



MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

REQUEST FOR WRITTEN BID

Date: August 14, 2017

Project Name: **Eucalyptus Removal at Woods Trail**

Please transmit your written bid on or before **12:00 p.m., August 30, 2017** to the Midpeninsula Regional Open Space District at:

Attention: Coty Sifuentes
Midpeninsula Regional Open Space District
330 Distel Circle Los Altos, CA 94022
(650) 691-1200
csifuentes@openspace.org

There is an optional pre-bid meeting and site visit. The site visit is scheduled for 1:00 p.m. on August 24, 2017. Mandatory Reservation Required: RSVP to Lupe Hernandez at 650-691-1200 or via email at lhernandez@openspace.org by 12:00 p.m. on August 23, 2017 to receive directions to the meeting location and notice of any weather delays or changes.

Location: The project is located in the Sierra Azul Open Space Preserve in Santa Clara County, approximately 9.0 miles from Los Gatos, CA. The Project site is 1.5 miles west of the Woods Trail trailhead (Hicks Road and Mt. Umunhum Road) via an unpaved road.

Scope of Work:

The purpose of this project is to provide exotic tree management at Sierra Azul Open Space Preserve. The scope of work shall include tree removal by sectional or directional felling followed up by a stump cut herbicide treatment.

Bidders must have:

- Prior experience felling trees using directional or sectional felling techniques,
- Prior experience chipping tree biomass,
- Prior experience avoiding non-target plants, sensitive species, and water,
- Ability to perform work in a timely manner within the anticipated project schedule.

District staff will be inspecting contractor's work performance and adherence to contract conditions at various times during and after treatment.

Access is via unpaved road on the preserve. Poison oak and stinging insects are abundant throughout the Preserve.

All work associated with contract tasks, such as but not limited to preparation of herbicides and adjuvants, filling up with water, preparation of necessary equipment and labor, travel to and from work site, posting and removing Herbicide Notification Signs, and submitting necessary pesticide reports to the county are included in the rate items of the base bid.

Treatment must be completed by October 20, 2017. Contractor must notify the IPM Coordinator at least 7 calendar days prior to first treatment.

Environmental Protection Measures

Exclusionary Fencing of Wetland: Contractor is to install 4’ high orange safety fencing around the wetland area within the project site, approximately 70’, prior to any work commencing on site. Support post for fencing can be no more than 10’ apart. Once all on-site work has been completed, contractor will remove all exclusionary fencing material and remove from site.

Native Plant Species: Selected plant species have been flagged by District staff and contractor should avoid.

Brush cutting of Project Staging Area

Project Staging Area shall be brush cut to reduce fire potential and spread of invasive species. Brush cutting of all vegetation, excluding flagged species, shall be at a minimum within three (3) inches of the ground. Brush cut area is approximately 14,000 square feet (1/3 acre).

Eucalyptus Treatment

Selected trees (Table 1) are to be felled by sectional or directional felling techniques or treated with Continuous Frill cut. During felling operations (Trees #1, 4, and 5), contractor is required to station two (2) Safety Personnel on Woods Trail at Project Boundary as shown on Project Map (Attachment 2). During felling of trees, Safety Personnel will temporarily close the trail to all visitors.

Table 1: Woods Trail Initial Eucalyptus Treatment

Tree #	Species	Method	# of Trunks	DBH	Height
1	Eucalyptus globulus	Flush Cut Stump	1	45	75
2	Eucalyptus globulus	Continuous Frill	1	66	70
3	Eucalyptus globulus	Continuous Frill	1	67	80
4	Eucalyptus globulus	Flush Cut Stump	multiple	0.5 to 24	60
5	Eucalyptus globulus	Flush Cut Stump	2	10, 12	50

For trees that are to be sectional or directional felled (Trees #1,4,5), stumps are to be no more than 6” above ground level and cut to ground contour. All Eucalyptus stumps must be treated to limit the trees from re-sprouting. At the discretion of the contractor, treatment options include:

- Herbicide
An application of Roundup ProMax in accordance with the District’s Pest Control Recommendation (see Attachment 4). Application of herbicide must be completed within 10 minutes of the stump being cut. A QAC/QAL must be on-site during the application.
- Grind
Stump grinding must be to at least 6” below ground level
- Cover
Cover stump with black 10 ml landscape plastic and fixed to the ground using landscape staples with at least a three (3) foot radius apron.

For trees that are to be continuous Frill treatment (Trees #2, 3), apply at least 1 ml of Roundup ProMax per 2 inches of trunk per the Roundup ProMax label.

Eucalyptus re-sprout (approximately 20) are found throughout the site. Contractor will cut and treat with
Page 2, Eucalyptus Removal at Woods Trail Request for Bid

herbicide within 10 minutes.

Woody Material

No woody material (including wood chips) may be deposited into the excluded wetland area. Wood chips may be left on site if spread throughout the forested project area; wood chips can be no more than 3” deep. All tree material up to 12” in diameter must be cut and scattered in length no greater than 5’. Material greater than 12” in diameter must be bucked in to lengths no longer than 3’ and scattered in the forested project area.

Reporting

Contractor will report amount of herbicide concentrate used in ounces and number of hours performed per activity (i.e. chainsaw use, chipper, brush cutting) to the District IPM Coordinator via e-mail to csifuentes@openspace.org.

Use of Herbicide

The use of herbicides shall be consistent with the District’s current IPM Program. Reference to the District’s IPM Program, including the IPM Guidance Manual, the IPM Environmental Impact Report, and the Annual IPM Report can be made at <https://www.openspace.org/our-work/projects/integrated-pest-management>.

Contractor must be a Licensed Pest Control Business for the State of California, QAC/QAL Categories: B (Landscape Maintenance), C (Right of Way), or E (Forestry). Contractor must register as a Pest Control Business with the Santa Clara County Agriculture Commission.

All herbicide use shall be consistent with the District’s annual Pest Control Recommendation. Pest Control Recommendation is provided in Attachment 4.

Contractor shall provide all spray equipment, herbicide, adjuvant, and dye necessary to complete all herbicide tasks under this Scope of Work. Blazon Colorant or equivalent shall be used to mark where spraying has occurred and avoid missing target area on stumps or over spraying.

Contractor shall be fully qualified to apply herbicides in remote locations by cut-stump treatment methods.

Contractor will follow all herbicide label requirements, and take all industry-accepted precautions to protect the environment, including but not limited to not spraying in sensitive areas, avoiding weather conditions that might result in drift, and avoiding native plant species. Contractor shall notify the District immediately in the event of any spillage of herbicides. Contractor should immediately notify the District of any unexpected conditions encountered during the work such as the discovery of special status species or cultural resources on site.

Contractor shall implement all required public and employee safety standards regarding storage, mixing, transportation, disposal and proper use of herbicides.

Contractor shall report monthly pesticide use (including non-use) to the Santa Clara Counties Department of Agriculture and to the District’s IPM Coordinator.

Prior to spraying herbicide, Contractor shall be responsible for posting herbicide notification signs. Signs shall be posted no later than 24 hours and no earlier than 7 days prior to the start of each treatment at the entryway to the revegetation site and at any additional trails or roads intersecting the treatment area, and shall remain in place at least 72 hours after completion of spraying, but no later than 7 days after treatment has ended. Blank herbicide notification signs and sign stands will be provided by the District. Contractor shall notify District IPM Coordinator no later than 24 hours after installing or removing herbicide notification signs.

Unit Pricing

Unit pricing will be utilized at the sole discretion of the District to perform additional vegetation management activities.

Aged on-site Eucalyptus logs: Cut and scatter approximately 30 aged trunks (dbh of 12” to 36” with an estimated average of 24”, length 6’ to 20’) cut from prior vegetation management located within the project area. Logs must be bucked in to lengths no longer than 3’ and scattered in the forested project area.

ANTICIPATED PROJECT SCHEDULE

August 24, 2017	Optional Pre-Bid Tour
August 30, 2017	Deadline to Submit Bid
September 18, 2017	Notice to Proceed; Pre-Construction meeting (can be scheduled earlier if Contractor submittals received early)
October 20, 2017	Construction Completion Deadline

INSURANCE REQUIREMENTS:

- Workers Compensation (Statutory)
- Commercial General Liability, including coverage for Bodily Injury and Property Damage with limits no less than \$1,000,000.00 per occurrence and \$2,000,000 Aggregate with Additional Insured Endorsement using the following language: “Midpeninsula Regional Open Space District, its officers, agents and employees are included as additional insured on all policies except Workers Compensation.”
- Business Automobile Liability coverage including owned, non-owned and hired vehicles with limits of no less than \$1,000,000.00 per occurrence.

PREVAILING WAGE

Contractor shall pay all workers California prevailing wages for each trade or classification on the job during the term of this project. These rates include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and apprenticeship or training. Prevailing wage information can be found at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Contractors and subcontractors listed on bid proposals must be registered with the California Department of Industrial Relations (DIR) in order to be eligible to work on public works projects (Cal. Lab. Code §§ 1725.5, 1771.1). Work performed on public works projects is subject to compliance monitoring and enforcement by the DIR. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner. More information can be found at the following website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

INSTRUCTIONS TO BIDDERS

Please make requests for clarification or interpretation to **Coty Sifuentes, IPM Coordinator** at **csifuentes@openspace.org** or at the above address for receipt of Bids. Submit the enclosed Bid Form on or before **12:00 p.m., August 30, 2017** with all blanks completed legibly in ink or typewritten. The District may waive minor irregularities or may reject any or all Bids.

ATTACHMENTS:

1. Bid Form
2. Project Site Map
3. District Level 3 Agreement Template
4. District Pest Control Recommendation
5. District Best Management Practices

BID FORM

Project: Eucalyptus Removal at Woods Trail

Bid to:

Midpeninsula Regional Open Space District
330 Distel Circle Los Altos, CA 94022
(650) 691-1200
Attention: Coty Sifuentes
csifuentes@openspace.org

1. BASE BID

Bid Proposal will be evaluated based on **Total Base Bid**. District may opt to award additional work based on unit pricing submitted herein.

Qualifications Checklist:

Prospective Bidders must check each box to certify that the statement is true.

Firm has...

- Prior experience felling trees using directional or sectional felling techniques,
- Prior experience chipping tree biomass,
- Prior experience avoiding non-target plants, sensitive species, and water,
- Ability to perform work in a timely manner within the anticipated project schedule.

Based upon that review, the undersigned proposes to furnish all labor, materials, services, and equipment required to complete the Work for the following amount:

Bid Item	Activity	Specifics	Lump Sum
1	Exclusionary Fencing	Approximately 70' feet	\$_____
2	Brush Cutting	Staging Area, approximately 14,000 square feet (1/3 acre)	\$_____
3	Safety Personnel	2 person required during felling of trees	\$_____
4.1	Felling and Treatment of Eucalyptus	Tree #1, 45" dbh, 75' height	\$_____
4.2	Continuous Frill	Tree #2, 66" dbh	\$_____
4.3		Tree #3, 67" dbh	\$_____
4.4	Felling and Treatment of Eucalyptus	Tree #4, 0.5" to 24" dbh, 60' height	\$_____
4.5		Tree #5, 10" and 12" dbh 50' height	\$_____
4.6	Eucalyptus Re-sprout Treatment	Approximately 20	\$_____
5	Cut and Scatter of Woody Material	Trees #1, 4, 5	\$_____
6	Reporting	Report all work activities	\$_____
Total Base Bid (Bid Items 1-6)			\$_____

IMPORTANT NOTE: All work associated with treatment of vegetation, such as, but not limited to preparation of herbicides and adjuvants, preparation of necessary equipment and labor, travel to and from work site, posting and removing Herbicide Notification Signs, and submitting necessary pesticide reports to the county are assumed to be included in the rate items of the base bid.

UNIT PRICES

Unit Prices shall be used for adding or deleting work at the sole discretion of the District Representative, and may be exercised at any time during the execution of the Work. Unit pricing shall be utilized to complete additional on site within the preserve.

Option No.	Description of Item	Memo	Unit Price
1	Aged on-site Eucalyptus logs - Cut and scatter	Lump Sum	\$_____

BIDDER'S SIGNATURE

Bidder's Signature

Print Name

CALIFORNIA CONTRACTOR'S LICENSE(S):

TYPE OF LICENSE: _____

LICENSE NUMBER: _____

EXPIRATION DATE: _____

DIR REGISTRATION NUMBER: _____

REFERENCES:

List three recently (within last 5 years) completed jobs of comparable scope, the contract amount, names, and telephone numbers of contract officers.

1. Job/Project Name:

Owner: _____ Year: _____

Contract Amt \$ _____

Contact Name _____ Phone _____

Project Description

2. Job/Project Name:

Owner: _____ Year: _____

Contract Amt \$ _____

Contact Name _____ Phone _____

Project Description

3. Job/Project Name:

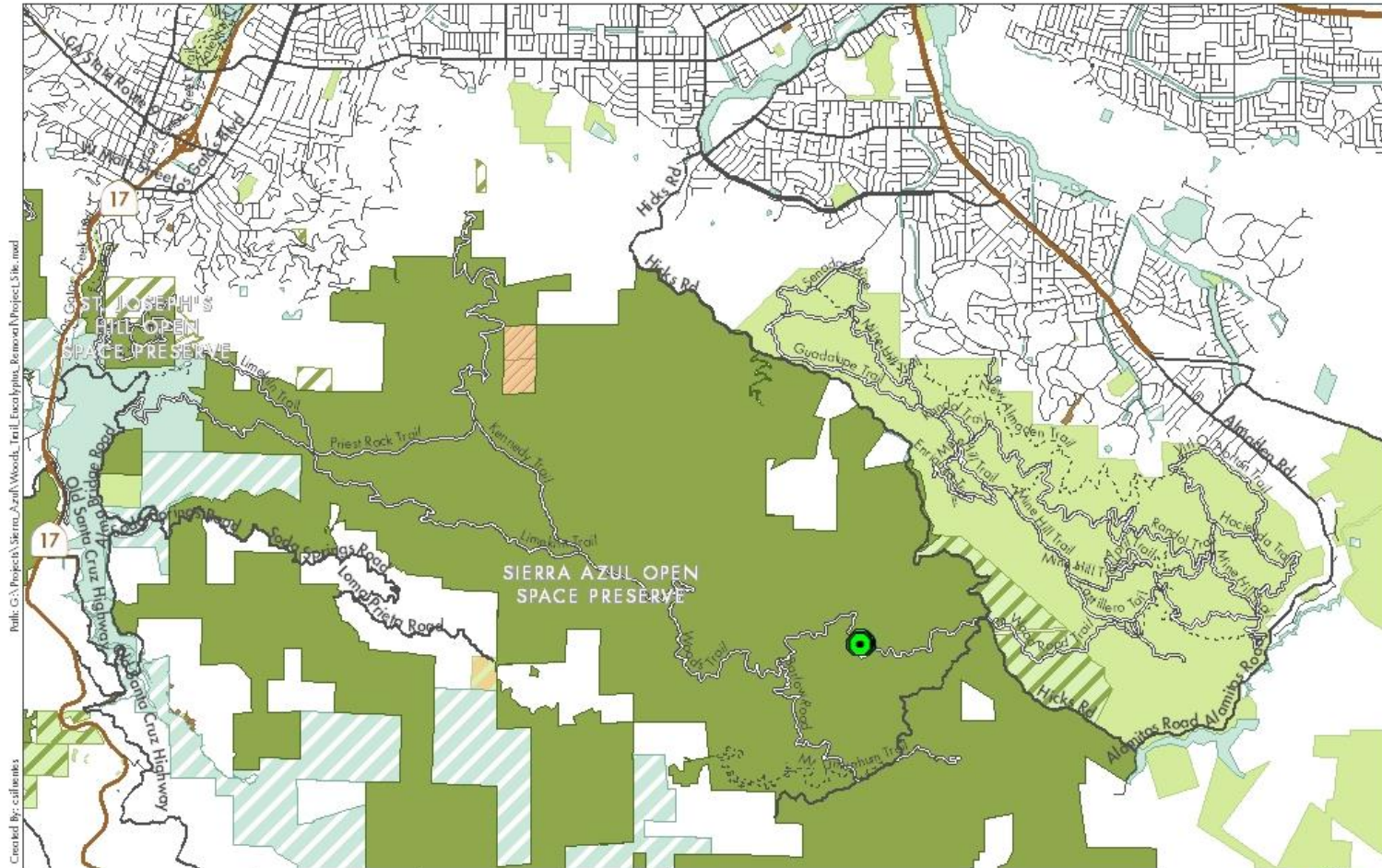
Owner: _____ Year: _____

Contract Amt \$ _____

Contact Name _____ Phone _____


Project Description _____

Attachment 2



Path: G:\Projects\Sierra_Azul\Woods_Trail_Eucalyptus_Removal\Project_Site.mxd
 Created By: callawentes

Eucalyptus Removal at Woods Trail

-  Project Location

Midpeninsula Regional
Open Space District
(MROSD)
August 2017



While the District strives to use the best available digital data, these data do not represent a legal survey and are merely a graphic illustration of geographic features.



Eucalyptus Removal at Woods Trail

-  Placemarks
-  Wetland Exclusionary Fence
-  Staging Area
-  Project Boundary

Midpeninsula Regional
Open Space District
(MROSD)
August 2017



While the District strives to use the best available digital data, these data do not represent a legal survey and are merely a graphic illustration of geographic features.

**LEVEL THREE
CONTRACT INFORMATION SHEET**

1. Name of Project: [Click here to enter text.](#)
2. Project Description: [Click here to enter text.](#)
3. Working Days to Complete: [Click here to enter text.](#)
4. License(s): [Click here to enter text.](#)
5. District Representative: [Click here to enter text.](#)

Project: [Click here to enter text](#)

[Click here to enter text](#) **Open Space Preserve**

[Click here to enter text](#) **County, California**

Date: [Click here to enter text](#)

**AGREEMENT
Level Three**

1. **Project Name:** [Click here to enter text.](#)

2. Parties.

District: Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022-1404
(650) 691-1200
(650) 691-0485 (facsimile)

Contractor: [Click here to enter text.](#)

[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)

3. Scope of Work.

Contractor agrees to furnish all labor, materials, services, and equipment necessary to accomplish the following project as more specifically set forth herein (the "Work"):

[Attached hereto as **Exhibit A-** **[NOTE: Consider attaching contractor's written estimate]**]

[Click here to enter text.](#)

4. Contract Price:

Upon issuance of the Notice of Completion by District Representative, District agrees to pay Contractor, as full compensation for the Work, the sum of [\\$Click here to enter text.](#) Any additional charges related to unforeseen repairs in an amount not exceeding [\\$Click here to enter text](#) shall be approved in advance by District Representative. Including contingency amounts (if any) the total not to exceed amount of this contract is [\\$Click here to enter text.](#) Partial payment shall not constitute final Acceptance of any Work or relieve Contractor of any obligations hereunder.

5. Term.

The Term of this Agreement shall commence on the execution hereof by District and shall end upon issuance of the Notice of Completion of the Work by District except if the Agreement is terminated pursuant to Paragraph 24 below.

6. Beginning and Completion of Work.

Time is of the essence to this Agreement. Contractor shall provide District Representative with evidence of all required certificates and licenses within fourteen (14) calendar days of the commencement of the Term of this Agreement. Contractor agrees that the Work shall be fully completed to District Representative's satisfaction within [Click here to enter text.](#) working days from the date of issuance of a written Notice to Proceed. Contractor shall not start any work until such Notice is issued. Working days shall mean every day except Saturday, Sunday, and District recognized holidays.

7. Liquidated Damages.

If the Contractor fails to complete the work within the specified time plus any extensions thereof, the Contractor shall become liable to the District, as liquidated damages, the sum of \$500.00 for each calendar day beyond the time specified above, the actual damage incurred being difficult to calculate and the parties hereby agree that this is a fair and reasonable approximation. Nothing in this Paragraph shall be construed so as to preclude District from recovery of damages for causes other than delay by Contractor.

8. Insurance and Bonds.

A. General Insurance Requirements.

- (a) Contractor shall provide, and keep in full force and effect during the Term of this Agreement, at Contractor's sole cost and expense, policies of insurance with companies licensed to do business in the State of California that are acceptable to District for the Coverages as more particularly set forth below. Contractor shall keep all required policies in full force and effect until final acceptance of the Work by District.
- (b) Contractor shall, within fourteen (14) calendar days of the commencement of the Term hereof, supply District with an acceptable Certificate of Insurance. An authorized insurance agent or broker must complete, execute and provide District with a Certificate of Insurance (ACORD 25-S, or a successor or comparable form, subject to prior approval by District) before a *Notice to Proceed* may issue. District reserves the right to cancel the contract if these requirements are not met within 30 calendar days following the commencement of the Term hereof.
- (c) The General and Automobile Liability policies must be endorsed to name District as an additional insured and must be on a primary non-contributing basis in relationship to any other insurance available to District. All policies

taken out by Contractor insuring work and materials supplied must list District as an additional insured and be payable to Contractor and District.

- (d) All policies shall contain a provision that they shall not be canceled or materially changed without thirty (30) calendar days' prior written notice to District. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Contractor to furnish the required insurance during the term of the Agreement.

B. Specific Insurance Requirements.

- (a) *Workers' Compensation Employer's Liability* coverage as required by statute, in full compliance with California Labor Code §3700, and containing a waiver of subrogation in favor of District. Contractor hereby acknowledges having read and understood the provisions of the California Labor Code §3700, which require every employer to be insured against liability for workers' compensation or that they undertake self-insurance in accordance with the provisions of that code, and Contractor agrees to comply with such provisions before commencing the Work. Contractor has executed the Labor Code §1861 Certificate (Exhibit 3), attached hereto and incorporated herein.

- (b) *Comprehensive or Commercial General Liability*, including coverage for Bodily Injury and Property Damage with limits no less than **\$1,000,000.00** per occurrence and **\$2,000,000.00** aggregate for all covered losses.

- (c) *Business Automobile Liability* insurance with coverage evidencing "any auto" and with limits of no less than **\$1,000,000.00** per occurrence.

C. Subcontractor(s) Insurance Requirements. Contractor shall either require each subcontractor to procure and maintain during the life of its subcontract all insurance of the type and in the amounts specified above or insure the activities of subcontractor(s) under its own policy or policies.

D. Performance and Payment Bonds. If the Contract Price specified in Paragraph 4 exceeds \$25,000, Contractor shall furnish a Performance Bond (Exhibit 2) in the amount of the Contract price, guaranteeing the faithful performance of the Contract, and a Payment Bond (Exhibit 1) in the amount of the Contract price, guaranteeing the payment of claims of

subcontractors, suppliers of materials or labor, and others. Bonds shall be in a form specified by District, with admitted Sureties approved by District.

9. Change Orders.

The District reserves the right to require alterations, additions to and/or deletions from the work. If the District Representative determines that a change ordered by the District causes an increase or decrease in the Contractor's costs or time required for completing the Contract, appropriate adjustments to the Contract price and/or time shall be made. The Contractor shall not be entitled to any compensation for extra work or time to finish the Contract without a written directive from the District Representative. Failure to agree on an adjustment of the Contract price or time extension shall not excuse the Contractor from proceeding with the work as changed.

10. Indemnification.

- A. Contractor agrees to indemnify, hold harmless, defend and protect the District, its officers, directors, agents and employees from any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including all reasonable attorney's fees), penalties, judgments or obligations whatsoever in connection with any injury, death, or damage to any person or property or pecuniary or monetary loss that results from, arises out of, or in any way relates to the activities of the Contractor both on and off the project, including but not limited to claims related to the presence, use or disposal of hazardous materials, except for injury or damage resulting from the sole negligence or willful misconduct of the District and such obligation shall survive the termination of this Agreement as to any matter arising from Contractor's performance of the Work.

- B. In the event a claim is made against the District, its officers, directors, agents and/or employees or they and/or the District is named a co-defendant in any action concerning the Contract, the Contractor shall immediately notify the District. The District may retain legal counsel at the Contractor's sole expense and the Contractor shall reimburse the District for all legal expenses, including reasonable attorney's fees, expended in representing the District.

- C. In the event that an apportionment of liability between the District and the Contractor is made by the judge in a court of competent jurisdiction, neither the District nor the

Contractor shall request that apportionment of liability be determined by a jury. The Contractor shall be responsible to indemnify and hold harmless the District as set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of the District.

D. The Contractor hereby waives all claims and recourse against the District, including the right of contribution for loss or damage to property, and hereby releases the District from any liability related to or in any way connected to the Contractor's activities or the Contractor's use of the project site, premises or facilities.

E. The Contractor and its subcontractors shall have sole responsibility for the safety of their equipment, property and personnel (including, but not limited to, employees, agents, officers) from any and all injuries, death or damages.

11. Licensing.

Under California Business and Professions Code §7000 through § 7145, commonly known as the "Contractor's License Law", Contractor must possess an appropriate license that is current and valid at the commencement of and throughout the Term of this Agreement. The License required for this Agreement is [Click here to enter text.](#)

12. District Representative.

During the Term of this Agreement, District shall be represented by the person designated as District Representative executing this Agreement, unless and until Contractor is provided with written notice of the designation of a different District Representative. Disputes or claims between the Contractor and the District arising from this Agreement shall be governed by the claims resolution procedures of California Public Contract Code sections 9204 and 20104 et seq.

13. Prevailing Wages.

A. As required by law, the Contractor shall pay all workers California prevailing wages for each trade or classification on the job during the term of this Agreement. These rates include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and apprenticeship or training. Copies of the prevailing wages are on file at the District Administrative Office, 330 Distel Circle, Los Altos, CA 94022 and available online at www.dir.ca.gov/dlsr.

B. Contractors and subcontractors must be registered with the California Department of Industrial Relations (DIR) for eligibility to work on public works projects (Cal. Lab. Code §§ 1725.5, 1771.1). Work performed under this contract is subject to compliance monitoring and enforcement by the DIR. Contractor is solely responsible for posting job site notices in compliance with the California Labor Code and Title 8 California Code of Regulations. Contractor shall make payroll records available pursuant to California Labor Code §§ 1771.4 and 1776.

14. Equal Employment and Affirmative Action.

Contractor and its subcontractors will comply with all applicable equal employment opportunity and affirmative action laws throughout the term of this Agreement.

15. Examination of Site and Contract Documents.

This Agreement including attachments is the entire contract between the parties, represents the entire integrated agreement between them and supersedes all prior negotiations, representations and agreements, whether written or oral. By signing this Agreement, Contractor acknowledges having examined the work site, determined any site variations that affect the bid, and investigated the conditions of existing clearance, restrictions or limitations that affect access to the work. Contractor's failure to do any of the above shall not become a basis for a claim to additional monies or for an extension of time for performance hereunder. No allowance shall be made on behalf of the Contractor due to neglect, failure or error in acquainting itself with the project or any and all of the Contract Documents.

16. Water And Air Pollution; Environmental Protection; Erosion Control.

A. Water Pollution.

- (a) The Contractor shall exercise every precaution to protect streams and bodies of water from pollution by fuels, oils, salts or other hazardous materials as defined herein. The Contractor shall minimize muddying and silting of any stream or body of water. The Contractor shall, at the District Representative's direction, perform work in small units or use modified construction procedures when necessary, to provide effective water pollution control. Prevent any construction equipment, material, and debris from falling, landing, or reaching an adjacent creek drainage.
- (b) At the pre-construction meeting, the Contractor shall submit to the District Representative in writing, a program to control water pollution. The Contractor shall provide, at no cost to the District, temporary dikes, basins,

ditches, straw, seed, or other appropriate device, when, in the opinion of the District Representative, they become necessary as a result of the Contractor's operations. The District Representative may require the Contractor to revise project operations and the Work Schedule at no additional cost to the District if the Contractor's water pollution control measures are ineffective.

B. *Dust Control*. The Contractor shall control dust resulting from the Contractor's performance of the Work either by applying water or a dust palliative without additional costs to the District. Use temporary enclosures, coverings and water sprinkling, or combinations thereof, as necessary to limit dust to lowest practicable level, consistent with the project's Erosion Control and Pollution Prevention Plan, except do not use water to the extent that it causes flooding, erosion, or contaminated runoff. District Representative has full authority to suspend work wholly or in part should the Contractor fail to perform to the satisfaction of the District Representative.

C. *Sudden Oak Death (SOD) Precautions*. Prior to the start of construction work, the Construction Superintendent shall inform construction personnel that they are working in a potential SOD-infested area, the implications of the disease, and the need to prevent further disease spread. Non-English speaking personnel shall be provided the appropriate written or verbal translations. To the extent practical, avoid locating equipment and material near host plants and trees, especially if showing disease symptoms. Route all equipment away from host plants and trees, especially if they exhibit any disease symptoms. No plants, trees, soil, duff, or other natural on-site material shall be removed from the Preserve without prior approval from the District Representative. Any cutting or chipping of on-site plant material shall be restricted to the project area and the debris shall remain in the project area. After completing any cutting or chipping of on-site plant material, ensure that the equipment is free from host debris by first removing any visible plant material that clings to the equipment and follow with the cutting or chipping of non-host material. Before any equipment or vehicles leave the Preserve, the contractor shall inspect the equipment and vehicles for host plant debris (leaves, twigs, and branches). Host plant debris must be removed from equipment and vehicles prior to their departure.

D. *Mud.* If conditions at the Work site are muddy due to dust suppression activities or summer rains, remove or wash off accumulations of soil, mud, and organic debris from shoes, boots, vehicles, and heavy equipment prior to exiting the Preserve. If an equipment power wash station is used, its location must first be approved by the District Representative.

E. *Wildlife* Construction workers shall be instructed not to disturb or feed wildlife.

F. *Noise.* The District Representative shall decide on the adequacy of provision and maintenance of noise reduction equipment. When so instructed in writing by the District Representative, the Contractor shall immediately withdraw any item of plant or equipment from service and carry out all necessary additions, replacements or repairs to the noise reduction equipment to the satisfaction of the District Representative.

17. Protection of Historic Resources and Human Remains.

Contractor shall, during all Work, be alert for indicators of historic resources (i.e., bivalve shells or fragments, stone tools, old china objects or fragments, old glass objects or fragments, old foundations and old privy deposits) and human remains. If such indicators are uncovered, all work within 50 feet shall be halted, and the District Representative immediately notified. District will have the find evaluated by the proper authorities or professionals. Only the balance of that workday shall be compensated by District if Contractor cannot perform work elsewhere on the project. Recommendations from the qualified authorities or professionals may result in a change of work and a change order may be issued.

18. Protection of Work and Property

Contractor shall protect from damage or loss the Work and any existing District or other private or public improvements or properties, including but not limited to vegetation, pathways, roadways, structures and utilities not designated for removal. When Contractor is working in or around existing vegetation, Contractor shall provide protective devices and take all reasonable measure to preserve vegetation that is to remain. Particular care shall be taken not to debark trees, break limbs, or cause damage to root systems. Contractor shall make good any such damage or loss to the satisfaction of the District Representative or owner, at no cost to the District.

19. Safety and Public Convenience.

Contractor shall be responsible for initiating, maintaining and supervising suitable safety precautions and programs. All Work shall conform to the requirements of the California Administrative Code, Title 8, Industrial Relations, Division of Industrial Safety. Contractor alone shall be responsible for responding to and final satisfaction of any and all claims of personal injury or property damage, and for the violation of any safety or health laws, statues, ordinances or

regulations. Contractor shall at all times ensure the least possible obstruction to traffic and other inconvenience to the general public.

20. Project Cleanliness.

Contractor shall keep the project and surrounding area free from accumulations of waste material and rubbish generated by the Work or by employees and subcontractors. Contractor shall remove daily all rubbish, tools, equipment and surplus materials leaving the work "broom clean" at the completion of each day, unless a different nature of cleanup or repair is specified elsewhere in this Agreement. In case of dispute between the Contractor and any other contractors as to the responsibility for removal of rubbish, District may remove the disputed materials and charge the cost, or portions thereof, to the Contractor or to such other contractor or contractors as the District Representative determines to be fair and reasonable.

21. Fire Hazards and Prevention.

Contractor shall be responsible for any fire ignited by the Contractor, employees, subcontractors, or equipment. Employees shall not be allowed to start fires. No open flames shall be permitted. Contractor shall take all necessary precautions to guard against and eliminate fire hazards that could cause damage to the Work, building materials, equipment, whether public or private property, including grassland, brush and trees. Fire hydrants shall be kept accessible to fire-fighting equipment at all times.

22. Final Inspection and Acceptance of Work; Punch List.

When the Work is complete, Contractor shall request District Representative to make a final inspection of the Work. District shall make the final inspection within ten (10) calendar days of such request. If District determines that the Work has been completed and is acceptable, the District Representative shall formally accept the work in writing. Upon acceptance, Contractor shall be relieved of maintaining and protecting the work unless specified otherwise. If the District determines that the Work is not complete or is unacceptable, Contractor shall be notified in writing of the deficiencies and Contractor shall again initiate the procedure for final inspection after such deficiencies are corrected.

23. Notice.

Any notice required or desired to be given under this Agreement shall be in writing and shall be personally served or, in lieu of personal service, may be given by (i) depositing such notice in the United States mail, registered or certified, return receipt

requested, postage prepaid, addressed to a party at its address set forth above; (ii) transmitting such notice by means of Federal Express or similar overnight commercial courier ("Courier"), postage paid and addressed to the other at its street address set forth below; (iii) transmitting the same by facsimile, in which case notice shall be deemed delivered upon confirmation of receipt by the sending facsimile machine's acknowledgment of such with date and time printout; or (iv) by personal delivery. Any notice given by Courier shall be deemed given on the date shown on the receipt for acceptance or rejection of the notice. Either party may, by written notice, change the address to which notices addressed to it shall thereafter be sent.

24. Termination: Either party may terminate this Agreement with or without cause by providing 14 days notice in writing to the other party. The District may terminate this Agreement at any time without prior notice in the event that Contractor commits a material breach of the terms of this Agreement. If the District elects to terminate the Agreement, it shall pay Contractor for services satisfactorily provided up to the effective date of termination, except that the District may deduct from that payment the amount of any costs the District incurred as a result of any breach of the Agreement.

25. Miscellaneous.

- A. Should any provision of this Agreement prove to be invalid or illegal, such invalidity or illegality shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.
- B. Any executed copy of this Agreement shall be deemed an original for all purposes.
- C. This Agreement may be executed in counterparts, which counterparts shall together constitute one agreement if signed by both parties.
- D. This Agreement shall be construed and enforced in accordance with the laws of the State of California.
- E. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either party.
- F. Except to the extent that it provides a part of the definition of a term used herein, the captions used in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof, nor taken as a correct or complete segregation of the several units of materials and labor.
- G. Capitalized terms refer to the definition provided with its first usage in the Agreement.
- H. When the context of this Agreement requires, the neuter gender includes the masculine, the feminine, a partnership or corporation, trust or joint venture, and the singular includes the plural.

- I. The terms "shall," "will", "must" and "agree" are mandatory. The term "may" is permissive.
- J. When a party is required to do something by this Agreement, it shall do so at its sole cost and expense without right to reimbursement from the other party unless specific provision is made otherwise.
- K. Where any party is obligated not to perform any act, such party is also obligated to restrain any others within its control from performing such act, including its agents, invitees, contractors, subcontractors and employees.
- L. No responsibility either direct or implied will be assumed by the District for omissions or duplications to the Contractor or any subcontractors due to real or alleged error in arrangement of material in the Contract Documents.

Contractor: _____

Name and Title (please type or print)

Signature

Date

Federal Employer

I.D. Number

License Number

Expiration Date

DIR Number

Fully executed at Los Altos, California

Midpeninsula Regional Open Space District, by: _____

Abhors, General Manager

Stephen E.

Telephone: _____

Date : _____

Agreement approved as to form:

Attest:

Sheryl Schaffner
Woodworth
General Counsel
Clerk

Jennifer
District

Exhibit A

Include Bid Form Here

Exhibit 1
LABOR AND MATERIALS PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ as Principal,
hereinafter called Contractor, and _____
_____ as Surety or Sureties,
hereinafter called Surety, are held firmly bound unto the
Midpeninsula Regional Open Space District, hereinafter called
Obligee, for the use and benefit of all persons and laborers of
every class performing any work or labor upon or bestowing skill
or other necessary services or furnishing materials, provisions,
provender or other supplies to be used or consumed in, or
furnishing equipment or power contributing to the work described
in the agreement hereinafter mentioned, or in any alteration,
modification or extension thereof, which persons and laborers
are hereinafter called Claimants, in the amount of (spell
amount) _____

_____ (\$ _____), for which
payment, well and truly to be made, Contractor and Surety bind
themselves, their heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these presents.

WHEREAS, a certain written Agreement, dated _____, 20
was made and executed by and between the Obligee, as Owner, and
Contractor, which agreement is hereinafter called the Contract and
is by reference made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if
the Contractor shall promptly make payment to all Claimants for
all labor and material used or reasonably required for use in
the performance of the Contract, or any alteration, modification
or extension thereof, whether the Contract, or any alteration,
modification or extension thereof, is determined to be void,
voidable, or otherwise, or for any amount due under the
Unemployment Insurance Act of the State of California with
respect to such work or labor, or for any amounts required to be
deducted, withheld, and paid over to the California Franchise
Tax Board from the wages of employees of the Contractor and/or
any and all subcontractors pursuant to California Revenue and
Taxation Code Section 18806 with respect to such work or labor,
then this obligation shall be void; otherwise, it shall be and
remain in full force and effect.

The Contractor and Surety hereby jointly and severally agree
with the Obligee that every Claimant who has not been paid in

full before the expiration of a period of ninety (90) days after the date on which the last said Claimant's work or labor was done or performed or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. The Obligee shall not be liable for payment of any costs or expenses of any such suit. No suit or action shall be commenced hereunder by any Claimant:

2. Unless Claimant, other than a Claimant having a direct contract with the Contractor, shall have given written notice to any two of the following: The Contractor, the Obligee or the Surety, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Contractor, Obligee, or Surety, at any place where its office is regularly maintained for the transaction of business, or by personal service.
3. After the expiration of seven months from the date of recordation of a Notice of Completion or Notice of Cessation if such notice is recorded pursuant to Civil Code Sections 3092 or 3093; or, if no such Notice of Completion or Notice of Cessation is recorded, after nine months from the date of completion or cessation of the work.

LABOR & MATERIALS PAYMENT BOND

PAGE 2

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith herewith, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claims for the amount of such lien be presented under and against this bond.

It is further expressly covenanted and agreed that in the event that more than one Surety is obligated hereunder, then, in that event, the co-Sureties bind themselves in the above stated sum only to the extent of the amount set forth opposite each Surety's name in Appendix A to this bond, which Appendix A is attached hereto and by this reference made a part hereof.

IN WITNESS WHEREOF, the Contractor and the Surety or Sureties
have hereunto signed their names this _____ day of
_____, 20__.

Contractor Name
Surety

Contractor Signature Attorney-in-Fact

Exhibit 2
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ as Principal,
hereinafter called Contractor, and
_____ as Surety of Sureties,
hereinafter called Surety, are held firmly bound unto the
Midpeninsula Regional Open Space District, as Obligee, herein
after called District, in the sum of _____ (\$_____), for
which payment Contractor and Surety bind themselves, their
heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, a certain written Agreement, dated _____, 20
, was made and executed by and between the District, as Owner
and Contractor, which agreement is hereinafter called the
Contract and is by reference made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if
the Contractor shall well and faithfully keep and perform all
the covenants and agreements of Contract, and all alterations,
modifications, and extensions thereof, by the Contractor to be
kept and performed, and shall fully complete all of the work
described in the Contract, and all alterations, modifications,
and extensions thereof, and shall save and hold harmless the
district from any and all loss of damage arising out of the
failure of the Contractor and/or any and all subcontractors, to
fulfill the Contract, and all alterations, modifications and
extensions thereof, and shall fully reimburse and pay to the
District all outlay and costs which the District may incur in
making good any default of the Contractor and/or subcontractors,
and in replacing and/or making good any defective material or
faulty material or workmanship in the work of the contractor
and/or any and all subcontractors, which may be discovered
within one year subsequent to the completion and acceptance of
the work provided for in the contract, then the above obligation
shall be void; otherwise, it shall be and remain in full force
and effect.

It is expressly covenanted and agreed by and between the
Contractor and the Surety that the liability of the Contractor
and the Surety shall at all times, and under all circumstances,
be co-extensive, and that the Surety shall not be discharged,
released or exonerated from liability under this bond, in whole
or in part, by an alteration and/or modification of the

contract, whether notice hereof is given the Surety or not, and that the surety shall be bound thereby, and also bound by any departure or deviation on the part of the District from the terms of the Contract.

It is further expressly covenanted and agreed that in the event that more than one Surety is obligated hereunder, then, in that event, the co-Sureties, bind themselves in the above stated sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of them, and for all other purposes each Surety binds itself, jointly and severally with the Contractors for the payment of such above stated sum only to the extent of the amount set forth opposite the Surety's name in Appendix A to the bond, which Appendix A is attached hereto and by this reference made a part hereof.

No change or alteration or modification of the Contract or of the work required thereunder shall release or exonerate any Surety or Sureties on the bond. This bond shall remain in full force and effect notwithstanding that the contract or any applicable law or statute of the State of California shall be held to be invalid.

IN WITNESS WHEREOF, the Contractor and the Surety or Sureties

have hereunto signed their names this _____ day of

_____, 20__.

_____	_____
Contractor	
Surety	

_____	_____
Signature	Attorney-
in-Fact	

NONCOLLUSION AFFIDAVIT

State of California
County of _____

_____, under penalty of perjury, deposes and says that he or she is _____ of _____, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

Date

Exhibit 3
Workers' Compensation Certificate
[Labor Code Section 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature

Date

Exhibit 4
PROPOSED CHANGE ORDER REQUEST TEMPLATE

Proposed Change Order No. _____

Project _____

Contacto
r _____

Date of
Issue _____

The following Change is being considered for the Project. Contractor shall quote on this "Proposed Change Order" form, a proposed amendment to the Contract Price and to the Contract Term which would be required if the District were to order the proposed Change. **THIS DOCUMENT IS NOT AN ORDER FOR CHANGES TO THE CONTRACT.**

Describe Change here and "as per attached description" if necessary.

**Exhibit 5
CHANGE ORDER TEMPLATE**

Change Order No. _____

Project

***Purchase
Order
No.*** _____

***Contacto
r*** _____

***Date of
Issue*** _____

Contractor is directed to, and hereby agrees to, proceed promptly with the specific changes to the Work attached hereto and incorporated herein, in conformity with the Contract Documents:

The ADDITIONAL CHARGE or DEDUCTION (circle one) for the above work is	\$	
The original Contract Sum was	\$	
Net change by previous Change Orders	\$	
The Contract Sum prior to this Change Order was	\$	
The Contract Sum will be (increased) (decreased) (unchanged) by	\$	
The new Contract Sum including this Change Order will be	\$	
The Contract Time will be (increased) (decreased) (unchanged) by		cal.days
The Completion Date as of the date of this Change Order is		

Contractor

Date: _____

District Representative

Date: _____

Attachment 4
Pest Control Recommendation

ROUNDUP PROMAX – CUT STUMP

Owner: Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022
CONTACT: Coty Sifuentes-Winter

No. 2017_MROSD_2_Stump_RPMax

Effective Date: 4/2017 – 4/2018

SITE DESCRIPTION

Parks & Open Space, Habitat Management and Right of Way Areas. General invasive weed management at 9 defined project sites in 7 Open Space Preserves. Total acreage to be treated is approximately 25 acres. Refer to back page for listed Preserves and project maps for exact locations of applications within each Preserve.

TARGET PESTS: Unwanted woody shrubs & trees, e.g. *Acacia*, *Baccharis*, *Cystus*, *Eucalyptus*, *Genista*, *Ilex*, *Spartium*

Material (Add to tank in order)	Rate per 100 gal	Rate per gal (handhelds)	Volume/Acre
(1) Roundup ProMax Herbicide* – 524-579	50 gallons	64 oz.	Cut Stump Variable Rate
(2) Dye (if necessary)	1 quart	0.25 oz.	

* Do not exceed maximum rate of 7 quarts (8 lbs acid) per acre per year – especially when treating dense stands of cut stumps.

HAZARDS – RESTRICTIONS

- OBSERVE ALL LABEL PRECAUTIONS
- DO NOT SPRAY DIRECTLY INTO OPEN WATER SUCH AS LAKES, RIVERS OR STREAMS
- WORKER RE-ENTRY INTERVAL: KEEP WORKERS, PEOPLE AND PETS OFF TREATED AREAS UNTIL DRY
- LIMIT APPLICATIONS TO PERIODS WHEN WIND IS BETWEEN 2-7 MPH TO REDUCE DRIFT POTENTIAL
- NO APPLICATIONS WHEN 40% OR GREATER FORECAST OF RAIN WITHIN 24 HOURS OF PLANNED APPLICATION
- OBSERVE SPRAY BUFFER OF 40 YARDS FROM OCCUPIED ENDANGERED SPECIES HABITAT

APPLICATION NOTES

This recommendation is for cut stump treatments on invasive woody plants. Cut woody stems and then IMMEDIATELY flow solution around the cambium tissue around the perimeter of the stump. Repeat application until no additional solution is absorbed by the plant tissue but before the point of runoff. If there is a delay between cutting the stem and before an application can be made, recut the stump before applying the herbicide. Avoid over-spray to exterior bark or interior heartwood. Low pressure (20-30 psi) application equipment, such as backpack or hand applicators, for all applications.

TIMING – perform applications during periods of the plants active growth cycle for best results, avoid periods when plants are dormant or stressed.

This recommendation covers pesticide applications within habitats for federally and state listed endangered species. A qualified biologist/staff representative that can identify all rare plant and wildlife species present within Open Space Preserves shall supervise all applications of pesticide. This application will occur in counties where the California red-legged frog 2006 stipulated injunction and order is in effect. All listed application sites are not within any defined critical habitat for red-legged frogs nor are red-legged frogs likely to occur at these sites based on habitat characteristics and biological surveys.

This pest control application incorporates all United States Environmental Protection Agency voluntary and injunction specified interim endangered species pesticide protection measures for San Mateo, Santa Clara and Santa Cruz County. I certify that alternative methods and mitigation measures that will substantially reduce adverse environmental impacts have been considered and adopted as necessary and feasible.

Advisors Signature

Mark A. Heath, PCA License No. 118861

March 23, 2017

Produced by Shelterbelt Builders Inc., 401 Terry A. Francois Blvd. #220, San Francisco, CA 94158 Ph. (415) 357-1500

2017/18

SAN MATEO / SANTA CLARA / SANTA CRUZ

MIDPENINSULA REGIONAL OPEN SPACE

Attachment 5
Best Management Practices

Table 3-4 District BMPs for IPMP

BMP ID#	Best Management Practices
1	All pesticide use shall be implemented consistent with Pest Control Recommendations prepared annually by a licensed Pest Control Advisor.
2	Surfactants and other adjuvants shall be used and applied consistent with the District's Pest Control Recommendations.
3	Applicators shall follow all pesticide label requirements and refer to all other BMPs regarding mandatory measures to protect sensitive resources and employee and public health during pesticide application.
4	Pesticide applicators shall have or work under the direction of a person with a Qualified Applicator License or Qualified Applicator Certificate. Contractors and grazing and agricultural tenants may apply approved herbicides after review and approval by the District and under the direction of QAL/QAC field supervisors. Employees, contractors and tenants may install approved ant and roach bait stations inside buildings in tamper-proof containers without review by a QAL/QAC. Tenants may not use rodenticides; only qualified District staff or District contractors may use approved rodenticides and these should only be used in the event of an urgent human health issue and in anchored, tamper-proof containers inside buildings.
5	All storage, loading and mixing of herbicides shall be set back at least 300 feet from any aquatic feature or special-status species or their habitat or sensitive natural communities. All mixing and transferring shall occur within a contained area. Any transfer or mixing on the ground shall be within containment pans or over protective tarps.
6	Appropriate non-toxic colorants or dyes shall be added to the herbicide mixture to determine treated areas and prevent over-spraying.
7	Application Requirements - The following general application parameters shall be employed during herbicide application: <ul style="list-style-type: none"> ▲ Application shall cease when weather parameters exceed label specifications, when wind at site of application exceeds 7 miles per hour (MPH), or when precipitation (rain) occurs or is forecasted with greater than a 40 percent probability in the next 24-hour period to prevent sediment and herbicides from entering the water via surface runoff; ▲ Spray nozzles shall be configured to produce a relatively large droplet size; ▲ Low nozzle pressures (30-70 pounds per square inch [PSI]) shall be observed; ▲ Spray nozzles shall be kept within 24 inches of vegetation during spraying; ▲ Drift avoidance measures shall be used to prevent drift in locations where target weeds and pests are in proximity to special-status species or their habitat. Such measures can consist of, but would not be limited to the use of plastic shields around target weeds and pests and adjusting the spray nozzles of application equipment to limit the spray area.
8	Notification of Pesticide Application – Signs shall be posted notifying the public, employees, and contractors of the District's use of pesticides. The signs shall consist of the following information: signal word, product name, and manufacturer; active ingredient; EPA registration number; target pest; preserve name; treatment location in preserve; date and time of application; date which notification sign may be removed; and contact person with telephone number. Signs shall generally be posted 24 hours before the start of treatment and notification shall remain in place for 72 hours after treatment ceases. In no event shall a sign be in place longer than 14 days without dates being updated. See the IPM Guidance Manual for details on posting locations, posting for pesticide use in buildings and for exceptions.
9	Disposal of Pesticides – Cleanup of all herbicide and adjuvant containers shall be triple rinsed with clean water at an approved site, and the rinsate shall be disposed of by placing it in the batch tank for application. Used containers shall be punctured on the top and bottom to render them unusable, unless said containers are part of a manufacturer's container recycling program, in which case the manufacturer's instructions shall be followed. Disposal of non-recyclable containers shall be at legal dumpsites. Equipment shall not be cleaned and personnel shall not bathe in a manner that allows contaminated water to directly enter any body of water within the treatment areas or adjacent watersheds. Disposal of all pesticides shall follow label requirements and local waste disposal regulations.
10	All appropriate laws and regulations pertaining to the use of pesticides and safety standards for employees and the public, as governed by the U.S. Environmental Protection Agency, the California Department of Pesticide Regulation, and local jurisdictions shall be followed. All applications shall adhere to label directions for application rates and methods, storage, transportation, mixing, and container disposal. All contracted applicators shall be appropriately licensed by the state. District staff shall coordinate with the County Agricultural Commissioners, and all required licenses and permits shall be obtained prior to pesticide application.
11	Sanitation and Prevention of Contamination - All personnel working in infested areas shall take appropriate precautions to not carry or spread weed seed or plant and soil diseases outside of the infested area. Such precautions will consist of, as necessary based on site conditions, cleaning of soil and plant materials from tools, equipment, shoes, clothing, or vehicles prior to entering or leaving the site.
12	All staff, contractors, tenants, and volunteers shall be properly trained to prevent spreading weeds and pests to other sites.

Table 3-4 District BMPs for IPMP

BMP ID#	Best Management Practices
13	District staff shall appropriately maintain facilities where tools, equipment, and vehicles are stored free from invasive plants.
14	District staff shall ensure that rental equipment and project materials (especially soil, rock, erosion control material and seed) are free of invasive plant material prior to their use at a worksite.
15	Suitable onsite disposal areas shall be identified to prevent the spread of weed seeds.
16	Invasive plant material shall be rendered nonviable when being retained onsite. Staff shall desiccate or decompose plant material until it is nonviable (partially decomposed, very slimy, or brittle). Depending on the type of plant, disposed plant material can be left out in the open as long as roots are not in contact with moist soil, or can be covered with a tarp to prevent material from blowing or washing away.
17	District staff shall monitor all sites where invasive plant material is disposed on-site and treat any newly emerged invasive plants.
18	When transporting invasive plant material off-site for disposal, the plant material shall be contained in enclosed bins, heavy-duty bags, or a securely covered truck bed. All vehicles used to transport invasive plant material shall be cleaned after each use.
19	Aquatic Areas – A District approved biologist shall survey all treatment sites prior to work to determine whether any aquatic features are located onsite. On a repeating basis, grassland treatment sites shall be surveyed once every five years and brushy and wooded sites shall be surveyed once every three years. Brush removal on rangelands will require biological surveys before work is conducted in any year. Aquatic features are defined as any natural or manmade lake, pond, river, creek, drainage way, ditch, spring, saturated soils, or similar feature that holds water at the time of treatment or typically becomes inundated during winter rains. If during the survey it is found that aquatic features are present within 15 feet of the proposed treatment area, the District shall either eliminate all treatment activities within 15 feet of the aquatic feature from the project (i.e. do not implement treatment actions in those areas) or if the District chooses to continue treatment actions in these areas, it shall follow the requirements of the mitigation measure for special-status wildlife species and the CDFW Streambed Alteration Agreement.
20	Application of herbicides shall be conducted in accordance with the California Red-Legged Frog Injunction (Center For Biological Diversity v. U.S. Environmental Protection Agency (2006) Case No.: 02-1580-JSW) in known or potential California red-legged frog habitat specifically by: not applying specified pesticides within 15 feet of aquatic features (including areas that are wet at time of spraying or areas that are dry at time of spraying but subsequently might be wet during the next winter season); utilizing only spot-spraying techniques and equipment by a certified applicator or person working under the direct supervision of a certified applicator; and not spraying during precipitation or if precipitation is forecast to occur within 24 hours before or after the proposed application. Preserves in which these precautions must be undertaken are: Miramontes Ridge, Purisima Creek Redwoods, El Corte de Madera, La Honda Creek, Picchetti Ranch, Russian Ridge, Sierra Azul, Tunitas Creek, Skyline Ridge, Rancho San Antonio, Monte Bello and Coal Creek OSPs and Toto Ranch.
21	<p>A District approved biologist shall survey all selected treatment sites prior to work to determine site conditions and develop any necessary site-specific measures. On a repeating basis, grassland treatment sites shall be surveyed once every five years and brushy and wooded sites shall be surveyed once every three years. Brush removal on rangelands will require biological surveys before work is conducted in any year. Site inspections shall evaluate existing conditions at a given treatment site including the presence, population size, growth stage, and percent cover of target weeds and pests relative to native plant cover and the presence of special-status species and their habitat, or sensitive natural communities.</p> <p>In addition, worker environmental awareness training shall be conducted for all treatment field crews and contractors for special-status species and sensitive natural communities determined to have the potential to occur on the treatment site by a District approved biologist. The education training shall be conducted prior to starting work at the treatment site and upon the arrival of any new worker onto sites with the potential for special-status species or sensitive natural communities. The training shall consist of a brief review of life history, field identification, and habitat requirements for each special-status species, their known or probable locations in the vicinity of the treatment site, potential fines for violations, avoidance measures, and necessary actions if special-status species or sensitive natural communities are encountered.</p>
22	Nesting Birds - For all IPM activities that could result in potential noise and other land disturbances that could affect nesting birds (e.g., tree removal, mowing during nesting season, mastication, brush removal on rangelands), treatment sites shall be surveyed to evaluate the potential for nesting birds. Tree removal will be limited, whenever feasible, based on the presence or absence of nesting birds. For all other treatments, if birds exhibiting nesting behavior are found within the treatment sites during the bird nesting season: March 15 – August 30 for smaller bird species such as passerines and February 15 - August 30 for raptors, impacts on nesting birds will be avoided by the establishment of appropriate buffers around active nests. The distance of the protective buffers surrounding each active nest site are: 500 feet for large raptors such as buteos, 250 feet for small raptors such as accipiters, and 250 feet for passerines. The size of the buffer may be adjusted by a District biologist in consultation with CDFW and USFWS depending on site specific conditions. Monitoring of the nest by a District biologist during and after treatment activities will be required if the activity has potential to adversely affect the nest. These areas can be subsequently treated after a District approved biologist or designated biological monitor confirms that the young have fully fledged, are no

Table 3-4 District BMPs for IPMP

BMP ID#	Best Management Practices
	longer being fed by the parents and have left the nest site. For IPM activities that clearly would not have adverse impacts to nesting birds (e.g. treatments in buildings and spot spraying with herbicides), no survey for nesting birds would be required.
23	San Francisco dusky-footed woodrat and Santa Cruz kangaroo rat – All District staff, volunteers, tenants, or contractors who will implement treatment actions shall receive training from a qualified biologist on the identification of dusky-footed woodrat, Santa Cruz kangaroo rat, and their nests. Generally, all San Francisco dusky-footed woodrat, Santa Cruz kangaroo rat, and their nests will be avoided and left undisturbed by proposed work activities. If a nest site will be affected, the District will consult with CDFW. Rodenticides, snap traps, and glue boards shall not be used in buildings within 100 feet of active San Francisco dusky-footed woodrat nests or Santa Cruz kangaroo rat nests; instead rodent control in these areas will be limited to non-lethal exclusion and relocation activities including relocation of nests if approved by CDFW. Tenants will contact the District for assistance in managing rat populations in buildings and under no circumstances will be allowed to use rodenticides.
24	Where appropriate, equipment modifications, mowing patterns, and buffer strips shall be incorporated into manual treatment methods to avoid disturbance of grassland wildlife.
25	Rare Plants – All selected treatment sites shall be surveyed prior to work to determine the potential presence of special-status plants. On a repeating basis, grassland treatment sites shall be surveyed once every five years and brushy and wooded sites shall be surveyed once every three years. Brush removal on rangelands will require biological surveys before work is conducted in any year. A 30-foot buffer shall be established from special-status plants. No application of herbicides shall be allowed within this buffer. Non-herbicide methods can be used within 30 feet of rare plants but they shall be designed to avoid damage to the rare plants (e.g., pulling).
26	Cultural Resources – District staff, volunteer crew leaders, and contractors implementing treatment activities shall receive training on the protection of sensitive archaeological, paleontological, or historic resources (e.g., projectile points, bowls, baskets, historic bottles, cans, trash deposits, or structures). In the event volunteers would be working in locations with potential cultural resources, staff shall provide instruction to protect and report any previously undiscovered cultural artifacts that might be uncovered during hand-digging activities. If archaeological or paleontological resources are encountered on a treatment site and the treatment method consists of physical disturbance of land surfaces (e.g., mowing, brushcutting, pulling, or digging), work shall avoid these areas or shall not commence until the significance of the find can be evaluated by a qualified archeologist. This measure is consistent with federal guidelines 36 CFR 800.13(a), which protects such resources in the event of unanticipated discovery.
27	Post-Treatment Monitoring – District staff shall monitor IPM activities within two months after herbicide treatment (except for routine minor maintenance activities which can be evaluated immediately after treatment) to determine if the target pest or weeds were effectively controlled with minimum effect to the environment and non-target organisms. Future treatment methods in the same season or future years shall be designed to respond to changes in site conditions.
28	Erosion Control and Revegetation - For sites with loose or unstable soils, steep slopes (greater than 30 percent), where a large percentage of the groundcover will be removed, or near aquatic features that could be adversely affected by an influx of sediment, erosion control measures shall be implemented after treatment. These measures could consist of the application of forest duff or mulches, straw bales, straw wattles, other erosion control material, seeding, or planting of appropriate native plant species to control erosion, restore natural areas, and prevent the spread or reestablishment of weeds. Prior to the start of the winter storm season, these sites shall be inspected to confirm that erosion control techniques are still effective.
29	<p>Operation of noise-generating equipment (e.g., chainsaws, wood chippers, brush-cutters, pick-up trucks) shall abide by the time-of-day restrictions established by the applicable local jurisdiction (i.e., City and/or County) if such noise activities would be audible to receptors (e.g., residential land uses, schools, hospitals, places of worship) located in the applicable local jurisdiction. If the local, applicable jurisdiction does not have a noise ordinance or policy restricting the time-of-day when noise-generating activity can occur, then the noise-generating activity shall be limited to two hours after sunrise and two hours before sunset, generally Monday through Friday. Additionally, if noise-generating activity would take place on a site that spans over multiple jurisdictions, then the most stringent noise restriction, as described in this BMP or in a local noise regulation, would apply.</p> <p>For IPM sites where the marbled murrelet has the potential to nest, as identified in the District’s 2014 maps (see attachment) if noise-generating activities would occur during its breeding season (March 24 to September 15), the IPM activities would be subject to the noise requirements listed in the most current in the CDFW RMA issued to the District (see attachment).</p>
30	All motorized equipment shall be shut down when not in use. Idling of equipment and off-highway vehicles will be limited to 5 minutes.
31	Grazing Animals – Animals that have grazed in area treated with Milestone or Transline herbicide will be moved to an untreated holding area for three days prior to being transferred to an area containing plant species of concern.

