifications and evidence of good standing with relevant licensing entities. Contractor will be responsible for the timing and quality of the performance of sub-contractor's service and payment for services thereof. In no event will NRLT be responsible for any claim or claim for non-payment by a sub-contractor.

6. INDEPENDENT CONTRACTOR RELATIONSHIP. Contractor's relationship with NRLT will be that of an independent contractor and nothing in this Agreement will be construed to create a partnership, joint venture, or employer-employee relationship. Contractor is not an agent of NRLT and is not authorized to make any representation, contract, or commitment on behalf of NRLT without NRLT's prior written consent. Neither Contractor nor its employees will be entitled to any benefits that NRLT may make available to its employees, such as group insurance, profit sharing or retirement benefits. Contractor is solely responsible for all taxes and payments required

by any federal, state or local tax authority with respect to Contractor's performance of the Services and receipt of fees under this Agreement.

7. PROPRIETARY INFORMATION; INTELLECTUAL PROPERTY RIGHTS.

a. **Proprietary Information.** During the term of this Agreement and for three years thereafter that Contractor will take all steps reasonably necessary to hold NRLT and any information pertaining to NRLT's affiliates or subsidiaries' Proprietary Information (defined below) in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining NRLT's express written consent on a case-by-case basis. By way of illustration but not limitation, "Proprietary Information" includes the following information related to NRLT, its affiliates and subsidiaries; (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers, and customers and prospective customers; (c) information regarding the skills and compensation of employees; and (d) personally identifying information ("PII") of employees, landowners, customers, and prospective customers. Notwithstanding other provisions of this Agreement, nothing received by Contractor will be considered to be Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by Contractor from a third party without confidential limitations; (3) it has been independently developed for Contractor by personnel or agents having no access to the Proprietary Information, as evidenced by Contractor's written records; or (4) it was known to Contractor prior to its first receipt from NRLT as evidenced by Contractor's written records.

b. **Third Party Information.** Contractor understands that NRLT has received and will in the future receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on NRLT's part to maintain the confidentiality of such information and use it only for certain limited purposes. Contractor agrees to hold Third Party Information in confidence and not to disclose to anyone (other than NRLT representatives and relevant entities who need to know such information in connection with Contractor's work for NRLT) or to use, except in connection with Contractor's work for NRLT.

c. **Work Made for Hire.** Any work product resulting from a Statement of Work during Contractor's engagement with NRLT shall be considered a "Work Made for Hire," and shall be owned by, and for the express benefit of NRLT, or by the Grantors (defined below) if required by the terms of any Grants. In the event it should be established that such work does not qualify as a Work Made for Hire, Contractor hereby assigns to NRLT (or to the Grantors if required by the terms of any Grants) all right, title, and interest in such work product including, but not limited to, all underlying copyrights and other discrete proprietary rights.

8. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants that (a) Contractor has full right and power to enter into and perform this Agreement without the consent of any third party; (b) Contractor will abide by any and all laws and regulations pertaining to the Services; and (c) neither Work Made for Hire nor any element thereof will infringe the intellectual property rights of any third party.

9. INDEMNIFICATION. Contractor will indemnify, defend, and hold harmless NRLT, the Grantors and their respective officers, affiliates, subsidiaries, directors, employees, and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a negligence of Contractor, its affiliates, subsidiaries, representatives or sub-contractors, or breach or alleged breach of any representation or warranty of Contractor (each, a "Claim"), provided that NRLT gives Contractor written notice of any such Claim. NRLT shall have the right to participate in the defense of any such Claim at its expense. From the date of written notice from NRLT to Contractor of any such Claim, NRLT shall have the right to withhold any payments due Contractor under this Agreement the amount of any defense costs, plus additional reasonable amounts as security for Contractor's obligations under this Section.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL NRLT BE LIABLE TO CONTRACTOR OR ANY THIRD PARTY FOR ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT

LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, OR LOST OR DAMAGED PROPERTY) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY STATEMENT OF WORK OR ANY SERVICES RENDERED HEREUNDER, EVEN IF NRLT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY TO NRLT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED FIVE THOUSAND DOLLARS.

11. REMEDIES. Contractor understands and agrees that NRLT is engaging with Contractor to perform the Services in reliance upon this Agreement and applicable Statement(s) of Work, and Contractor will be responsible to NRLT for any damages or harm caused by any breach or threatened breach of this Agreement. Contractor acknowledges and agrees that a breach of this Agreement may result in irreparable harm to NRLT for which monetary damages alone would not be an adequate remedy. Therefore, NRLT may seek any adequate relief at law or equity, including injunction and specific performance in the event of any breach or threatened breach of this Agreement without the necessity of posting a bond. Any such remedy herein shall be in addition to and not in lieu of any appropriate relief at law or equity.

12. FORCE MAJEURE. If either Party is unable to perform or suffers delay in performance due to any cause beyond its reasonable control, (regardless of whether the cause was foreseeable), including without limitation, acts of God, natural catastrophes, acts or omissions of a government or its agencies or departments, pandemics, labor strikes, lockouts or other disturbances, wars, riots, cyber-attacks, terrorist attacks or difficulties in procuring labor, energy shortages, shortage of suitable parts or materials, computer malfunctions, transportation problems, the time for performance shall be extended by a period equal to the length of time it takes to overcome the effect of the event; provided that (i) a Party shall immediately notify the other Party after becoming aware of any such event, and (ii) the Party impacted by such event shall timely make all reasonable efforts to overcome the effect of the event. If there are force majeure delays exceeding sixty (60) days in the aggregate, NRLT may terminate this Agreement.

13. TERM AND TERMINATION.

a. Term. This Agreement shall commence on the Effective Date until terminated by NRLT or Contractor earlier in accordance with this Agreement. This Agreement may be renewed upon mutual written agreement of the Parties.

b. Termination for Convenience. NRLT may terminate this Agreement and any Statement of Work at its convenience upon ten (10) days' prior written notice to Contractor. Upon termination NRLT agrees to remit to Grantors a reimbursement request for all fees owed for Services performed as of the termination date, and NRLT will pay such fees pursuant to the "Invoicing and Payment" provision set forth in the Statement of Work.

c. Termination for Cause. NRLT may terminate this Agreement immediately in its sole discretion upon Contractor's material breach of any section of this Agreement or failure to perform under a Statement of Work.

d. Effect of Termination. Upon termination of the Agreement, or earlier as requested by NRLT, Contractor will deliver to NRLT any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Work Made for Hire, Third Party Information or Proprietary Information of NRLT. Contractor further agrees that any property situated held by Contractor will be returned to NRLT within 15 days of termination.

14. INSURANCE. Without limiting the remedies or indemnification duties set forth herein, Contractor shall at all times during this Agreement, at its own cost and expense, carry and maintain insurance coverage listing NRLT, the "Grantors" (i.e., collectively, the California Department of Fish and Wildlife, The National Fish and Wildlife Foundation, and Point Reyes Bird Observatory dba Point Blue Conservation Science (and their respective officers, agents and employees)), as additional insureds (excluding Workers' Compensation coverage) as follows:

a. Commercial General Liability insurance covering claims for bodily injury, death, personal injury, property damage (including loss of use) occurring or arising out of any element of performing under this Agreement or a Statement of Work. Such coverage shall include coverage for premises-operation, products, broad form property damage, personal injury and contractual liability with limits not less than: (i) \$1,000,000 each occurrence, (ii) \$2,000,000 General Aggregate, (iii) \$1,000,000 Products and Completed Operations.

b. Workers' Compensation insurance in compliance with state statutory limits as required by Contractor's state of operation, and Employer's Liability for no less than \$1,000,000 for each incident. Such coverage will include coverage for any employee entering into any premises in connection with this Agreement or a Statement of Work, even if such coverage is not required by statute.

c. Comprehensive Auto Liability insurance covering the ownership, operation, and maintenance of all owned and non-owned and hired motor vehicles used in connection with this Agreement or a Statement of Work with limits not less than \$1,000,000 per occurrence for bodily injury and property damage.

d. Excess Umbrella insurance of \$3,000,000 per occurrence, \$3,000,000 annual aggregate in excess of the coverages set forth in Sections 14(a)-(c) if the aggregate fees for the Services are expected to exceed \$2,000,000.

e. General. Such insurance shall be primary to NRLT's insurance and must fully protect the Contractor from any and all claims and risks in connection with any activity performed by the Contractor by virtue of this Agreement. Any required endorsement shall be attached to the certificate or certified as issued on the certificate. All certificates of insurance shall be provided to NRLT prior to commencing the Services. Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by NRLT or the Grantors shall be excess only and not contributing with insurance provided under these policies. Contractor agrees to assume all liability of its subcontractors and/or any other party retained by, or on behalf of the Contractor, to perform the Services, and agrees to waive all rights of subrogation against NRLT, the Grantors and their respective officers, agents and employees. If the policies are terminated for any reason during the term of this Agreement, Contractor shall either purchase replacement policies with retroactive start dates coinciding with or preceding the termination date of the terminating policy or shall purchase an extended reporting provision of at least two years to report claims arising from Services performed during the term of the Agreement. If this Agreement is terminated or not renewed, Contractor shall maintain the policies in effect on the date of termination or non-renewal for a period of not less than two years therefrom. If that policy is terminated for any reason during the two-year period, Contractor shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy. In the event Contractor fails to carry any particular type of insurance required by this Agreement, it shall indemnify and hold harmless NRLT, its agents, and employees from and against any damages, claims, and expenses arising out of or resulting from the Services.

15. GENERAL PROVISIONS.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to any conflict of laws provision. The state and federal courts located in Humboldt County, California shall have exclusive jurisdiction over all suits, claims, and proceedings arising out of or in connection with this Agreement. Contractor agrees to submit to the jurisdiction of said courts and hereby waives all claims to forum non-conveniens. Notwithstanding the foregoing, if any of the Grants expressly require an alternative legal jurisdiction for the adjudication of any disputes, the jurisdiction set forth in such Grants will control.

b. Severability. If a court finds any provision of this Agreement unenforceable as written, then the court shall interpret, modify or strike all or a portion of that provision so as to effect as much of the Parties' agreement and intent as is legally possible. Regardless of the enforceability of any particular provision, other portions of this Agreement shall continue in full force and effect. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, to be enforceable to the extent compatible with the applicable law as it shall then appear as of the Effective Date.

c. Assignment. This Agreement shall inure to the benefit of NRLT's successors and assigns. Contractor may not assign this Agreement or any Statement of Work without NRLT's consent, any such attempted assignment shall be void and of no effect.

d. Notices. All notices, requests, and other communications under this Agreement must be either: in writing mailed by registered or certified mail, postage prepaid and return receipt requested or, e-mailed to Contractor's

primary contact. Notice will be considered to have been given 5 business days after the postmark, or if sent via e-mail, 3 business days after the date stamp noted on such e-mail. The addresses for notice to each Party is set forth on the signature page to this Agreement below.

e. Non-Discrimination. NRLT is an equal opportunity employer and is committed to supporting equitable access to contracts, including with its contractors and subcontractors. Contractor affirms that it is in compliance with all applicable federal, state, and local equal opportunity in employment laws. Contractor shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Contractor shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.), and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Contractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Contractor has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Contractor shall also include the nondiscrimination and compliance provisions of this Agreement in all subcontracts related to the Services.

f. Survival. All sections which, by their nature, are intended to survive the termination of this Agreement, will remain in effect beyond termination, including, but not limited to, Sections 3-11 and 14.

g. Waiver. NRLT's failure to enforce, or inaction in relation to any aspect of this Agreement shall not constitute a waiver by NRLT of any right under this Agreement, nor any other rights or remedies available under law or equity. NRLT shall not be required to give notice to enforce strict adherence to the terms of this Agreement.

h. Entire Agreement. This Agreement, the Contract Documents and their respective exhibits represent the final, complete, and exclusive agreement of the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous understandings or representations, written or oral. All exhibits to this Agreement are deemed incorporated into and a part of this Agreement, provided, however, the Construction Terms and Conditions will only apply if so denoted on a Statement of Work. Neither Party will be deemed the drafting party of this Agreement, and consequently, this Agreement will be construed as a whole, according to its fair meaning and intent, and not strictly for or against either Party. No modification, amendment, nor any waiver of any rights under this Agreement will be effective unless made in writing and signed by authorized representatives of the Parties. The terms of this Agreement will govern all Statements of Work and the Services undertaken by Contractor for NRLT.

i. Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. In the event of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

1. Grants, except with respect to the invoicing and payment terms set forth in a Statement of Work, which will control notwithstanding any contrary provisions in the Grants;
2. Prevailing Wage Addendum (Exhibit D hereto);
3. Change Orders ("Change Orders"), if any;
4. Addenda to the Bid Package ("Addenda", if any);
5. This Agreement;
6. Notice to Proceed;
7. Payment and Performance Bonds, if any;
8. Attachment A to the Bid Package (Log and Slash Procurement Specifications)

9. Notice of Award; and
10. Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project.

[SIGNATURE PAGE FOLLOWS]

ACCEPTED AND AGREED by the following authorized representatives of the Parties.

Northcoast Regional Land Trust:

Contractor:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for notices:

Address for notices:

Northcoast Regional Land Trust

PO Box 398

Bayside, CA 95524

Email: _____

Email: _____

EXHIBIT A

STATEMENT OF WORK NO. [1]

This Statement of Work is subject to the terms and conditions of the Master Contractor Agreement between _____ and NRLT executed on _____ and is incorporated by reference.

Description of Services ("Services"):

Construction Terms and Conditions:

Do the Construction Terms and Conditions (attached as Exhibit C) apply to the Services being performed under this Statement of Work? ____ **YES** ____ **NO**

Rate:

Services:

Expenses:

Invoicing and Payment Terms: NRLT will pay Contractor for completed Services through a reimbursement method in coordination with each grantor of the Grants (each, a "Grantor" and collectively, the "Grantors"). To initiate payment, Contractor will invoice NRLT in arrears for all work performed in the previous invoice period not more frequently than monthly and not less frequently than quarterly. Invoices must specify the dates covered, the time expended, and describe the services rendered by the Contractor. Invoices are to be sent to NRLT electronically to the email address set forth in the signature block in the Agreement and to bookkeeper@ncrlt.org. Within thirty (30) days of invoice receipt, NRLT will review the invoice and, upon NRLT's approval, submit it to the applicable Grantor(s) for reimbursement. Invoices will be payable upon NRLT's receipt of funding from the applicable Grantor and such payment will be made to Contractor within thirty (30) days of NRLT's receipt of such funding. Contractor should be aware that it is expected to take upwards of forty-five (45) days to receive a reimbursement check from Grantor(s) following NRLT's submittal of invoice. Payments made to Contractor will be remitted via check mailed to [INSERT]. Contractor hereby acknowledges that the Grantors are providing funding for the Services under this Agreement pursuant to the Grants and that NRLT does not have control over the time period in which the Grantors review and make payments on reimbursement requests timely made by NRLT.

Retention: For Contractors, a retention fee of five percent (5%) will be withheld from each invoice (collectively, the "Retained Fees"). The Retained Fees will be released to Contractor upon (i) NRLT's confirmation that the Services outlined in the applicable Statement of Work have been adequately completed, and (ii) Contractor's compliance with all applicable prevailing wage requirements, including, without limitation, submission of certified payroll records to the Labor Commissioner of California. If NRLT determines that the Services have not been completed in accordance with the applicable Statement of Work, or if Contractor fails to comply with all applicable prevailing wage requirements, NRLT shall notify

Contractor of any deficiencies. Contractor shall promptly remedy such deficiencies at its sole expense. If Contractor fails to remedy the deficiencies in a timely manner, NRLT may, at its discretion, use the Retained Fees to remedy the deficiencies. If NRLT elects to remedy the deficiencies itself, the Retained Fees will not be owed or paid to Contractor.

Northcoast Regional Land Trust:

Contractor:

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT B

GRANT PASS-THROUGH PROVISIONS

The following pass-through provisions from the Grants apply to Contractor's performance of the Services. The below provisions will apply to Contractor as if Contractor was the "Grantee" or "Subcontractor" as applicable, under the respective Grants. Capitalized terms will have the same meanings as set forth in the applicable Grant.

Pass-through provisions from Grant Agreement WC-2299KM, as amended, dated March 22, 2023, by the State of California, acting by and through the California Wildlife Conservation Board as grantor and Point Blue Conservation Science as grantee, and NRLT as subgrantee under that certain Funding Agreement, dated December 17, 2024 by and between NRLT and Point Blue Conservation Science:

- A. Section 2 – Purpose of the Grant. Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of making a block grant to Grantee to assist Grantee with the project generally described as using the Grant Funds for wildlife habitat restoration projects either to be undertaken by Grantee or through Sub Agreements (defined in Section 8) (Project) on approximately 40,000 acres located in various counties throughout California (Property). The Property is generally shown on the attached Exhibit A - LOCATION MAP.
- B. Section 6 – Grantee's Covenants.
 - a. Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).
 - b. Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor on signs, demonstrations, promotional materials, advertisements, publications, and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on property improved with Grant Funds (Property) referencing the Project shall be subject to the mutual agreement of Grantor, Grantee, and the owners of property enhanced with Project funds (Landowners) regarding text, design, and location and shall display the logo of Grantor.
 - c. No later than thirty (30) days following the Projected Completion Date, Grantee will submit to Grantor for approval one digital copy of a final report of accomplishments, including pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.
 - d. Grantee shall ensure that the Property enhanced with funds provided by Grantor is operated, used and maintained up to January 13, 2038 consistent with the Purposes of Grant and in accordance with the long-term management plan for the Project attached as Exhibit D MANAGEMENT PLAN. Grantee may contract with a Landowner to manage an

individual project on behalf of Grantee, but as between Grantor and Grantee, management will remain the responsibility of Grantee.

- e. Grantee shall cause the Landowners to permit Grantor and their respective members, officers, employees, agents, and representatives to access the Property at least once every twelve (12) months after the date of Grantor's Notice to Proceed through January 13, 2038 for purposes of inspections and/or monitoring. Such access shall be at times reasonably acceptable to the Landowner and Grantor following Grantor's written or verbal request to the Grantee.

C. Section 7 – Breach and Remedies.

- a. In the event of breach of Grantee's obligations under this Agreement, Grantor shall give notice to Grantee describing the breach. If Grantee does not cure the breach described in the Grantor's notice within 90 days after the date of Grantor's notice (or, if the breach cannot reasonably be cured within 90 days, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion), then Grantee shall be in default of this Agreement.
- b. In the event of a default by Grantee before the Project is complete then, in addition to all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because the benefits to Grantor from Grantee's completion of the Project in accordance with this Agreement, as described in Section 2 (Purposes of Grant), are unique and damages would not adequately compensate Grantor for the loss of such benefits.
- c. In the event of a default by Grantee, in addition to all other remedies available at law or in equity, Grantor may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds, including advance payments, that were disbursed in error due to a breach of the Grant terms, including incorrect billing of indirect costs as identified in Section 5.2.
- d. In the event of a default by Grantee, in addition to all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

Formula: Dollar amount of Grant Funds divided by Project Life, times the number of years remaining in the Project Life.

Example: Grantor grants \$50,000 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 15 years. With 10.5 years remaining on the Project Life, the Grantee is in default under the Agreement. The reimbursement amount would be \$35,000, calculated as follows: $(\$50,000 \div 15 \text{ years}) \times 10.5 \text{ years} = \$35,000$. Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

- e. Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.
- f. Waiver of any breach or default by Grantee shall not be deemed to be a waiver of any subsequent breach or default, nor shall it constitute a modification of this Agreement.
- g. Grantee acknowledges that Grantor may deem there to be a breach or default of this Agreement on a Sub Agreement (defined below) level, and that Grantor may exercise its remedies hereunder with respect to any breach on a Sub Agreement level without exercising such remedies as to the whole of the Agreement.

- D. Section 9.1 – Grantee Responsible for Project. While the Grantor undertakes to assist the Grantee with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Grantee. Grantor undertakes no responsibilities to the Grantee, the Landowner, or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of the Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.
- E. Section 9.2 – Contracts. All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies, or other assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over \$10,000 to Grantor prior to commencing work.
- F. Section 9.3 – CEQA. Grantee shall require that all necessary California Environmental Quality Act (CEQA) compliance is completed prior to award of any Sub Agreement or commitment of any Grant Funds to an individual project. Grantee shall provide such CEQA documentation as a deliverable in its reporting to Grantor. In the event there is no identified CEQA lead agency, Grantee's selection of an individual project shall be contingent upon WCB completing CEQA compliance prior to execution of a Sub Agreement or, if there is no Sub Agreement, prior to commitment of any Grant Funds to the project. WCB retains sole and absolute discretion to approve or disapprove a project consistent with its obligations under CEQA when there is no other identified CEQA lead agency. No project may be funded under this Agreement until a lead agency has completed and approved an appropriate CEQA document (i.e. a Notice of Exception or a Notice of Determination filed with the Governor's Office of Planning and Research).
- G. Section 9.4 – Indemnification. To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their respective members, officers, agents, employees and representatives, from and against any and all claims, including lawsuits under CEQA, demands, damages, losses, costs (including attorney' fees), expenses, and liability of any nature (Claims) arising out of incident to the Project, Grantee's entry upon and use of the Property, and the performance of, or failure to observe or perform, any obligations of the Grantee under this Agreement, except Claims arising exclusively from the gross negligence or willful misconduct of Grantor. The obligations of Grantee under this Section 9.4 include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material, or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.
- H. Section 9.6 – Independent Capacity of Grantee; Withholding and Payments. Grantee, its members, officers, directors, employees, agents, and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, officer, agent, employee, or representative of Grantor. Grantee is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state, or local laws.
- I. Section 9.10 – Termination or Suspension of Agreement. At any time before Grantee has broken ground on the Project, Grantor may terminate this Agreement for any reason by providing Grantee not less than 30 days written notice of termination. In addition, Grantor may suspend this

Agreement at any time upon written notice to Grantee. In either case, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor. The Grantor shall be responsible for reasonable and non-refundable obligations or expenses incurred by the Grantee under this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this Agreement. Any notice suspending work under this Agreement shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee.

- J. Section 9.11 – Resolution of Disputes. The State Project Representative is identified the above-referenced grant agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy. If the controversy cannot be resolved between Grantee and the State Project Representative, the Grantee must direct the grievance together with any evidence, in writing, to the Executive Director of the Wildlife Conservation Board. The grievance must state the issues in the dispute, the legal authority or other basis for the Grantee's position and the relief sought. The Executive Director or designee shall meet with a representative of the Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to the Grantee within twenty (20) working days of the conclusion of this meeting.
- K. Section 9.12 – Drug-Free Workplace Certification. By signing this Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a. 9.12.1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b. 9.12.2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about of the following:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation, and employee assistance
 - iv. programs; and,
 - v. penalties that may be imposed upon employees for drug abuse violations.
 - c. 9.12.3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - i. will receive a copy of the company's drug-free policy statement; and,
 - ii. will agree to abide by the terms of the company's statement as a condition of employment on the contract.
 - d. Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future state contracts if the Grantor determines that any of the following has occurred: (1) Grantee has made false certification, or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

- L. Section 9.13 – Union Organizing. By signing this Agreement, the Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:
- a. 9.13.1. No state funds disbursed by this grant will be used to assist, promote, or deter union organizing;
 - b. 9.13.2. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
 - c. 9.13.3. Grantee shall, where state funds are not designated as described in 8.12.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
 - d. 9.13.4. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.
- M. Section 9.16 – Informational Products. All informational products (e.g. data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Geoportal (<https://gis.data.ca.gov>), maintained by the California Department of Technology.
- N. Section 9.17 – Non-Discrimination. During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.), and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement.
- O. Section 9.18 – Executive Order N-6-22 Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts or grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should Grantor determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, which shall be grounds for termination of this Agreement. Grantor shall provide Grantee advance written notice of such termination, allowing Grantee at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of Grantor.
- P. Section 9.19 – Acts Beyond Grantee's Control. Grantee shall promptly notify Grantor if Grantee's performance of this Agreement or any obligations hereunder are prevented, restricted, or

interfered with by reason of any natural cause beyond Grantee's control, including without limitation, fire not caused by Grantee, flood, storm, drought, and earth movement, or any other cause that is reasonably beyond Grantee's control. After notice is provided to Grantor, the Parties will meet and confer to determine the best course of action.

- Q. Section 12.2.4 –Protection of Project. After the Work Term, monitoring, inspection, and/or maintenance activities ("Post-Implementation Activities") shall be conducted during the Post-Implementation Term. The Post-Implementation Term shall commence at the expiration of the Work Term and expire on January 13, 2038. If any part of the Project fails, and the failure is caused by Subgrantee's negligent design, workmanship, or selection of materials, Subgrantee shall reimburse Point Blue for Point Blue's soft and hard costs to cure the failure and to restore the Project, Work, and/or Property to the condition required by the Project Plan. Reimbursement shall be due from Subgrantee immediately upon written demand by Point Blue. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until Point Blue receives it.

Pass-through provisions from Grant Agreement Number Q2496102, dated January 6, 2025, by the State of California, acting by and through The California Department of Fish and Wildlife as grantor and NRLT and grantee:

A. Section 6.03.5 – Subtask 1.1 – Data Management.

- a. Fisheries Monitoring Subcontractor will coordinate data management activities. Grantee, its subcontractors and collaborators shall be responsible for ensuring that data collection, data acquisition, and/or data development activities will incorporate the standards expressed in CDFW's Scientific Integrity Policy (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=154775&inline>) and Scientific Data Governance Policy. Grantee shall submit a Data Management Plan. The CDFW Grant Manager will provide the Data Management Plan form upon Grant execution.
- b. Grantee and its subcontractors and/or collaborators are responsible for ensuring that project data are collected using peer-approved methods, undergo a quality control and accuracy assessment process, include metadata that meet CDFW's minimum standards (<https://www.wildlife.ca.gov/Data/BIOS/Metadata>) and include documentation of the methods and quality assessments utilized, and are properly stored and protected until the Project has been completed and data have been delivered as required under this Grant Agreement.
- c. All scientific data collection efforts are required to include metadata files or records indicating at a minimum:
 - i. Who collected the data;
 - ii. When the data was collected;
 - iii. Where the data was collected;
 - iv. How the data was collected (description of methods and protocols);
 - v. The purposes for which the data was collected;
 - vi. Definitions of variables, fields, codes, and abbreviations used in the data, including units of measure;
 - vii. The terms of any landowner access agreement(s), if applicable;

- viii. References to any related Department permits or regulatory actions;
 - ix. Peer review or statistical consultation documentation; and
 - x. Data licensing and disclaimer language.
 - d. All data and associated metadata collected by or created under this Agreement are a required deliverable of this Agreement. All data deliverables should be budgeted for and included in the Project timeline as a part of this Agreement. A condition of final payment on this Agreement shall include the delivery of all related data assets. Geospatial data must be delivered in an industry-standard geospatial data format where applicable and documented with metadata in accordance with the CDFW Minimum Metadata Standards.
 - e. Data related to observation, occurrence, or distribution of state or federal special status species or California Native Plant Society listed species shall be reported to the California Natural Diversity Database (CNDDDB) using the online field survey form or other digital method.
 - f. Consistent with Fish and Game Code Section 857, subdivision (a), Grantee will obtain written landowner consent for data collection requiring access to private lands. The permission letter must state that Grantor cannot limit the distribution of data collected on private land unless the law specifically exempts such data from disclosure. This provision does not apply to emergencies or to wildlife officers carrying out peace officer duties pursuant to Fish and Game Code Section 857, subdivisions (b) and (c), and other laws.
 - g. For scientific data collection from an Indian Tribe or requiring access to Tribal lands, Grantee will work cooperatively with the specific tribe to develop an agreement with the tribe consistent with the tribal communication and consultation policies established by CDFW Bulletin 2014-07 (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=122905&inline>).
 - h. Grantee will ensure that it protects from improper disclosure any personal or other confidential information that Grantee collects or maintains in the course of implementing the Project. Grantor will acquire, disclose, and use personal information only in ways that are consistent with CDFW's Privacy Policies — including CDFW's Director's Bulletin No. 2008-02 Policy for Protecting the Confidentiality of Personal Data and CDFW Departmental Bulletin No. 2010-04 Protection of Social Security and Other Personal Data — the Information Practices Act (IPA; Civil Code, § 1798 et seq.), Fish and Game Code, California State Administrative Manual Chapter 5300 Information Technology – Office of Information Security, and other applicable laws.
 - i. Water quality data generated by the Project will be collected in a manner that is compatible and consistent with the California Environmental Data Exchange Network (CEDEN, https://www.sfei.org/rdc_tools) (CWC §79704). Grantee shall upload relevant data to CEDEN and provide a receipt of successful data submission, generated by CEDEN, to the CDFW Grant Manager prior to submitting a Final Invoice.
- B. Exhibit 1b – Section 4 - Audit. Subcontractor agrees that CDFW, the Department of Finance, Department of General Services, California State Auditor's Office, or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this agreement. Subcontractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Subcontractor agrees to put a substantially

similar term in any subcontract it executes with another entity related to the performance of this agreement.

- C. Exhibit 1b – Section 5 – Indemnity. Grantee agrees to indemnify, defend, and save harmless the State of California (“State”) and CDFW and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
- D. Exhibit 1b – Section 8 – Non-Discrimination. During the performance of this agreement, Subcontractor shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Subcontractor shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this agreement. Subcontractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Subcontractor has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this section. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.
- E. Exhibit 1b – Section 11– Rights in Data. Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement, are subject to the rights of CDFW as set forth in this Section 11. CDFW shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, CDFW reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

EXHIBIT C

CONSTRUCTION TERMS AND CONDITIONS

1. License and Authorization to Perform Services. Contractor represents it is properly licensed in the State of [REDACTED] with a Contractor License Number of [REDACTED]. Contractor further represents it is authorized to perform work in the locations designated in the Statement of Work. Contractor shall not allow such license to expire or be revoked during the term of this Agreement. In the event of any revocation or expiration of a license Contractor shall immediately notify NRLT and cease all work.
2. Acceptance and Payment Conditions. Contractor's work is subject to acceptance by NRLT evidenced by a notice of completion of inspection by NRLT. To effectuate such approval Contractor will notify NRLT that a Statement of Work has been completed, and if applicable, before and after photos for all service related activities. Such inspection shall be performed within 15 days of work completion, final payment shall not be rendered until Contractor's work has been accepted. Such acceptance may require Contractor to revise or remediate services performed, which Contractor shall complete at Contractor's own expense. In the event NRLT is unable to perform a post-service inspection within such period, NRLT will indicate Contractor is approved to submit an invoice. NRLT reserves the right to request repair or refund of costs to repair any non-complying work so long as such non-compliance is discovered within 180 days of notice of completion of a Statement of Work by Contractor.
3. Insurance. In addition to the insurance requirements set forth in the Agreement, Contractor will maintain the following coverages:
 - a. Employer's Liability in an amount of not less than \$2,000,000 each accident/ \$2,000,000 disease-policy limit/ \$1,000,000 disease each employee.
 - b. Professional Liability in an amount of not less than \$2,000,000 each claim. (Design contracts only).
 - c. All Risk Equipment Floater in the amount of not less than \$2,000,000.

Prior to commencement of any Services, the Contractor shall furnish NRLT with certificates of insurance evidencing the insurance coverage stated above including all requirements set forth in the Agreement.

4. Contract Documents. Contract Documents will have the same meaning as set forth in the Agreement.
5. Time for Completion. Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within <_____> calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

Acknowledged and Agreed:

[Name of Contractor]

By: _____

Name: _____

Title: _____

Northcoast Regional Land Trust:

By: _____

Name: _____

Title: _____

EXHIBIT D

PREVAILING WAGE ADDENDUM

This addendum is attached to the Master Contractor Agreement between _____ and Northcoast Regional Land Trust ("NRLT") dated as of _____ regarding **describe the Services**. If the terms of this addendum conflict with any term of the agreement to which it is attached, the terms of this addendum control.

1. Labor Code Provisions

1.1. Prevailing Wage:

- 1.1.1. The Contractor and all Subcontractors under the Contractor will pay all workers on Services performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, under sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, are determined by Director of the State of California Department of Industrial Relations. Prevailing wage rates are available from the Department of Industrial Relation on the internet at (<http://www.dir.ca.gov>).
- 1.1.2. Contractor will ensure that Contractor and all of Contractor's Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached to this addendum and incorporated herein.
- 1.1.3. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor will post job site notices, as prescribed by regulation. Contractor will comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

1.2. Registration:

- 1.2.1. Contractor will comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records ("CPRs") to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations ("DIR"). Labor Code section 1771.1(a) states the following:

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized

by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

- 1.2.2. Contractor will ensure that Contractor and all “subcontractors” (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the DIR that are set forth in Labor Code section 1725.5. Contractor represents to NRLT that all “subcontractors” (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. Contractor will not permit any Subcontractor to perform Services on the Project, without first verifying the Subcontractor is properly registered with the DIR as required by law, and providing this information in writing to the NRLT. Contractor acknowledges that, for purposes of Labor Code section 1725.5, these Services are a public work to which Labor Code section 1771 applies.

1.3. Hours of Work:

- 1.3.1. ***[Include this sentence only if the Services will have to be done around operating hours:*** Notwithstanding the timing and duration of the Services under the Contract which may subject to NRLT activities and other coordination required for occupied facilities, as provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor will constitute a legal day's work. ***]***The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract on the Services or on any part of the Services contemplated by this Contract will be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as provided below. Notwithstanding the provisions above, Services performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, will be permitted on this public work on compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- 1.3.2. Contractor will keep and will cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Services or any part of the Services contemplated by this Contract. The record will be kept open at all reasonable hours to the inspection of NRLT and to the Division of Labor Standards Enforcement of the DIR.
- 1.3.3. As provided in Labor Code section 1813, Contractor will as a penalty to NRLT forfeit the statutory amount (as of November 2022, twenty five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.
- 1.3.4. Any Services necessary to be performed after regular working hours, or on Sundays or other holidays will be performed without additional expense to NRLT.

1.4. Payroll Records:

- 1.4.1. Contractor and all subcontractors must comply with the compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by DIR. Labor Code section 1771.4 requires Contractor and subcontractors to provide electronic copies of CPRs to the Labor Commissioner of California at least once every 30 days, and within 30 day of project completion, the failure to timely provide the CPRs could result in penalties, as determined by Labor Code section 1771.4, applicable laws, and regulations.
- 1.4.2. In addition to submitting CPR(s) to the Labor Commissioner of California under Labor Code section 1771.4 or any other applicable law, if requested by NRLT, Contractor will provide, and will cause each Subcontractor performing any portion of the Services to provide NRLT, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Services.
- 1.4.3. All CPRs will be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
 - 1.4.3.1. A certified copy of an employee's CPR will be made available for inspection or furnished to the employee or his/her authorized representative on request.
 - 1.4.3.2. CPRs will be made available for inspection or furnished on request to a representative of NRLT, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.
 - 1.4.3.3. The public may request to inspect of copy CPRs, but any public request must be made through NRLT, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public will not be given access to the records at the principal office of Contractor.
- 1.4.4. The form of certification for the CPRs will be as follows:

*I, _____ (Name-Print), the undersigned, am the _____
_____ (Position in business) with the authority to act for and on
behalf of _____ (Name of business and/or Contractor),
certify under penalty of perjury that the records or copies thereof submitted and
consisting of _____ (Description, number of pages) are the
originals or true, full, and correct copies of the originals which depict the payroll
record(s) of actual disbursements by way of cash, check, or whatever form to the
individual or individual named, and (b) we have complied with the requirements
of sections 1771, 1811, and 1815 of the Labor Code for any work performed by
our employees on the Project.*

Date: _____ Signature: _____

(Section 16401 of Title 8 of the California Code of Regulations)

- 1.4.5. Each Contractor will file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.
- 1.4.6. Any copy of records made available for inspection as copies and furnished on request to the public or any public agency by NRLT, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement must be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded this Contract or performing under this Contract may not be marked or obliterated.
- 1.4.7. Contractor will inform NRLT of the location of the CPRs and payroll records, including the street address, city, and county, and will, within five (5) business days, provide a notice of change of location and address.
- 1.4.8. In the event of noncompliance with the requirements of this section, Contractor will have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. If the noncompliance continues after the ten (10) day period, Contractor will, as a penalty to NRLT forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. On the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties will be withheld from progress payments then due.
- 1.4.9. It is the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

1.5. Apprentices:

- 1.5.1. Contractor acknowledges and agrees that, unless this Contract is a contract with the general contractor, or a contract with a specialty contractor not bidding for work through a general or prime contractor, when the contract of the general contractor or the specialty contractor is less than thirty thousand dollars (\$30,000), as specified in Labor Code section 1777.5(o), this Contract is governed by the provisions of Labor Code Section 1777.5. It is the responsibility of Contractor to ensure compliance with this addendum and with Labor Code section 1777.5 for all apprenticeship occupations.
- 1.5.2. Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, will be employed provided they are properly registered in full compliance with the provisions of the Labor Code.
- 1.5.3. Every apprentice, as defined in section 3077 of the Labor Code, will be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and will be employed only at the work of the craft or trade to which she/he is registered.
- 1.5.4. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice must be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

- 1.5.5. Under Labor Code section 1777.5, if that section applies to this Contract as provided above, Contractor and any Subcontractors employing workers in any apprentice-able craft or trade in performing any Services under this Contract will apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Services.
- 1.5.6. Under Labor Code section 1777.5, if that section applies to this Contract as provided above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.
- 1.5.7. If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, on a determination of noncompliance by the Administrator of Apprenticeship, it will be subject to all applicable penalties, including forfeiture as a penalty to NRLT the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions will be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.
- 1.5.8. Contractor and all Subcontractors must comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.
- 1.5.9. Contractor must become fully acquainted with the law regarding apprentices prior to commencement of the Services. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

Signatures Appear on Following Page

Acknowledged and Agreed:

[Name of Contractor]

By: _____

Name: _____

Title: _____

Northcoast Regional Land Trust:

By: _____

Name: _____

Title: _____

See Next Page for Prevailing Wage Certification Form

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT: [PROJECT NAME] between Northcoast Regional Land Trust (the "Trust") and _____ (the "Contractor") (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Services on the Project including, without limitation, the requirement that Contractor and all of its Subcontractors are registered pursuant to Labor Code section 1771, et seq.

Date: _____

Legal Name of Contractor/Subcontractor: _____

Signature: _____

Print Name: _____

Title: _____

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND ALL SUBCONTRACTORS

Attachment C to RFP

Proposal Form

Organizational Information:

Firm/Company Name:	
Type of Organization: (corporation, partnership, individual, joint venture, etc.)	
Contact Name:	
Address:	
City, State, Zip Code:	
Phone:	
Fax:	
Email:	

Instructions:

1. Cost: Unit price per Log and Slash includes all labor, supplies, materials, fuel, equipment, permits, fees, taxes, insurance and incidental costs and expenditures necessary to secure entitlements, harvest (if necessary), transport, and off-load the quantity of material quoted below.
2. Scope: Proposers may bid on all or only some of the items. A bid will not be deemed non-responsive for failure to bid on all items.
3. Multiple Bids: If logs or slash are procured from different sources that affect the unit price, a proposer may attach additional proposal tables using Table A, attached.

For delivery to 2905 Felt Road Eureka, California:

Item	LWD Type	Quantity Needed	Source	Species	Quantity to be Furnished	Price per Unit
A:	30' long Log with Root Wad Attached	120		Douglas Fir or Coastal Redwood		\$
B:	30' long Log with No Root Wad	124		Douglas Fir or Coastal Redwood		\$
C:	Slash	70 CY		Douglas Fir or Coastal Redwood		\$

Subcontractors:

Proposers shall identify all subcontractors they intend to use for delivery and off-loading of items. For each subcontractor listed, proposers shall indicate (1) what services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform, calculated by the percent of the overall bid price. For example, if proposer is quoting \$1 per unit for 100 units total, and proposer will be subcontracting \$10 of the scope of work to subcontractor A, proposer would indicate 10% of the work is to be subcontracted to subcontractor A. For licensed trades, proposers shall indicate the subcontractor's license number.

Subcontractor Name	Work to be performed	% Overall Scope of Work by Bid Price

Warranties:

The proposer warrants that the items to be provided will be obtained and transported in compliance with all applicable Federal, State and local laws, regulations, rules, and orders.

Any person executing this proposal on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this proposal on behalf of the proposer.

Signature

Title

Date

Proposal Form

Table A

(Additional LWD Source(s))

Firm/Company Name: _____

For delivery to 2905 Felt Rd Eureka, California:

Item	LWD Type	Quantity Needed	Source	Species	Quantity to be Furnished	Price per Unit
A:	30' long Log with Root Wad Attached	120		Douglas Fir or Coastal Redwood		\$
B:	30' long Log with No Root Wad	124		Douglas Fir or Coastal Redwood		\$
C:	Slash	70 CY		Douglas Fir or Coastal Redwood		\$

Log and Slash Delivery, Off-Load, and Stockpile Location Map

