

EAST BAY REGIONAL PARK DISTRICT

REQUEST FOR PROPOSAL (RFP)

for

**FUELS MANAGEMENT GOAT OR MIXED
GOAT/SHEEP GRAZING SERVICES**



**EAST BAY REGIONAL PARK DISTRICT
DEPARTMENT OF PUBLIC SAFETY – FIRE DEPARTMENT
FUELS MANAGEMENT**

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NOTICE REQUESTING PROPOSALS

NOTICE IS HEREBY GIVEN THAT THE EAST BAY REGIONAL PARK DISTRICT (District) will receive emailed proposals for goat and or mixed goat/sheep grazing services, hereafter referred to as grazing services, on East Bay Regional Park District lands for fire hazard mitigation purposes.

PROJECT DESCRIPTION

The District is seeking proposals from experienced, reputable, and qualified grazing operators who wish to enter into a four-year contract with the District to provide grazing services for fuels management at several sites on District parklands.

MANDATORY ON-SITE PROJECT TOUR:

Firms or individuals **MUST** be present for the mandatory on-site project tour for units they intend to submit proposals for.

PROPOSALS

All proposals must be complete and submitted on time. The accepted proposal will be included as part of the specifications and conditions of the final agreement. Bidders must be prepared to make all determinations of feasibility necessary to complete the proposal.

The District reserves the right to reject any and all proposals, to modify the terms of the Request either before or after the deadline for submission of proposals, to negotiate with one or more of the submitters, to call for additional proposals, to refrain from accepting any proposal, or to elect to perform work in only part of the project area. All proposals become the property of the District and are subject to public disclosure laws.

Proposals shall be submitted with attachments and shall conform to the requirements set forth in these instructions. Award of this Contract will be based on the most qualified bidder and the best value to the District, as indicated by several selection criteria, including the operator's qualifications, the quality of the proposal and the bid amounts. The District will carefully investigate each submitter's background and experience in managing large scale grazing projects and in complying with all required local, State and Federal rules and regulations. Further details are in the "Selection Criteria" section and the "Proposal Instructions" in this RFP.

All proposals shall remain undisclosed until a successful bidder is identified or, if all proposals are rejected, after rejection of all such proposals; following that date all proposals shall be subject to review and shall be deemed public record.

OVERVIEW

Scope:

The East Bay Regional Park District is soliciting proposals from grazing operators who wish to be included in the District's fuels management grazing program. It is the District's intent to enter into a four-year contract with two or more grazing operators to provide grazing services in specified areas in the District's parklands for the primary purpose of fire hazard mitigation. The District shall have the option for three consecutive one-year extensions with any of the operators in the program.

The District seeks operators with demonstrated knowledge of the following:

- Managed grazing techniques which consider vegetation and soil types.
- Herd stocking density and duration
- Point and non-point source contamination from grazing activity
- Plant growth cycles to determine the appropriate timing and interval in which to graze particular vegetation.

Selection Criteria:

The agency will consider the following criteria when evaluating proposals:

- Quality, responsiveness, and completeness of proposal.
- Demonstrated ability to perform the services required in this RFP.
- Availability to provide grazing services between the months of April and August.
- Availability within 30 days of being contacted to begin grazing at specified locations.
- References.
- Proposed costs.
- Ability to accomplish grazing objectives within proposed completion dates.

District Contact:

Justin Neville, Fire Captain

jneville@ebparks.org

Mandatory On-site Project Tours: (See proposal instructions for tour details)

Monday, November 1st at 10:00 a.m. for the Castro Ranch, Alvarado, Miller Knox and Tilden Grazing Units. Meeting location: Tilden Steam Trains Parking Lot, 2501 Grizzly Peak Blvd, Orinda, Ca 94523

Tuesday, November 2nd at 10:00 a.m. for the Sibley, Redwood and Anthony Chabot Grazing Units. Meeting Location: Sibley Staging Area, 6800 Skyline Blvd, Oakland, Ca 94611

Thursday, November 4th at 10:00 a.m. for the Lake Chabot, Crow Canyon, Garin, Camp Arroyo Grazing Units. Meeting Location: EBRPD Public Safety Headquarters, 17930 Lake Chabot Road, Castro Valley, CA 94546

Proposals due:

November 15th, 2021 – by 3:00 p.m.

Email: jneville@ebparks.org

INFORMATION FOR CONTRACTORS

I. GENERAL REQUIREMENTS.

(a) Examination of Proposal Documents.

By submitting a Proposal, the Contractor acknowledges having examined the entire RFP. The Contractor's failure to do any of the above shall not become a basis for claim of additional monies or extension of time.

(b) Addenda to this RFP.

The RFP may be modified by written Addendum, mailed or emailed to all prospective submitters that have attended the mandatory site tour. All Addenda will be furnished by the District no later than three (3) days prior to the deadline for submitting proposals.

(c) Right to Reject Proposals.

The District reserves the right to reject any and all Proposals, to modify the terms of the Request either before or after the deadline for submission of proposals, to negotiate with one or more of the submitters, to call for additional proposals, or to refrain from accepting any proposal.

(d) Withdrawal of Proposals.

A signed and written notice of withdrawal must be received by the District prior to the opening of proposals in order to withdraw any proposal.

2. PROPOSAL SUBMITTAL

(a) Form and Delivery.

Submit one electronic copy of the proposal no later than 3:00 PM November 15th, 2021. The District reserves the right to not accept late submissions. Every blank should be filled in. Either cross out or insert "N/A" in the blanks that are not applicable. Proposals should be sent via email to:

Justin Neville, Fire Captain

jneville@ebparks.org

(b) Completion.

Incomplete Proposals may result in Proposal rejection. Complete proposal shall include:

- Formal Bid
- Proposer's References
- Proposer's Principals and Staff
- Proposer Information and Acceptance
- Acknowledgement of Insurance Requirements

(c) Signatures on Formal Proposal.

The Proposal must be signed by an authorized representative of the contractor. If the contractor is a partnership, a general partner must sign. If the contractor is a corporation, an authorized officer of the corporation must sign.

3. POST-PROPOSAL PROCEDURE

(a) Award of Contract(s).

The proposals will be reported to the Board of Directors of the District, if necessary, at a later date, and the Board will take formal action at that time.

(b) Notification of Contract(s) Award.

Following the Board action or acceptance of the contract(s), the District Representative will notify the selected Contractor(s) in writing and email the Agreement for signatures.

(c) Insurance.

The successful contractor(s) shall procure insurance coverage and provide evidence thereof in accordance with the terms of Exhibit B contained in this RFP prior to signing of an agreement.

PROPOSAL INSTRUCTIONS

On-site project tours will be held on three days. Each tour day will cover different grazing units. Proposers are required to attend the on-site tour for units they intend to submit proposals for. Those submitting proposals are required to address all the selection criteria. The accepted proposal(s) will be included as part of the specifications and conditions of the final agreement. Submitted proposals shall conform to the requirements set forth in these instructions and in the section "Information for Contractors" and shall be based on the requirements included in this document. Contractors are encouraged to include any relevant information about their qualifications and experience that would help the District in the evaluation process.

After proposals have been reviewed initially, discussions with prospective firms may be required. If desired by District, one or more interviews may be scheduled.

The District will not reimburse the respondents to this RFP for any costs involved in the preparation and submission of proposals or in the preparation for and attendance at the mandatory on-site project tour and any subsequent interviews. Furthermore, this RFP does not commit the District to award a contract. The District reserves the right to request any firm submitting a proposal to clarify or modify its proposal or supply additional information. The District reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed.

All proposals submitted in response to this RFP become the property of the Park District and are subject to the requirements of the California Public Records Act (California Government Code Section 6250 et seq.) A proposal may be withdrawn at any time prior to the time set for receipt of proposals, provided that a request for withdrawal is submitted by the Proposer or a duly authorized representative of the Proposer. The withdrawal of a proposal shall not prejudice the right of the Proposer to submit a new proposal prior to the submittal deadline time set forth herein above.

Once a successful proposal is identified or all proposals are rejected, all proposals shall be deemed public records. The proposer must identify in writing all copyrighted material, trade secrets, or other proprietary information the proposer claims are exempt from disclosure under the Public Records Act. Proposers claiming exemption must include the following statement in their proposal:

The proposer agrees to indemnify and hold harmless the Park District, its officers, employees, and agents from any claims, liability, or damages against the Park District, and to defend any action brought against the Park District for proposer's refusal to disclose such material, trade secrets, or other proprietary information to any party.

Failure of a proposer to include this statement and/or identify in writing the claimed exempt material shall be deemed a waiver of any exemption from disclosure under the Public Records Act. Requests to review proposal submissions will not be allowed until after a Staff Recommendation is made.

To ensure fair competition, all proposers will receive the same information and materials; no telephone or personal inquiries about this RFP will be answered.

- Late Proposals are not acceptable and will not be reviewed.

- The Park District reserves the right to request, receive, and evaluate supplemental information and clarifications during its evaluation of Proposals, and the Park District will conduct this process in a fair and impartial manner
- The Park District reserves the right to waive and disregard any immaterial irregularities in any response
- The Park District reserves the right to cancel in part or in whole or amend this RFP or to extend the date responses are due
- Incomplete Proposals or inaccurate information may be cause for disqualification
- Issuance of this RFP does not commit the Park District to award an agreement or to pay any costs incurred in preparation of a Proposal or any response to this RFP
- The Park District reserves the right to reject any or all Proposals
- All materials submitted to the Park District will become the property of the Park District and will not be returned
- All information submitted in response to the RFP will be considered official information acquired in confidence and the Park District will maintain its confidentiality to the extent permitted by law.
- Proposals shall conform to the requirements set forth here.

Proposals failing to provide enough information and assurances of performance of the required services, and/or failing to comply with requirements and conditions of this RFP, will not be given further consideration.

PROPOSAL ITEMS

All proposals shall be submitted on the forms provided, and in accordance with these instructions. Provided forms should not be modified. Extra sheets may be added to include additional information.

I. RESPONSE PACKET

- (a) Formal Bid. Proposer shall insert a guaranteed completion date for each grazing area in **column A** and a yearly cost for each area in **column B**.
- (b) Proposer's References. Proposer shall provide at least three references, none of which is East Bay Regional Park District.
- (c) Proposer's Principals and Staff. Proposer shall utilize the attached form to supply the indicated information about each person who will have responsibility for each component of the grazing operation.
- (d) Proposer Information and Acceptance. Proposer shall acknowledge having read and understanding of the RFP, Addenda and Exhibits. Proposer shall also provide organizational information.

- (d) Proposer Information and Acceptance. Proposer shall acknowledge having read and understanding of the RFP, Addenda and Exhibits. Proposer shall also provide organizational information.

2. **EXHIBITS**

- (a) Contract for Services. Example of District agreement. Proposers must review the sample contract prior to submitting a proposal. The Contract includes the General Conditions attached hereto.
- (b) Insurance Requirements. Outline of District insurance requirements that must be met prior to signing of agreement.

GENERAL CONDITIONS

1. GENERAL

The purpose of the General Conditions is to establish certain conditions particular to the control and execution of the work of this project.

2. DISTRICT REPRESENTATIVE

During the term of this Contract, the District's Representative is fully authorized to represent the District in all contract matters. The District Representative shall make all final decisions as to the intent of the RFP, the Contract and Specifications and Conditions, the amount and quality of work furnished, the manner and rate of work performed, the fulfillment of the Contract and any compensation due Contractor.

3. CONTRACT FOR SERVICE

Contractor agrees to supply, utilize, and care for no less than four hundred goats and or mixed goat/sheep herd to graze up to five months each year, as selected by District, for the purpose of removing potentially flammable vegetation in such areas.

In general, the plan of operation shall be to confine the livestock with two (2) to ten (10) acre enclosures using portable electric fencing, or other methods approved by District, until the agreed upon level of grazing in the enclosure is completed, and then move the grazing stock to the next enclosure or enclosures. The goal is, where feasible, to reduce grasses to an approximate height range of four (4) to six (6) inches. In addition to browsing of brush species.

District shall periodically inspect the area being grazed and notify Contractor when enough vegetation has been removed and entire mapped area is completed. Contractor shall take care to avoid soil erosion problems caused by temporarily overstocking, such as exposing bare soil excessively in grassland areas and causing excessive powdering of soil. Contractor shall take care to protect trees 4 to 8 inches in diameter breast height (DBH) from bark stripping or girdling damage, by using tarps, portable fencing, or other means.

The animals shall be completely fenced in, except when being herded between locations, and always attended by a shepherd. Contractor shall keep roads and trails open and accessible for public use whenever possible but may upon notification to District's representative close them temporarily for reasons of security or difficulty of fencing, or while herding the animals between locations.

4. TERM

The term of this Agreement shall commence upon the date hereof, and continue until December 31, 2025, at which time an option for up to three one-year renewals will be considered at the District's sole discretion. Grazing shall be completed during the period between April 1, and August 15, each year.

5. COMPENSATION

Prior to each year's grazing, District shall determine the areas and acreage to be grazed according to the grazing plan shown in the Formal Bid Proposal.

District shall make a reasonable effort to keep the total acres to be grazed relatively constant from year to year. Contractor shall be compensated for yearly cost according to the information in the yearly cost-proposal form, less the amount of any reduction for late completion as described below. Contractor agrees to complete each grazing area in the grazing plan by the target completion date. Any changes to the target completion dates must be approved in advance and in writing by District. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine, in the event that Contractor does not meet the target completion dates, beginning the first day after the target completion date for each grazing area, a ten percent reduction in the cost for that area will be imposed by the District. After the first month, an additional ten percent reduction in costs per month will be imposed until the site is completed. The District may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor.

District recognizes that Contractor may, for logistical reasons, require temporary holding areas adjacent to existing District grazing projects. District may, at its own discretion, designate such areas, and Contractor agrees to graze on them free of charge. Contractor shall not use District grazing areas or designated holding areas for staging private grazing projects or non-District projects without District's prior approval.

In the event grazing is not completed by August 15, in the Agreement areas or by the end of any grazing period extension which may have been granted by District, compensation shall be limited to the acreage completed, less the amount of any reduction for late completion as described above. Compensation for partial completion because of bad weather or other unforeseeable conditions shall also be limited to the acreage completed.

6. RULES AND REGULATIONS

Contractor agrees to comply with existing published rules and regulations of the District in conducting its operations under this Agreement. Disobeying or violating District rules and regulations may result in termination of contract.

7. CAMPING

The District will work with Contractor to designate space at each grazing area for Contractor's trailer and grazing-related equipment. At each grazing area, up to four shepherds may camp with the herd for the purposes of a temporary base of operations and security of Contractor's animals. Camp sites shall be limited to a total of not more than three trucks, two living trailers, one non-living or livestock trailer and ancillary

equipment (like generators, hoses, watering troughs, etc.). Generators must be properly maintained and located in an area void of flammable vegetation. Sewage from the living trailers shall be collected and disposed of in accordance with applicable health regulations. All trailers shall be neat, tidy and in a habitable condition. Camps shall be kept neat and clean. Open campfires shall not be allowed. District may direct Contractor to move camps to different locations within the sector at Districts discretion. Contractor agrees to remove all vehicles, trailers, fencing, trash, waste, water containers, and other materials upon completion of grazing at each area.

The contractor is required to have on-hand a 10-lb ABC fire extinguisher within the living trailers being owned by Contractor.

8. FENCING

All portable electric fencing shall be set back from trail edges or placed along trails to allow safe passage by trail users and horses. Prior to energizing fencing, Contractor agrees to post signs supplied by District a minimum of every 75 feet apart along such fencing where it meets, runs alongside, or otherwise interfaces roads, trails, open fields, or other areas accessible to the public. Fencing should also consider, as necessary, appropriate setbacks from areas that have been sprayed with herbicides. Herd animals should never be allowed to run free or escape from the designated grazing area into areas that are excluded from grazing. Should a goat or sheep escape, it shall be located as soon as possible and removed from the unauthorized site. Shepherds are always required to be onsite to ensure that the goats and sheep are adequately managed, and that the goats and sheep only eat undesirable plants and are restricted or kept away from areas that are subject to herbicide treatment. Contractor shall take all prudent measures to ensure that no invasive weed seeds will be transmitted on the fencing and by the herd to any District properties that are grazed.

9. SIGNAGE

Prior to energizing, Contractor shall erect appropriate signage along the contractor's installed portable electric fencing that face publicly accessed roads, trails, residential areas, open fields, or other areas accessible to the public. Signage will warn pedestrians that the fence is electrically charged. Contractor may post "Dogs on Leash" signs within 300 feet of any grazing project.

10. SPREAD OF INVASIVE SPECIES PREVENTION

To control the spread of non-native, invasive, and noxious pest plant species, the District representative may require the herd(s) be flushed (evacuated) of biological waste prior to entering a new grazing area to limit the amount of non-native, invasive seed material that will be transported to the new site with the herd. All flushing expenses will be incurred by the contractor.

Where and when a herd will be moved from an area where any of the non-native, invasive pest plant species listed below are present to an area on District parkland where the invasive pest plant species is/are not present, the herd will be flushed of the

invasive vegetative remnants in their digestive tract for at least two (2) days. The flushing of the herd can occur at or near the original site of invasive plant infestation or off-site, at the discretion of the contractor and with agreement from the park supervisor. If supplemental feed necessary during flushing, the feed shall be certified weed-free. The District representative will determine if the herd would need to be flushed prior to moving into a new grazing site.

The targeted pest plant species that shall be flushed in order to avoid spreading from one grazing area to another area are:

Yellow Starthistle (<i>Centaurea Solstitialis</i>)	Purple Starthistle (<i>C. Calcitrapa</i>)
Artichoke Thistle (<i>Cynara Cardunculus</i>)	Fennel (<i>Foeniculum Vulgare</i>)
Fuller's Teasel (<i>Dispacus Sativus</i>)	Wild Teasel (<i>D. Fullonum</i>)
French Broom (<i>Genista Monspessulana</i>)	Scotch Broom (<i>Cytisus Scoparius</i>)
Spanish Broom (<i>C. Multiflorus</i>)	Medusahead (<i>Elymus Caput-Medusae</i>)
German Ivy (<i>Delairea Adorata</i>)	Greater Periwinkle (<i>Vinca Major</i>)
Puncture Vine (<i>Tribulus Terrestris</i>)	Perennial Pepperweed (<i>Lepidium Latifolium</i>)
Oblong Spurge (<i>Euphorbia Oblongata</i>)	Barbed Goatgrass (<i>Aegilops Triuncialis</i>)
Harding Grass (<i>Phalaris Aquatica</i>)	Ripgut Grass (<i>Bromus Diandrus</i>)
Stinkwort (<i>Ditrichia Graveoles</i>)	

II. USE OF PARK TRAILS AND ROADS

The District Representative must be notified if the Contractor needs to temporarily close a park trail or park road for public safety. No work shall be done at times when, in the discretion of the District Representative, weather or site conditions are unsafe or likely to cause damage to park trails, roads, natural or cultural resources. Damages or alterations (unless pre-approved) to drainages, District roads, parking lots or fire roads will be repaired to District standards at the sole cost of the Contractor. Traffic control will be the sole responsibility of the Contractor. When moving livestock or shepherds within 200 feet of roads and trails, Contractor shall post a lookout on such roads or trails to ensure the safety of park users. All traffic control measures required by the appropriate city or county jurisdiction for road closure shall be adhered to as a condition of the project. Flagger shall wear highly visible orange, yellow-green, or fluorescent-colored garments and shall use advance warning signs, cones, and STOP/SLOW paddles.

- A. Contractor agrees to minimize and restrict non-essential driving on park trails or roads in rainy weather, and to consult with District where rutting or another type of trail damage is threatened.
- B. Where grazing areas run adjacent to roadway infrastructure such as guardrails, retaining walls, and signs, and grazing is limited, Contractor will weed whip or remove weedy vegetation to height of four (4) to six (6) inches.

12. DISTRICTS REPRESENTATIVE

The District's representative will be identified in the Contract for Services agreement.

13. COMMUNICATION

Contractor shall maintain a telephone or pager by which District representatives may make contact for emergency or operational purposes. Contractor agrees to respond to telephone or pager calls within one hour. If such response cannot be made within one hour, Contractor shall, in advance, designate a responsible, decision-making representative, or make alternative arrangements for contact. Contractor shall immediately advise the District's Emergency Communications Center of any changes in the Contractor's contact information.

- A. Contractor agrees to not transport livestock during the holidays of Mother's Day, Father's Day, Memorial Day, and 4th of July.
- B. Contractor agrees to notify the Park Supervisor two weeks prior of moving livestock into the Park area being grazed.

14. WATER

The Contractor shall be responsible for the coordination and securing of water access for all livestock during grazing, including securing a local water agency meter. This may include streams, creeks, ponds, District owned hydrants, standpipes, or portable water tanks. Any local water agency costs associated with securing the water source shall be included in the Contractor's unit price bid. The District may provide guidance to Contractor on the most appropriate water source for each grazing area, however the Contractor is responsible for the cost of meter fees, water holding structures, etc. for each location.

15. ANIMAL CARE

It is the Contractor's sole responsibility to ensure that animals used in the vegetation management operations are healthy. Contractor's dogs used in the operation need not be leashed but must always be under voice control. All animals shall have appropriate care, including being offered adequate amounts of water to support the health and welfare of the herd. Each animal shall have required identification (ear or collar) tags; vaccinations shall be current with current documentation. Sick or distressed grazing livestock or guard animals shall be immediately removed from the herd and provided immediate appropriate veterinary care. Once adequate grazing has been achieved at a location, the herd shall be relocated to the next location to prevent overgrazing, habitat destruction, soil erosion, and to ensure that the livestock are adequately fed.

16. OUTBREAKS OF DISEASE

Contractor shall immediately report to District and all proper governmental authorities any case of infectious animal disease appearing in livestock on the premises, and shall, at Contractor's sole cost and expense, take all steps required to isolate, control, and

eliminate any such disease. Livestock exhibiting symptoms of diseases communicable to humans shall be immediately removed from the premises.

17. DEAD ANIMALS

Contractor must dispose of dead livestock or other animals that are part of Contractor's operations in accordance with District and local ordinances. Contractor's dead animals cannot be buried on District property or disposed of in District trash receptacles.

18. FIREARMS

Firearms are not permitted on District property. Problem animals interfering with livestock operations shall be handled through the District's Public Safety Department in cooperation with County Animal Control or the California Department of Fish and Wildlife.

19. CONTRACTOR REPORTS

Contractor agrees to submit a summary report via email after the completion of each grazing unit. The report shall contain the name of the grazing unit and areas, number of livestock used, fuel type treated, and any persistent issues or complications encountered during treatment of the areas. The summary report will be submitted to District representative at time of invoice.

20. OVERGRAZING DAMAGES

In the event an area is overstocked, and bare ground is visible in areas over 50% in the area used, contractor will be responsible for erosion control treatment that may include installing wattle, covering bare ground with straw or other methods approved by the District at contractor expense.

21. PROTECTION OF SPECIAL STATUS PLANTS

In grazing areas with identified and known populations of State or Federally listed special status plants, Contractor shall take adequate measures, as directed by District representative, to ensure their protection from harm while grazing or in transportation of the herd.

22. H-2A TEMPORARY AGRICULTURAL WORKERS

The H-2A program allows U.S. employers who meet specific regulatory requirements to bring foreign nationals to the United States to fill temporary agricultural jobs. A U.S. employer, described in the regulations, must file Form I-29, Petition for Nonimmigrant Worker, on a prospective worker's behalf.

- A. Contractor shall follow all regulation requirements related to the H-2A program.
- B. H-2A petitions may only be approved for nationals of countries that the Secretary of Homeland Security has designated, with the concurrence of the Secretary of State as eligible to participate in the H-2A program.

23. ADVICE OF COUNSEL

Each party hereto has been provided full opportunity for review of this Agreement by legal counsel. Therefore, no presumption of ambiguity shall be ruled against the drafting party or shall apply to the interpretation or enforcement of this Agreement.

RFP RESPONSE PACKET

for

FUELS MANAGEMENT GOAT OR MIXED GOAT/SHEEP GRAZING SERVICES

	FORMAL BID
	PROPOSER'S REFERENCES
	PROPOSER'S PRINCIPALS AND STAFF
	PROPOSER INFORMATION AND ACCEPTANCE

FORMAL BID

CASTRO RANCH GRAZING UNIT					
GRAZING AREA	PARK NAME	RTA	ACRES	COLUMN A COMPLETION DATE	COLUMN B BID AMOUNT
Winslow	Carquinez Strait	No RTA	6		\$
Valley View	Wildcat Canyon	WC001	4.4		\$
Trailside Dr	Wildcat Canyon	No RTA	14.38		\$
Coach Dr	Sobrante Ridge	SO002	17.07		\$
Patra Dr	Kennedy Grove	KG001, KG004	5.47		\$
TOTAL FOR CASTRO RANCH GRAZING UNIT					\$

MILLER KNOX GRAZING UNIT					
GRAZING AREA	PARK NAME	RTA	ACRES	COLUMN A COMPLETION DATE	COLUMN B BID AMOUNT
Crest Ave	Miller Knox	MK001, MK002, MK003	12.51		\$
False Gun	Miller Knox	MK005	11.19		\$
TOTAL FOR MILLER KNOX GRAZING UNIT					\$

ALVARADO GRAZING UNIT					
GRAZING AREA	PARK NAME	RTA	ACRES	COLUMN A COMPLETION DATE	COLUMN B BID AMOUNT
Park Avenue	Wildcat Canyon	WC005, WC006	21.57		\$
Monte Cresta	Wildcat Canyon	WC003, WC004	6.26		\$
La Colina	Wildcat Canyon	WC002	3.99		\$
TOTAL FOR ALVARADO GRAZING UNIT					\$

TILDEN GRAZING UNIT					
GRAZING AREA	PARK NAME	RTA	ACRES	COLUMN A COMPLETION DATE	COLUMN B BID AMOUNT
Panoramic Way	Claremont Canyon	CC003	14.2		\$
Gwin Canyon – Norfolk	Claremont Canyon	CC009	12.5		\$
Dwight Way	Claremont Canyon	CC002	5.8		\$
Frowning Ridge / Tilden Corp Yard	Tilden	TI015	8.55		\$
Stonewall Rd	Claremont Canyon	CC001	7.0		\$
Gelston St.	Claremont Canyon	CC004, CC008, CC010	8.73		\$
Cannon Dr	Tilden	TI006	9.71		\$
Central Park and Wildcat Canyon	Tilden	TI009, I010, TI011, TI020	44.2		\$
Golf Course	Tilden	TI012	15.6		\$
Grizzly Flat	Tilden	TI012, TI013	22.4		\$
Mineral Springs	Tilden	TI004	23.3		\$
Purdue Meadow	Wildcat Canyon	WC011	22		\$
TOTAL FOR TILDEN GRAZING UNIT					\$

SIBLEY GRAZING UNIT					
GRAZING AREA	PARK NAME	RTA	ACRES	COLUMN A COMPLETION DATE	COLUMN B BID AMOUNT
Grizzly Peak Estates	Sibley	CC012,SR001	7.3		\$
Thorndale	Sibley	SR002a,SR002b	12.01		\$
Skyline - Grizzly	Sibley	SR005	7		\$
Sibley Island	Sibley	SR003	15.39		\$
North Sibley Island	Sibley	SR004	5.63		\$
TOTAL FOR SIBLEY GRAZING UNIT					\$

REDWOOD GRAZING UNIT					
GRAZING AREA	PARK NAME	RTA	ACRES	COLUMN A COMPLETION DATE	COLUMN B BID AMOUNT
West Ridge Trail	Redwood	RD004	41.8		\$
Skyline & East Ridge	Redwood	RD001	34.4		\$
TOTAL FOR REDWOOD GRAZING UNIT					\$

ANTHONY CHABOT GRAZING UNIT					
GRAZING AREA	PARK NAME	RTA	ACRES	COLUMN A COMPLETION DATE	COLUMN B BID AMOUNT
City Stables/EBMUD Water Tank	Anthony Chabot	AC006	16.67		\$
Natural Dam end of Parkridge	Anthony Chabot	AC004	11.4		\$
South of Natural Dam	Anthony Chabot	No RTA	26		\$
Natural Dam, Saddle Brooke	Anthony Chabot	AC004	4.88		\$
Clyde Woolridge	Anthony Chabot	AC007	64		\$
Cottontail Trail	Anthony Chabot	AC008b	23.57		\$
TOTAL FOR ANTHONY CHABOT GRAZING UNIT					\$

LAKE CHABOT GRAZING UNIT					
GRAZING AREA	PARK NAME	RTA	ACRES	COLUMN A COMPLETION DATE	COLUMN B BID AMOUNT
South County Corporation Yard	Lake Chabot	LC009	29.86		\$
Marina Overflow Parking	Lake Chabot	No RTA	9.75		\$
Cameron Loop	Lake Chabot	LC010	8.01		\$
Campground	Anthony Chabot	AC013	22.3		\$
Marciel Rd South	Anthony Chabot	AC012, AC013, AC014	42		\$
Marciel Rd Middle	Anthony Chabot	AC014	17.5		\$
Marciel Rd North	Anthony Chabot	AC014	5		\$
TOTAL FOR LAKE CHABOT GRAZING UNIT					\$

CROW CANYON GRAZING UNIT					
GRAZING AREA	PARK NAME	RTA	ACRES	COLUMN A COMPLETION DATE	COLUMN B BID AMOUNT
Heyer – Columbia	Cull Canyon	No RTA	36.9		\$
Seal Beach	Las Trampas - Diablo	No RTA	35.7		\$
Bishop Ranch	Bishop Ranch	No RTA	35.35		\$
TOTAL FOR CROW CANYON GRAZING UNIT					\$

GARIN GRAZING UNIT					
GRAZING AREA	PARK NAME	RTA	ACRES	COLUMN A COMPLETION DATE	COLUMN B BID AMOUNT
North Ardenwood	Ardenwood	No RTA	40.72	*May 25 th	\$
Skyview HOA	Garin	No RTA	13.7	*June 1 st	\$
TOTAL FOR GARIN GRAZING UNIT					\$

CAMP ARROYO GRAZING UNIT					
GRAZING AREA	PARK NAME	RTA	ACRES	COLUMN A COMPLETION DATE	COLUMN B BID AMOUNT
Camp Arroyo	Camp Arroyo	No RTA	18.90	*June 15th	\$
TOTAL FOR CAMP ARROYO GRAZING UNIT					\$

INVASIVE SEED FLUSH	
TOTAL COST FOR CLEANSING OF INVASIVE SEEDS FROM HERD	\$

****REQUIRED COMPLETION DATES, SET BY DISTRICT***

PROPOSER'S REFERENCES

Proposer Name: _____

Proposer must provide a minimum of 3 references that are not East Bay Regional Park District

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

PROPOSER'S PRINCIPALS and STAFF

List the person(s) who will have primary responsibility for each of the indicated components of the grazing project.

Project Manager: Primary contact with District representatives, and negotiator of final agreement and any subsequent changes.

_____	_____
Name	Title
_____	_____
Address	Daytime Phone

Supervisor: Serves as supervisor of day to day grazing operations. The individual who is “in the field” with the herder and herd, and who ensures compliance with grazing and operational standards.

_____	_____
Name	Title
_____	_____
Address	Daytime Phone

Worker/Herder: Present at day to day operations, and who ensures compliance with grazing and operational standards.

_____	_____
Name	Title
_____	_____
Address	Daytime Phone

PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP in the table below.

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all the specifications, terms, and conditions and, if applicable, the area condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Insurance documents are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the proposer agrees to meet the minimum insurance requirements outlined in Exhibit B. This documentation must be provided to the District prior to execution of an agreement by the District and shall include an insurance certificate which meets the minimum insurance requirements, as stated in Exhibit B.
8. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.

Official Name of Proposer: (exactly as it appears on Proposer's corporate seal and invoice)

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ **State:** _____ **Zip Code:** _____

Website: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: _____

Date of Organizational Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name: _____ **Title:** _____

Telephone: _____ **Fax:** _____

E-Mail Address: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

SIGNATURE: _____

Name: _____ **Title:** _____

(Name and Title Printed)

EXHIBIT A

SAMPLE

CONTRACT FOR SERVICES

EAST BAY REGIONAL PARK DISTRICT STANDARD CONTRACT FOR SERVICES (Over \$10,000)

Department:	District Contact:
Contact's E-mail:	Contact's Phone No:
Description of Services:	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. Parties. The parties to this Agreement are the East Bay Regional Park District ("District") and the following named Contractor:

Company: _____

Street Address: _____

City, State, Zip Code: _____

Contact Person: _____

Phone: _____ Email: _____

2. Term. The effective date of this Agreement is _____ and it terminates _____ unless extended or terminated as provided herein.

3. Scope of Contract

- a. During the term of this Agreement, Contractor will provide all labor, materials, tools, equipment and services as documented in **Attachment A, Scope of Work**, attached hereto and made a part hereof. Contractor's work will be scheduled and performed to meet agreed-upon deadlines. Time is of the essence in performance of this Agreement.

- b. Contractor agrees to utilize his/her professional skill and best efforts in the performance of the services specified herein. The representative of Contractor who will be the point of contact with District, make any presentations, attend any public hearings and supervise all services under this Agreement will be _____.

- c. District will be responsible for performances described in **Attachment B, District's Obligations** (unless addressed in Attachment A), attached hereto and made a part hereof. The representative of District who will monitor this Agreement and be responsible for its interpretation and/or modification will be the District Contact identified above.

4. Payment

- a. Compensation: District will compensate Contractor for services as set forth in the rate schedule documented in **Attachment C, Rate Schedule** (unless addressed in Attachment A)

attached hereto and made a part hereof. District's total payments to Contractor under this Agreement will not exceed \$_____ ("Payment Limit") for all services rendered and all reimbursable expenses. District will not pay for services that exceed the Payment Limit unless District has approved a contract amendment in advance. All reimbursable expenses incurred as part of this Agreement will be reimbursed at actual cost, and no expenses will be advanced by District.

b. Time of Payment: Contractor will submit his/her compensable hours and reimbursable expenses monthly, and District will make payments on the approved reimbursable expenses within forty-five (45) days, provided that the amount paid Contractor will not exceed that percentage of the Payment Limit which equals the percentage of Contractor's work completed at the time.

5. Insurance Requirements.

Contractor will have and maintain the policies set forth in the **Attachment D, Insurance Requirements**, attached hereto and incorporated herein by reference. **Contractor must provide all insurance coverage, certificates and endorsements required by this Agreement before the District will execute this Agreement. The insurance coverage must be kept current during the term of this Agreement for payments to continue to be authorized.** All policies, endorsements, certificates, and/or binders will be subject to approval by District as to form and content. These requirements are subject to amendment or waiver only if approved in writing by District. A lapse in any required insurance coverage during this Agreement will be a breach of this Agreement.

6. Contractor as Independent Contractor

It is expressly agreed that in the performance of the services under this Agreement, Contractor will be, and is, an independent contractor, and is not an agent or employee of District. Contractor has and will retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him/her in the performance of his/her services hereunder. Contractor will be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding, and all other regulations governing such matters, and will be solely responsible for his/her own acts and those of his/her subordinates, subcontractors, agents and employees.

7. Brokers and Agents

Contractor warrants that he/she has not employed nor retained any broker, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that he/she has not paid nor agreed to pay any broker, agent, company, nor persons other than bona fide employees any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this Agreement. Contractor will indemnify, defend, protect and hold harmless District, its directors, officers and employees from such claims.

8. Compliance with Laws

Contractor will comply with all federal, state and local laws and regulations applicable to his/her work hereunder. Contractor will use his/her professional judgment and expertise to verify interpretations of applicable law, codes, regulations, and ordinances, from the appropriate government agency(s) and authorities having jurisdiction over the project. Such efforts will be undertaken in accordance with the acceptable standard of care for this type of project. Where applicable, Contractor will comply with all mitigation measures identified in the project's environmental review documents.

9. Certification of Eligibility

By signing this Agreement, Contractor certifies that Contractor and any subcontractors are not listed as ineligible on the System for Award Management (SAM), a GSA administered website (<http://www.sam.gov>).

10. Termination of Agreement for Convenience

District may terminate the whole or any part of this Agreement for convenience and without cause at any time. In such event, District will give written notice of such termination. In the event of such termination, Contractor will have the right to expend reasonable additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor will present to District a complete report of said proposed job closure and its costs, and District may approve all or any part of said expense. Such additional time will not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by District, together with any other charges outstanding at the time of termination, will be payable by District within thirty (30) days following submission of a final statement by Contractor.

11. Nondiscrimination

During the performance of this Agreement, Contractor agrees as follows:

a. Contractor and Contractor's subcontractors will not discriminate against any employee or qualified applicant for employment on the basis of any legally protected classification including but not limited to sex, race, gender identity, creed, color, ancestry, religion, national origin, ethnic group identification, age, disability, medical condition, genetic information, marital status, or sexual orientation. Contractor and any subcontractors agree to comply with all nondiscrimination requirements for public contracting under State and Federal law. Contractor and Contractor's subcontractors will take affirmative steps to ensure that qualified applicants are employed and that employees are treated during employment without regard to their sex, race, gender identity, creed, color, ancestry, religion, national origin, ethnic group identification, age, disability, medical condition, genetic information, marital status, sexual orientation or any other legally protected classification. This equal treatment will apply but not be limited to, the following: upgrade, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

b. Contractor and Contractor's subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to sex, race, gender identity, creed, color, ancestry, religion, national origin, ethnic group identification, age, disability, medical condition, genetic information, marital status, sexual orientation, or any other legally protected classification.

c. Contractor and Contractor's subcontractors will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this non-discrimination clause.

12. Labor Code/Prevailing Wages.

To the extent applicable, Contractor and Contractor's subcontractors will comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation, and payment of prevailing wages as determined by the Director of California Department of Industrial Relations. Contractor will defend, indemnify and hold harmless the District for any costs, claims and expenses arising from the failure of Contractor or Contractor's subcontractors to pay applicable prevailing wage rates.

13. Indemnification

a. Contractor agrees to indemnify, hold harmless, defend and protect District, its officers, directors, agents, employees, and invitees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by or the omission of Contractor, unless the injury or damage resulted from the sole negligence or intentional and willful misconduct of District, its officers, directors, agents or employees.

b. District will have no responsibility to safeguard the equipment and property of Contractor or any of his/her subcontractors. District will have no responsibility to safeguard or protect the Contractor, or his/her employees, agents, officers, directors, or any of his/her subcontractors from bodily or personal injury (including death).

c. In the event a claim is made against District or District is named a co-defendant in any action encompassed by paragraph 7(a) above, Contractor will immediately notify District of such fact, and at District's option will either retain legal counsel reasonably acceptable to District to represent District in such action at Contractor's sole expense or reimburse District for District's litigation costs, expenses and attorneys' fees in undertaking to represent itself.

d. Contractor hereby waives all claims and recourse against District, including the right of contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases District from any liability relating to or in any way connected to Contractor's activities or Contractor's use of the property, premises or facilities, unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of District, its officers, directors, agents or employees.

e. The provisions of this section will survive the termination or expiration of this Agreement.

14. Default

If Contractor defaults in any obligation of Contractor under this Agreement, or Contractor defaults in the performance of any of the terms and conditions of this Agreement, District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following:

- a. Enforce performance of the Agreement by Contractor,
- b. Terminate this Agreement and Contractor's services thereunder, or
- c. Perform the obligations of the Contractor, whereupon Contractor will, on District's demand, reimburse District for any amounts paid, expenses, and/or damages incurred by District in the performance of such obligations, including District's increased cost in performing the work (if any), together with interest at the maximum rate allowed by law. District at its option may deduct any sum due to District from sums to be paid by District to Contractor.

The above remedies are in addition to any other remedies at law or equity District may have. Contractor will pay or reimburse District for all of District's costs and expenses, including reasonable attorneys' fees incurred in enforcing its rights hereunder.

15. Assignment

Contractor will not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of District, and any attempt to assign or transfer without such prior written consent will be void. Consent to any single assignment or transfer will not constitute consent to any further assignment or transfer.

16. Contractors Books and Record/Audit

Contractor and Contractor's subconsultants, if any, will maintain any and all ledgers, books of account, invoices, vouchers, and any other records or documents pertaining to charges for services, expenditures and disbursements to District under this Agreement for a minimum of three (3) years, or such longer period required by law, from the date of final payment to Contractor by District. Any records or documents required to be maintained under this section will be made available to District for inspection and copying upon request. In accordance with California Government Code Section 8546.7, this Agreement and the Consultant's books and records related to this Agreement will be subject to the examination and audit of the State

Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

17. Advice of Counsel/Attorneys' Fees

Both parties have had a full and complete opportunity to have the Agreement reviewed by legal counsel. A presumption or rule that ambiguity be construed against the drafting party will not apply to the interpretation or enforcement of this Agreement.

If either party prevails against the other in a legal action concerning any aspect of this Agreement, such successful party will be entitled to recover its reasonable attorneys' fees and costs incurred in such action from the losing party.

18. Notices

If either party desires or is required to give notice to the other, such notice will be given in writing, and will be personally delivered or sent by prepaid U. S. certified or registered postage, return receipt requested, addressed to the recipient as follows:

DISTRICT: East Bay Regional Park District
Attention: _____
2950 Peralta Oaks Court
Oakland, CA 94605
Phone: _____
Email: _____

CONSULTANT: _____
Attention: _____
Address: _____
Phone: _____
Email: _____

19. Governing Law

This Agreement will be construed and interpreted in accordance with the laws of the State of California. If either party brings any action, such action will be venued exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

20. Conflicts of Interest.

Contractor declares that Contractor has no interest and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services hereunder. Contractor further declares that in the performance of this Agreement no subcontractor or person having such interest will be employed. No officer or

employee of the District with responsibility for review, approval or carrying out of the work to be performed will be hired by Contractor during the term of this Agreement.

21. Entire Agreement

This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement cannot be amended or modified except by written agreement of all the parties. In the event that the terms or conditions of any Attachments to this Agreement (Except for Attachment D, Insurance Requirements) conflict, directly or indirectly, with paragraphs 1 through 24 of the Agreement or Attachment D, the provisions of paragraphs 1 through 24 of the Agreement and Attachment D will control.

22. Severability

The unenforceability, invalidity or illegality of any provision will not render the other provisions unenforceable, invalid or illegal.

23. No Waiver

The waiver of any breach of a term or requirement of this Agreement does not constitute a waiver of any other breach of that term or requirement or any other term or requirement of this Agreement.

24. Counterparts

This Agreement may be executed in counterparts, manually and/or electronically, and/or by fax, and/or by scan and email, and all so executed will constitute one agreement which will be binding upon all parties hereto, notwithstanding that the signatures of all parties do not appear on the same page. A facsimile signature, electronic signature, and/or scanned and emailed signature will be binding upon any party as though it were an original.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, as of the day, month and year first herein above written.

EAST BAY REGIONAL DISTRICT:

CONTRACTOR:

By:

By:

AGM (up to \$25,000) or GM (over \$25,000)

Title:

Date:

Date:

ATTACHMENTS:

- Scope of Work Attachment A
- Payment Provisions Attachment B
- Notice Provisions Attachment C
- Insurance Requirements Attachment D

**CONTRACT FOR SERVICES
ATTACHMENT A**

**GENERAL CONDITIONS
FORMAL BID
GRAZING AREA MAPS**

**CONTRACT FOR SERVICES
ATTACHMENT A
GENERAL CONDITIONS**

GENERAL CONDITIONS

1. GENERAL

The purpose of the General Conditions is to establish certain conditions particular to the control and execution of the work of this project.

2. DISTRICT REPRESENTATIVE

During the term of this Contract, the District's Representative is fully authorized to represent the District in all contract matters. The District Representative shall make all final decisions as to the intent of the RFP, the Contract and Specifications and Conditions, the amount and quality of work furnished, the manner and rate of work performed, the fulfillment of the Contract and any compensation due Contractor.

3. CONTRACT FOR SERVICE

Contractor agrees to supply, utilize, and care for no less than four hundred goats and or mixed goat/sheep herd to graze up to five months each year, as selected by District, for the purpose of removing potentially flammable vegetation in such areas.

In general, the plan of operation shall be to confine the livestock with two (2) to ten (10) acre enclosures using portable electric fencing, or other methods approved by District, until the agreed upon level of grazing in the enclosure is completed, and then move the grazing stock to the next enclosure or enclosures. The goal is, where feasible, to reduce grasses to an approximate height range of four (4) to six (6) inches. In addition to browsing of brush species.

District shall periodically inspect the area being grazed and notify Contractor when enough vegetation has been removed and entire mapped area is completed. Contractor shall take care to avoid soil erosion problems caused by temporarily overstocking, such as exposing bare soil excessively in grassland areas and causing excessive powdering of soil. Contractor shall take care to protect trees 4 to 8 inches in diameter breast height (DBH) from bark stripping or girdling damage, by using tarps, portable fencing, or other means.

The animals shall be completely fenced in, except when being herded between locations, and always attended by a shepherd. Contractor shall keep roads and trails open and accessible for public use whenever possible but may upon notification to District's representative close them temporarily for reasons of security or difficulty of fencing, or while herding the animals between locations.

4. TERM

The term of this Agreement shall commence upon the date hereof, and continue until December 31, 2025, at which time an option for up to three one-year renewals will be considered at the District's sole discretion. Grazing shall be completed during the period between April 1, and August 15, each year.

5. COMPENSATION

Prior to each year's grazing, District shall determine the areas and acreage to be grazed according to the grazing plan shown in the Formal Bid Proposal.

District shall make a reasonable effort to keep the total acres to be grazed relatively constant from year to year. Contractor shall be compensated for yearly cost according to the information in the yearly cost-proposal form, less the amount of any reduction for late completion as described below. Contractor agrees to complete each grazing area in the grazing plan by the target completion date. Any changes to the target completion dates must be approved in advance and in writing by District. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine, in the event that Contractor does not meet the target completion dates, beginning the first day after the target completion date for each grazing area, a ten percent reduction in the cost for that area will be imposed by the District. After the first month, an additional ten percent reduction in costs per month will be imposed until the site is completed. The District may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor.

District recognizes that Contractor may, for logistical reasons, require temporary holding areas adjacent to existing District grazing projects. District may, at its own discretion, designate such areas, and Contractor agrees to graze on them free of charge. Contractor shall not use District grazing areas or designated holding areas for staging private grazing projects or non-District projects without District's prior approval.

In the event grazing is not completed by August 15, in the Agreement areas or by the end of any grazing period extension which may have been granted by District, compensation shall be limited to the acreage completed, less the amount of any reduction for late completion as described above. Compensation for partial completion because of bad weather or other unforeseeable conditions shall also be limited to the acreage completed.

6. RULES AND REGULATIONS

Contractor agrees to comply with existing published rules and regulations of the District in conducting its operations under this Agreement. Disobeying or violating District rules and regulations may result in termination of contract.

7. CAMPING

The District will work with Contractor to designate space at each grazing area for Contractor's trailer and grazing-related equipment. At each grazing area, up to four shepherds may camp with the herd for the purposes of a temporary base of operations and security of Contractor's animals. Camp sites shall be limited to a total of not more than three trucks, two living trailers, one non-living or livestock trailer and ancillary

equipment (like generators, hoses, watering troughs, etc.). Generators must be properly maintained and located in an area void of flammable vegetation. Sewage from the living trailers shall be collected and disposed of in accordance with applicable health regulations. All trailers shall be neat, tidy and in a habitable condition. Camps shall be kept neat and clean. Open campfires shall not be allowed. District may direct Contractor to move camps to different locations within the sector at Districts discretion. Contractor agrees to remove all vehicles, trailers, fencing, trash, waste, water containers, and other materials upon completion of grazing at each area.

The contractor is required to have on-hand a 10-lb ABC fire extinguisher within the living trailers being owned by Contractor.

8. FENCING

All portable electric fencing shall be set back from trail edges or placed along trails to allow safe passage by trail users and horses. Prior to energizing fencing, Contractor agrees to post signs supplied by District a minimum of every 75 feet apart along such fencing where it meets, runs alongside, or otherwise interfaces roads, trails, open fields, or other areas accessible to the public. Fencing should also consider, as necessary, appropriate setbacks from areas that have been sprayed with herbicides. Herd animals should never be allowed to run free or escape from the designated grazing area into areas that are excluded from grazing. Should a goat or sheep escape, it shall be located as soon as possible and removed from the unauthorized site. Shepherds are always required to be onsite to ensure that the goats and sheep are adequately managed, and that the goats and sheep only eat undesirable plants and are restricted or kept away from areas that are subject to herbicide treatment. Contractor shall take all prudent measures to ensure that no invasive weed seeds will be transmitted on the fencing and by the herd to any District properties that are grazed.

9. SIGNAGE

Prior to energizing, Contractor shall erect appropriate signage along the contractor's installed portable electric fencing that face publicly accessed roads, trails, residential areas, open fields, or other areas accessible to the public. Signage will warn pedestrians that the fence is electrically charged. Contractor may post "Dogs on Leash" signs within 300 feet of any grazing project.

10. SPREAD OF INVASIVE SPECIES PREVENTION

To control the spread of non-native, invasive, and noxious pest plant species, the District representative may require the herd(s) be flushed (evacuated) of biological waste prior to entering a new grazing area to limit the amount of non-native, invasive seed material that will be transported to the new site with the herd. All flushing expenses will be incurred by the contractor.

Where and when a herd will be moved from an area where any of the non-native, invasive pest plant species listed below are present to an area on District parkland where the invasive pest plant species is/are not present, the herd will be flushed of the

invasive vegetative remnants in their digestive tract for at least two (2) days. The flushing of the herd can occur at or near the original site of invasive plant infestation or off-site, at the discretion of the contractor and with agreement from the park supervisor. If supplemental feed necessary during flushing, the feed shall be certified weed-free. The District representative will determine if the herd would need to be flushed prior to moving into a new grazing site.

The targeted pest plant species that shall be flushed in order to avoid spreading from one grazing area to another area are:

Yellow Starthistle (<i>Centaurea Solstitialis</i>)	Purple Starthistle (<i>C. Calcitrapa</i>)
Artichoke Thistle (<i>Cynara Cardunculus</i>)	Fennel (<i>Foeniculum Vulgare</i>)
Fuller's Teasel (<i>Dispacus Sativus</i>)	Wild Teasel (<i>D. Fullonum</i>)
French Broom (<i>Genista Monspessulana</i>)	Scotch Broom (<i>Cytisus Scoparius</i>)
Spanish Broom (<i>C. Multiflorus</i>)	Medusahead (<i>Elymus Caput-Medusae</i>)
German Ivy (<i>Delairea Adorata</i>)	Greater Periwinkle (<i>Vinca Major</i>)
Puncture Vine (<i>Tribulus Terrestris</i>)	Perennial Pepperweed (<i>Lepidium Latifolium</i>)
Oblong Spurge (<i>Euphorbia Oblongata</i>)	Barbed Goatgrass (<i>Aegilops Triuncialis</i>)
Harding Grass (<i>Phalaris Aquatica</i>)	Ripgut Grass (<i>Bromus Diandrus</i>)
Stinkwort (<i>Ditrichia Graveoles</i>)	

II. USE OF PARK TRAILS AND ROADS

The District Representative must be notified if the Contractor needs to temporarily close a park trail or park road for public safety. No work shall be done at times when, in the discretion of the District Representative, weather or site conditions are unsafe or likely to cause damage to park trails, roads, natural or cultural resources. Damages or alterations (unless pre-approved) to drainages, District roads, parking lots or fire roads will be repaired to District standards at the sole cost of the Contractor. Traffic control will be the sole responsibility of the Contractor. When moving livestock or shepherds within 200 feet of roads and trails, Contractor shall post a lookout on such roads or trails to ensure the safety of park users. All traffic control measures required by the appropriate city or county jurisdiction for road closure shall be adhered to as a condition of the project. Flagger shall wear highly visible orange, yellow-green, or fluorescent-colored garments and shall use advance warning signs, cones, and STOP/SLOW paddles.

- A. Contractor agrees to minimize and restrict non-essential driving on park trails or roads in rainy weather, and to consult with District where rutting or another type of trail damage is threatened.
- B. Where grazing areas run adjacent to roadway infrastructure such as guardrails, retaining walls, and signs, and grazing is limited, Contractor will weed whip or remove weedy vegetation to height of four (4) to six (6) inches.

12. DISTRICTS REPRESENTATIVE

The District's representative will be identified in the Contract for Services agreement.

13. COMMUNICATION

Contractor shall maintain a telephone or pager by which District representatives may make contact for emergency or operational purposes. Contractor agrees to respond to telephone or pager calls within one hour. If such response cannot be made within one hour, Contractor shall, in advance, designate a responsible, decision-making representative, or make alternative arrangements for contact. Contractor shall immediately advise the District's Emergency Communications Center of any changes in the Contractor's contact information.

- A. Contractor agrees to not transport livestock during the holidays of Mother's Day, Father's Day, Memorial Day, and 4th of July.
- B. Contractor agrees to notify the Park Supervisor two weeks prior of moving livestock into the Park area being grazed.

14. WATER

The Contractor shall be responsible for the coordination and securing of water access for all livestock during grazing, including securing a local water agency meter. This may include streams, creeks, ponds, District owned hydrants, standpipes, or portable water tanks. Any local water agency costs associated with securing the water source shall be included in the Contractor's unit price bid. The District may provide guidance to Contractor on the most appropriate water source for each grazing area, however the Contractor is responsible for the cost of meter fees, water holding structures, etc. for each location.

15. ANIMAL CARE

It is the Contractor's sole responsibility to ensure that animals used in the vegetation management operations are healthy. Contractor's dogs used in the operation need not be leashed but must always be under voice control. All animals shall have appropriate care, including being offered adequate amounts of water to support the health and welfare of the herd. Each animal shall have required identification (ear or collar) tags; vaccinations shall be current with current documentation. Sick or distressed grazing livestock or guard animals shall be immediately removed from the herd and provided immediate appropriate veterinary care. Once adequate grazing has been achieved at a location, the herd shall be relocated to the next location to prevent overgrazing, habitat destruction, soil erosion, and to ensure that the livestock are adequately fed.

16. OUTBREAKS OF DISEASE

Contractor shall immediately report to District and all proper governmental authorities any case of infectious animal disease appearing in livestock on the premises, and shall, at Contractor's sole cost and expense, take all steps required to isolate, control, and

eliminate any such disease. Livestock exhibiting symptoms of diseases communicable to humans shall be immediately removed from the premises.

17. DEAD ANIMALS

Contractor must dispose of dead livestock or other animals that are part of Contractor's operations in accordance with District and local ordinances. Contractor's dead animals cannot be buried on District property or disposed of in District trash receptacles.

18. FIREARMS

Firearms are not permitted on District property. Problem animals interfering with livestock operations shall be handled through the District's Public Safety Department in cooperation with County Animal Control or the California Department of Fish and Wildlife.

19. CONTRACTOR REPORTS

Contractor agrees to submit a summary report via email after the completion of each grazing unit. The report shall contain the name of the grazing unit and areas, number of livestock used, fuel type treated, and any persistent issues or complications encountered during treatment of the areas. The summary report will be submitted to District representative at time of invoice.

20. OVERGRAZING DAMAGES

In the event an area is overstocked, and bare ground is visible in areas over 50% in the area used, contractor will be responsible for erosion control treatment that may include installing wattle, covering bare ground with straw or other methods approved by the District at contractor expense.

21. PROTECTION OF SPECIAL STATUS PLANTS

In grazing areas with identified and known populations of State or Federally listed special status plants, Contractor shall take adequate measures, as directed by District representative, to ensure their protection from harm while grazing or in transportation of the herd.

22. H-2A TEMPORARY AGRICULTURAL WORKERS

The H-2A program allows U.S. employers who meet specific regulatory requirements to bring foreign nationals to the United States to fill temporary agricultural jobs. A U.S. employer, described in the regulations, must file Form I-29, Petition for Nonimmigrant Worker, on a prospective worker's behalf.

- A. Contractor shall follow all regulation requirements related to the H-2A program.
- B. H-2A petitions may only be approved for nationals of countries that the Secretary of Homeland Security has designated, with the concurrence of the Secretary of State as eligible to participate in the H-2A program.

23. ADVICE OF COUNSEL

Each party hereto has been provided full opportunity for review of this Agreement by legal counsel. Therefore, no presumption of ambiguity shall be ruled against the drafting party or shall apply to the interpretation or enforcement of this Agreement.

**CONTRACT FOR SERVICES
ATTACHMENT A
FORMAL BID**

**CONTRACT FOR SERVICES
ATTACHMENT A
GRAZING AREA MAPS**

EXHIBIT B

INSURANCE REQUIREMENTS

ATTACHMENT D

INSURANCE REQUIREMENTS

Contractor will procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his/her agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage will be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit will be twice the required occurrence limit.

B. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

C. Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and will be entitled to the broader coverage and/or higher limits maintained by the contractor.

II. OTHER INSURANCE REQUIREMENTS

A. The insurance policies are to contain, or be endorsed to contain, the following provisions:

I. Additional Insured Status

The District, its officers, directors, officials, agents, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage will be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, directors, officials, agents, employees, or volunteers will be excess of the Contractor's insurance and will not contribute with it.

3. Notice of Cancellation

Each of the above policies must contain a provision that the policy will not be cancelled or the terms or conditions thereof materially changed without **thirty (30) days' prior written notice to District**. No cancellation provision in any insurance policy will be construed in derogation of the continuous duty of Contractor to furnish the required insurance during the term of this Agreement.

4. Waiver of Subrogation

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

B. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

C. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

D. Verification of Coverage

Contractor will furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E. Special Risks or Circumstances

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CLCA Insurance Solutions PO Box 1330 woodland CA 95776	Christi Buchanan 855-662-2522 530-662-1710 christi.buchanan@arm-i.com
INSURED Contractor's Company Name 1234 Address City State Zip	INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Wesco Insurance Company 25011 INSURER B: Mercer Insurance Comoanv 14478 INSURER C: Securiv National ns Co 019879 INSURER D: Admiral Insurance Comeany 24856 INSURER E: United States Liabi tv nsurance ! 25995 INSURER F:

COVERAGES CERTIFICATE NUMBER: 0412017

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY **PAID CLAIMS**.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	BLIBV EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Installation Floater GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> DLOC OTHER:	WPP122645402	1/1/2017	1/1/2018	EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Installation Floater \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> LIABILITY <input type="checkbox"/> TO RENTED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NO. AU*	WPP122645402	1/1/2017	1/1/2018	EACH OCCURRENCE \$ AGGREGATE \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> EXCESS LIAS <input type="checkbox"/> OED RETENTIONS	27309853	1/1/2017	1/1/2018	EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	SWC1135805	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> E.L. EACH ACCIDENT 1,000,000 <input checked="" type="checkbox"/> E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 <input checked="" type="checkbox"/> E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input type="checkbox"/> Pollution liability	FEI-ECC-23585-00	4/10/2017	4/10/2018	Occurrence/Aggregate
E	<input type="checkbox"/> Professional liability	SP 1562533	3/7/2017	3/7/2018	Occurrence/Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Any and All Work as per written agreement. East Bay Regional Park District, its officers, employees, and agents are additional insured with respects to Auto and General Liability and coverage s Primary and Non-Contributory per attached endorsements. Waiver of Subrogation applies to Workers' Compensation per attached endorsement.

The certificate holder will receive 30 days notice of cancellation. 10 days for non payment of premium.

CERTIFICATE HOLDER

CANCELLATION

East Bay Regional Park District
Risk Management
P. O. Box 5381
Oakland, CA 94605-0381

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Gina Stanley/CHRIST

he--

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COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) \$50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to **5.**

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS -AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

8. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- This insurance does not apply to:
1. "Bodily injury" or "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and you would not seek contribution from any other insurance available to the additional insured.

SAMPLE

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION

BLANKET BASIS

9073

RENEWAL
NF

0-49-08-03

PAGE 1 OF 1

HOME OFFICE

SAN FRANCISCO

EFFECTIVE OCTOBER 1, 2014 AT 12.01 A.M.

EXPIRING OCTOBER 1, 2015 AT 12.01 A.M.

AT 12:01 AM PACIFIC

STANDARD TIME OR THE

TIME INDICATED AT

PACIFIC STANDARD TIME

Contractor's Company Name

1234 Address

City, State Zip

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED UNDER OUR POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

IBIS AGREEMENT APPLIES TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN IBIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR IBIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERIOD OF ORGANIZATION	JOB DESCRIPTION
ANY ORGANIZATION FOR WHOSE NAME INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH IBIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: SEPTEMBER 25, 2014

||||

IL dt

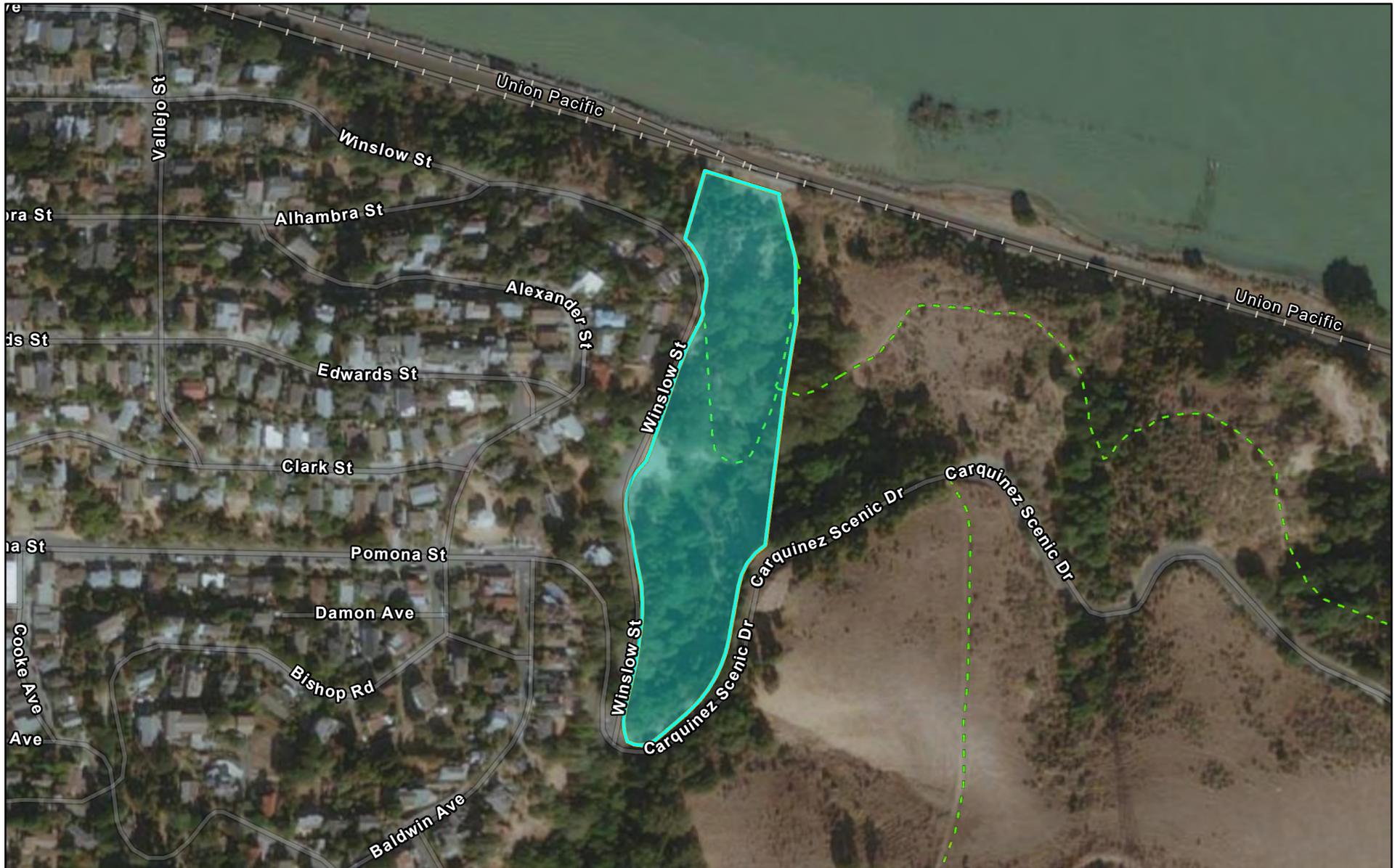
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PRESIDENT AND CEO

EXHIBIT C

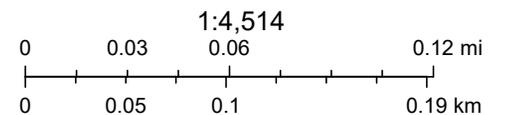
GRAZING AREA MAPS

Castro Ranch Unit_Winslow



10/12/2021, 4:54:48 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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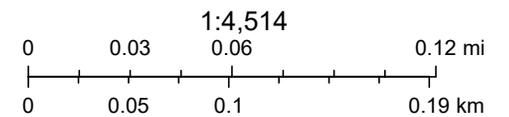
ArcGIS Web AppBuilder

Castro Ranch Unit_Valley View



10/12/2021, 5:04:08 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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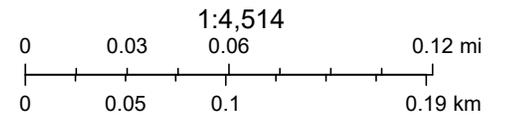
ArcGIS Web AppBuilder

Castro Ranch Unit_Trailside Dr



10/12/2021, 5:02:24 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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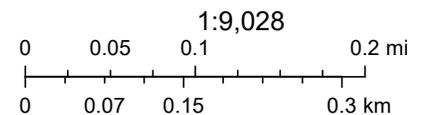
ArcGIS Web AppBuilder

Castro Ranch Unit_Coach Dr



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-  District Roads and Trails
-  Goat Sheep Grazing RFP



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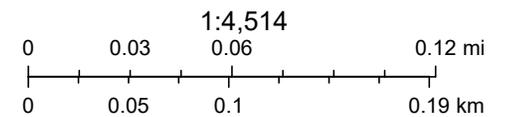
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Castro Ranch Unit_Patra Dr



10/12/2021, 4:57:54 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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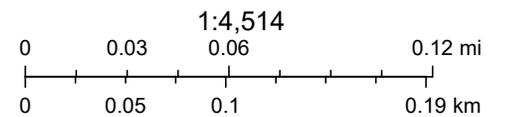
ArcGIS Web AppBuilder

Miller Knox Unit_Crest Ave



10/13/2021, 10:22:13 AM

-  Goatsheep Grazing RFP
-  District Roads and Trails



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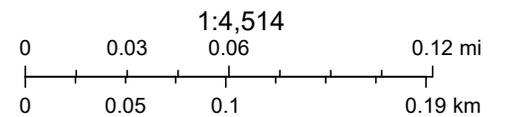
ArcGIS Web AppBuilder

Miller Knox Unit_False Gun



10/13/2021, 10:18:39 AM

-  Goat Sheep Grazing RFP
-  District Roads and Trails



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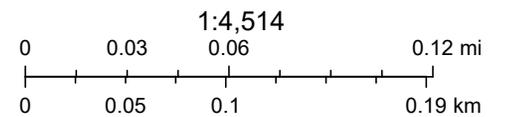
ArcGIS Web AppBuilder

Alvarado Unit_Park Avenue



10/13/2021, 9:53:22 AM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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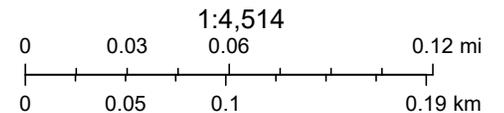
ArcGIS Web AppBuilder

Alvarado Unit_Monte Cresta



10/13/2021, 10:15:52 AM

-  Goat Sheep Grazing RFP
-  District Roads and Trails



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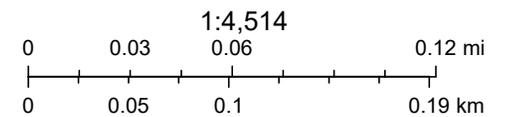
ArcGIS Web AppBuilder

Alvarado Unit_La Colina



10/13/2021, 10:17:01 AM

-  Goat Sheep Grazing RFP
-  District Roads and Trails



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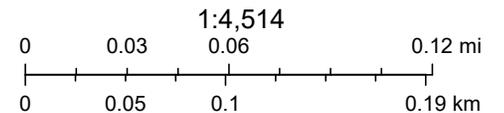
ArcGIS Web AppBuilder

Tilden Unit_Panoramic Way



10/12/2021, 2:16:34 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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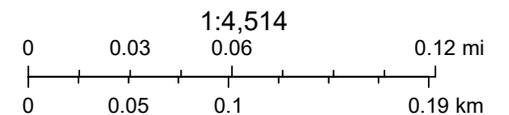
ArcGIS Web AppBuilder

Tilden Unit_Gwin Canyon – Norfolk



10/12/2021, 1:57:03 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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ArcGIS Web AppBuilder

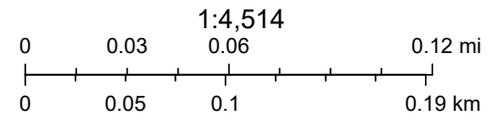
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Tilden Unit_Dwight Way



10/12/2021, 2:30:13 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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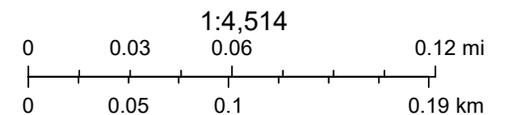
ArcGIS Web AppBuilder

Tilden Unit_Frowning Ridge / Tilden Corp Yard



10/12/2021, 1:53:49 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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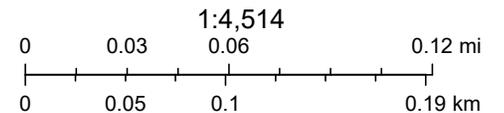
ArcGIS Web AppBuilder

Tilden Unit_Stonewall Rd



10/12/2021, 2:32:27 PM

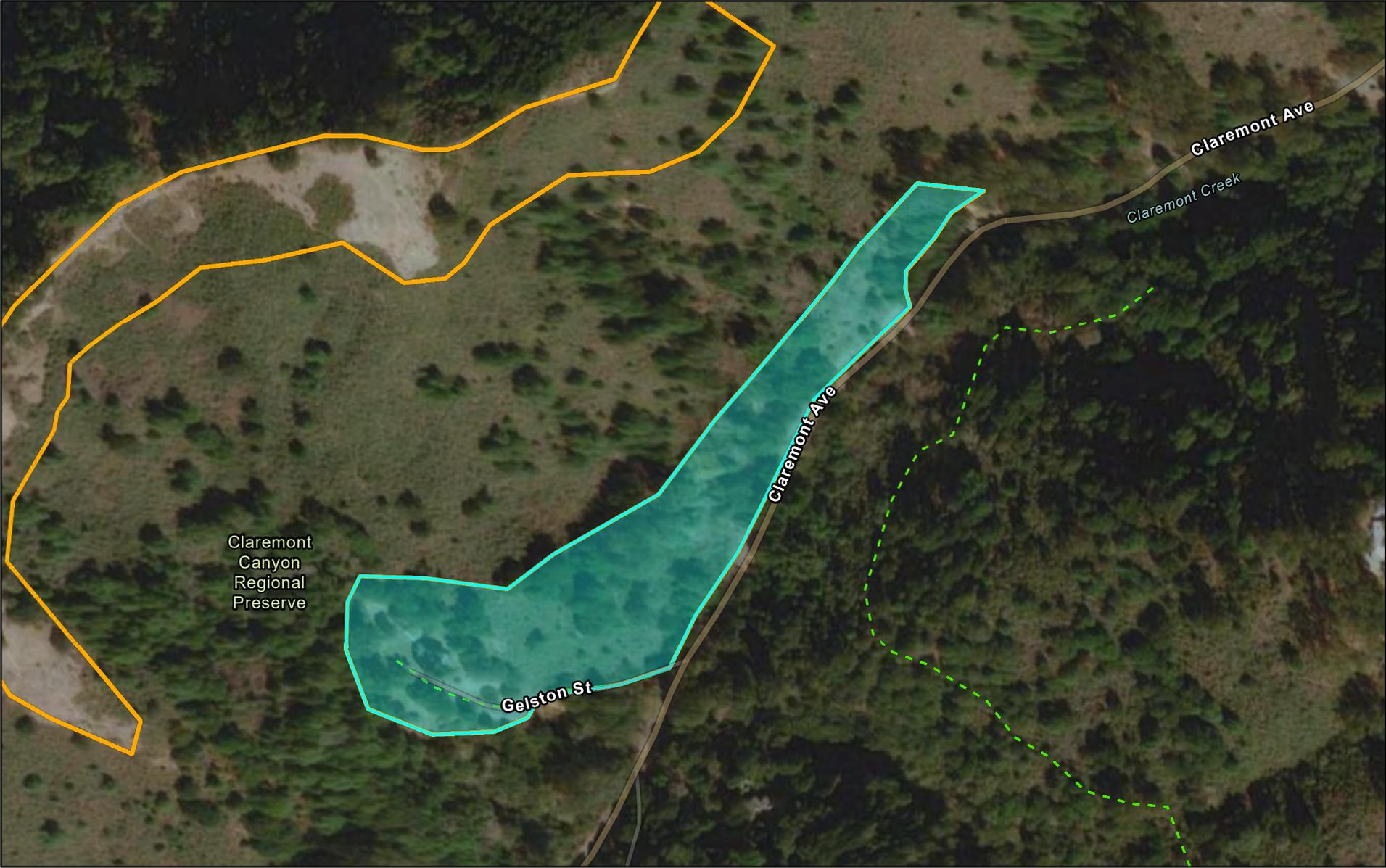
-  District Roads and Trails
-  Goat Sheep Grazing RFP



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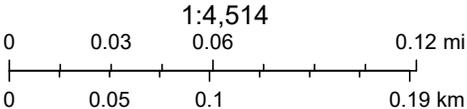
ArcGIS Web AppBuilder

Tilden Unit_Gelston St.



10/12/2021, 2:08:00 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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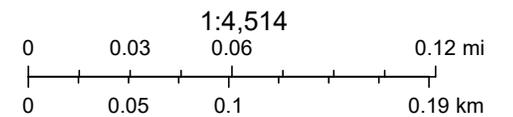
ArcGIS Web AppBuilder

Tilden Unit_Canon Drive



10/12/2021, 11:05:19 AM

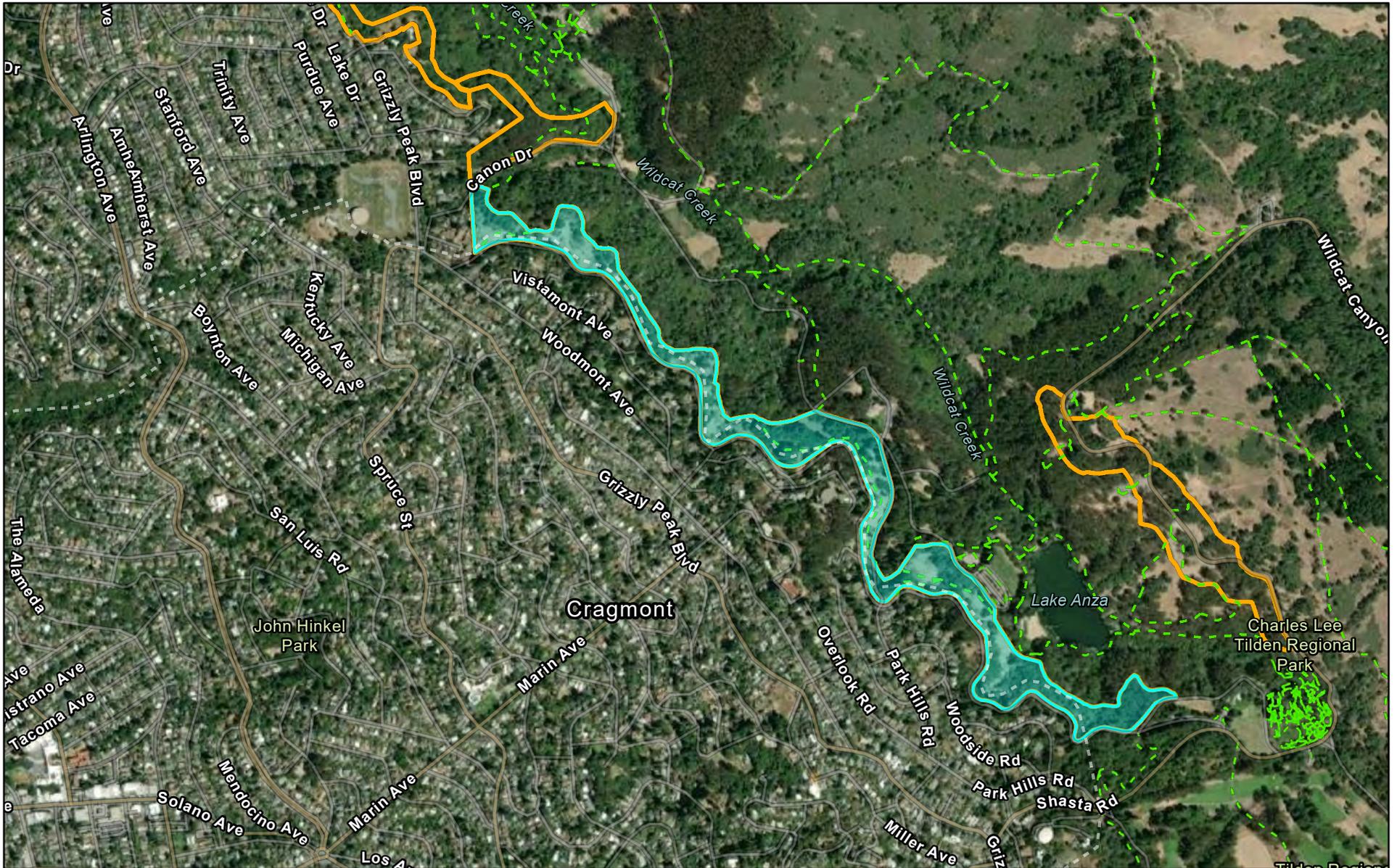
-  District Roads and Trails
-  Goat Sheep Grazing RFP



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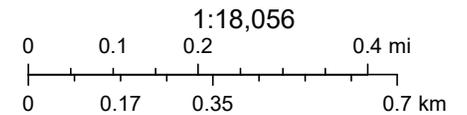
ArcGIS Web AppBuilder

Tilden Unit_Central Park and Wildcat Canyon



10/12/2021, 11:09:22 AM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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ArcGIS Web AppBuilder

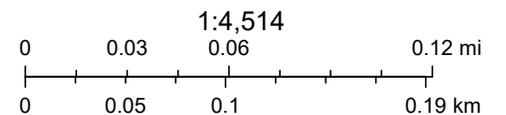
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Tilden Unit_Golf Course



10/12/2021, 11:23:55 AM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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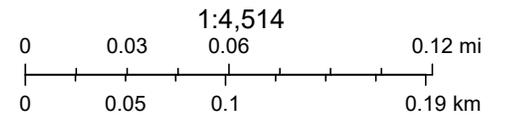
ArcGIS Web AppBuilder

Tilden Unit_Grizzly Flat



10/12/2021, 1:49:49 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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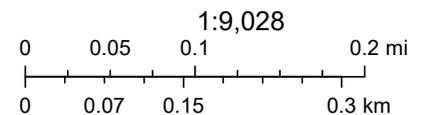
ArcGIS Web AppBuilder

Tilden Unit_Mineral Springs



10/12/2021, 11:11:56 AM

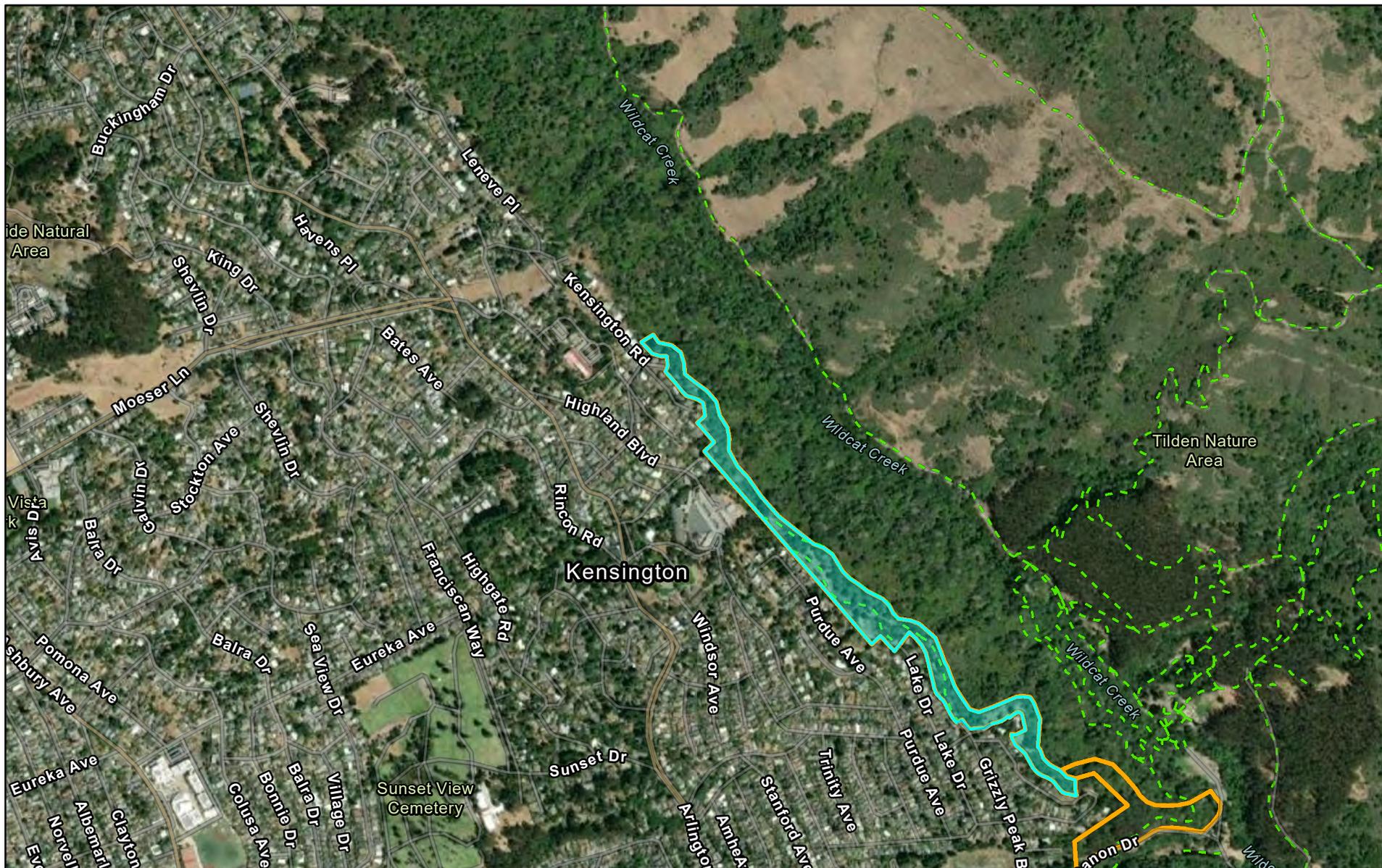
-  District Roads and Trails
-  Goat Sheep Grazing RFP



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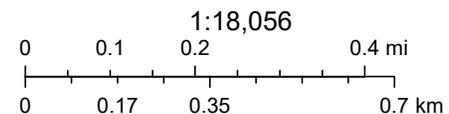
ArcGIS Web AppBuilder

Tilden Unit_Purdue Meadow



10/12/2021, 11:00:49 AM

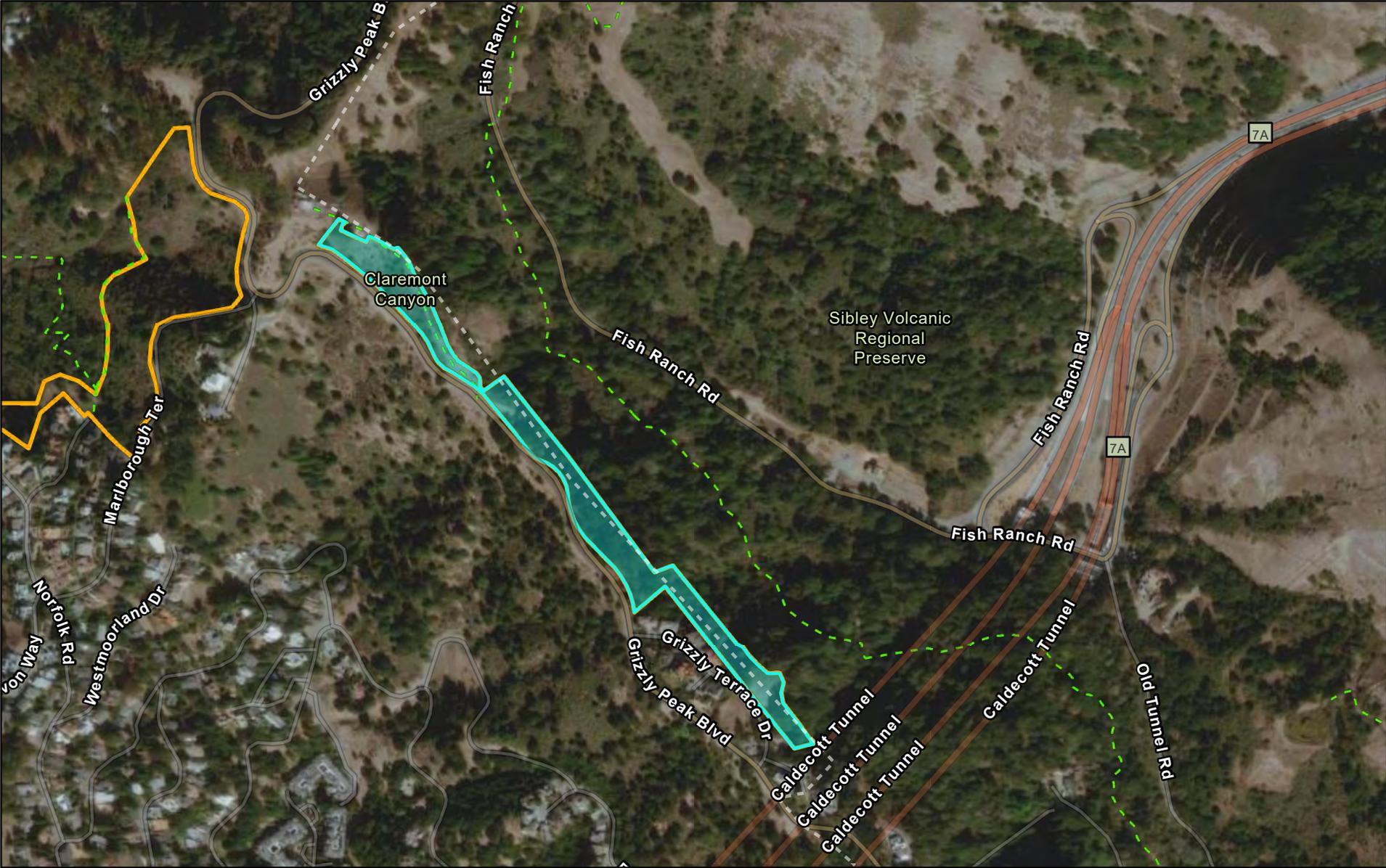
-  District Roads and Trails
-  Goat Sheep Grazing RFP



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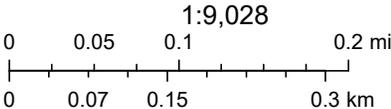
ArcGIS Web AppBuilder

Sibley Unit_Grizzly Peak Estates



10/12/2021, 2:37:00 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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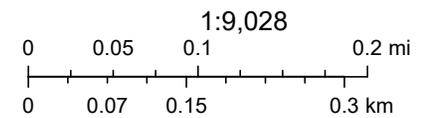
ArcGIS Web AppBuilder

Sibley Unit_Thorndale



10/12/2021, 2:50:53 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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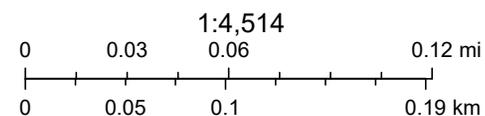
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Sibley Unit_Skyline - Grizzly



10/12/2021, 2:52:58 PM

-  District Roads and Trails
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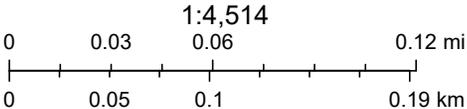
ArcGIS Web AppBuilder

Sibley Unit_Sibley Island



10/12/2021, 2:47:53 PM

- - - District Roads and Trails
- Goat Sheep Grazing RFP



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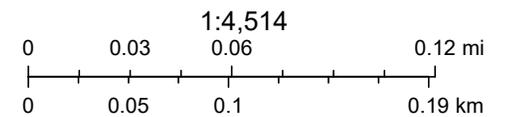
ArcGIS Web AppBuilder

Sibley Unit_North Sibley Island



10/12/2021, 2:41:26 PM

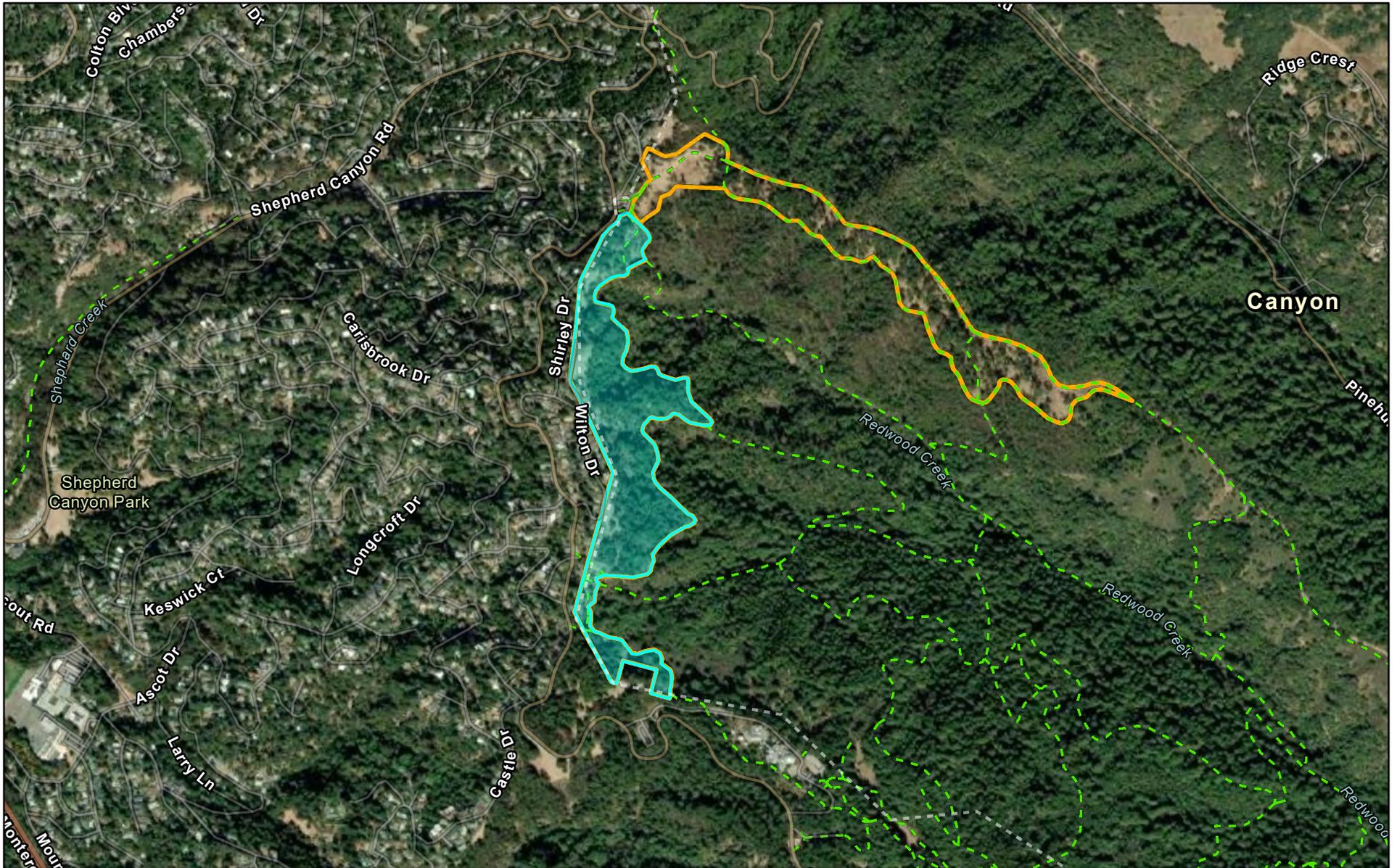
-  District Roads and Trails
-  Goat Sheep Grazing RFP



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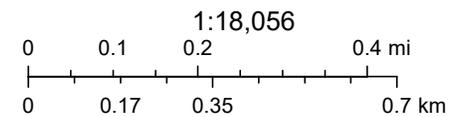
ArcGIS Web AppBuilder

Redwood Unit_West Ridge Trail



10/12/2021, 3:22:19 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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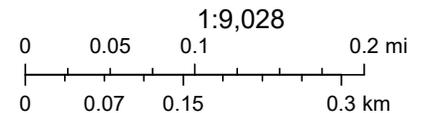
ArcGIS Web AppBuilder

Redwood Unit_Skyline & East Ridge



10/12/2021, 3:18:36 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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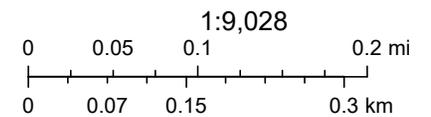
ArcGIS Web AppBuilder

Anthony Chabot Unit_City Stables/EBMUD Water Tank 1 of 2



10/12/2021, 3:37:38 PM

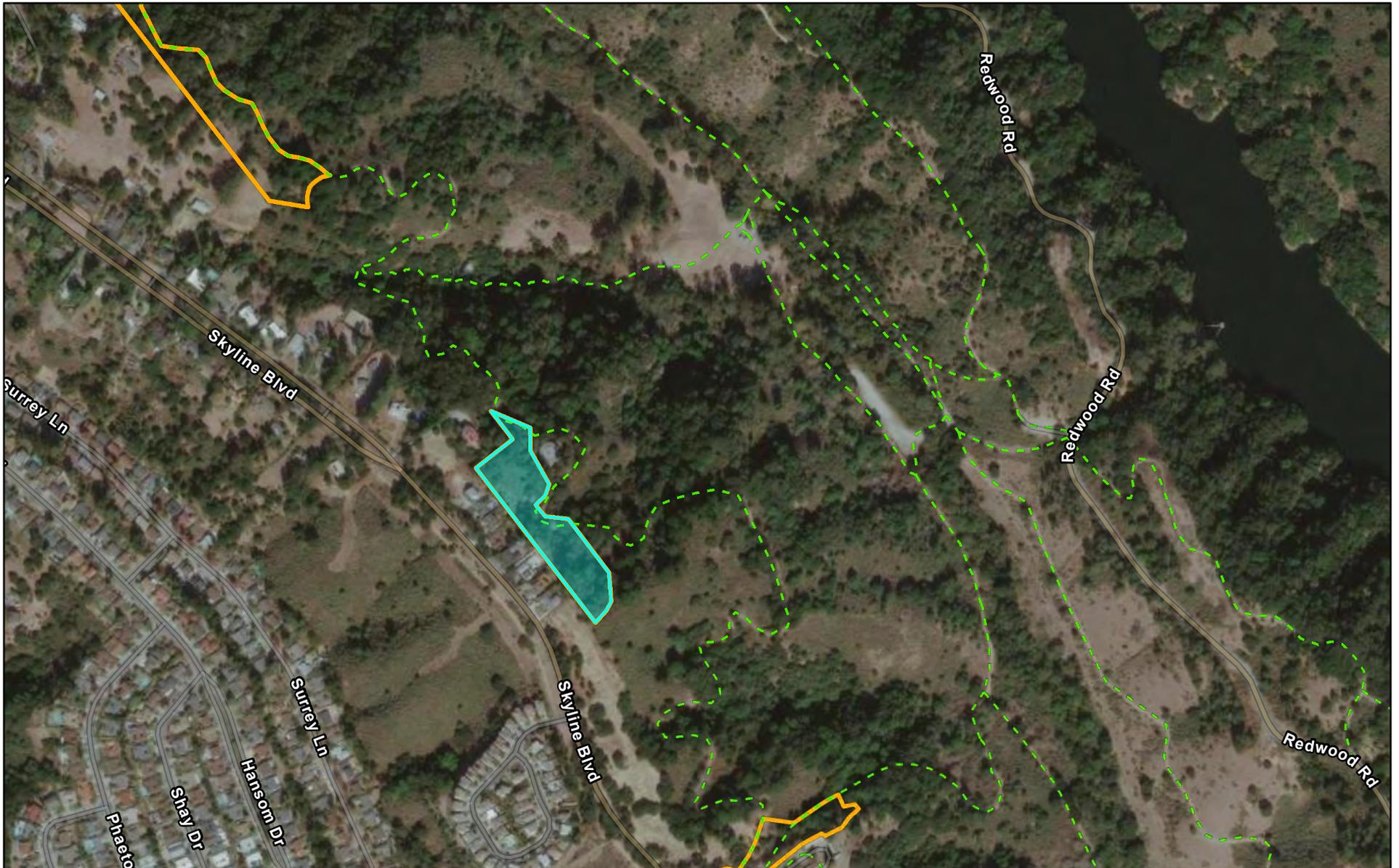
-  District Roads and Trails
-  Goat Sheep Grazing RFP



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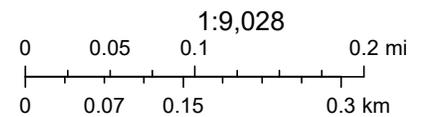
ArcGIS Web AppBuilder

Anthony Chabot Unit_City Stables/EBMUD Water Tank 2 of 2



10/12/2021, 3:39:14 PM

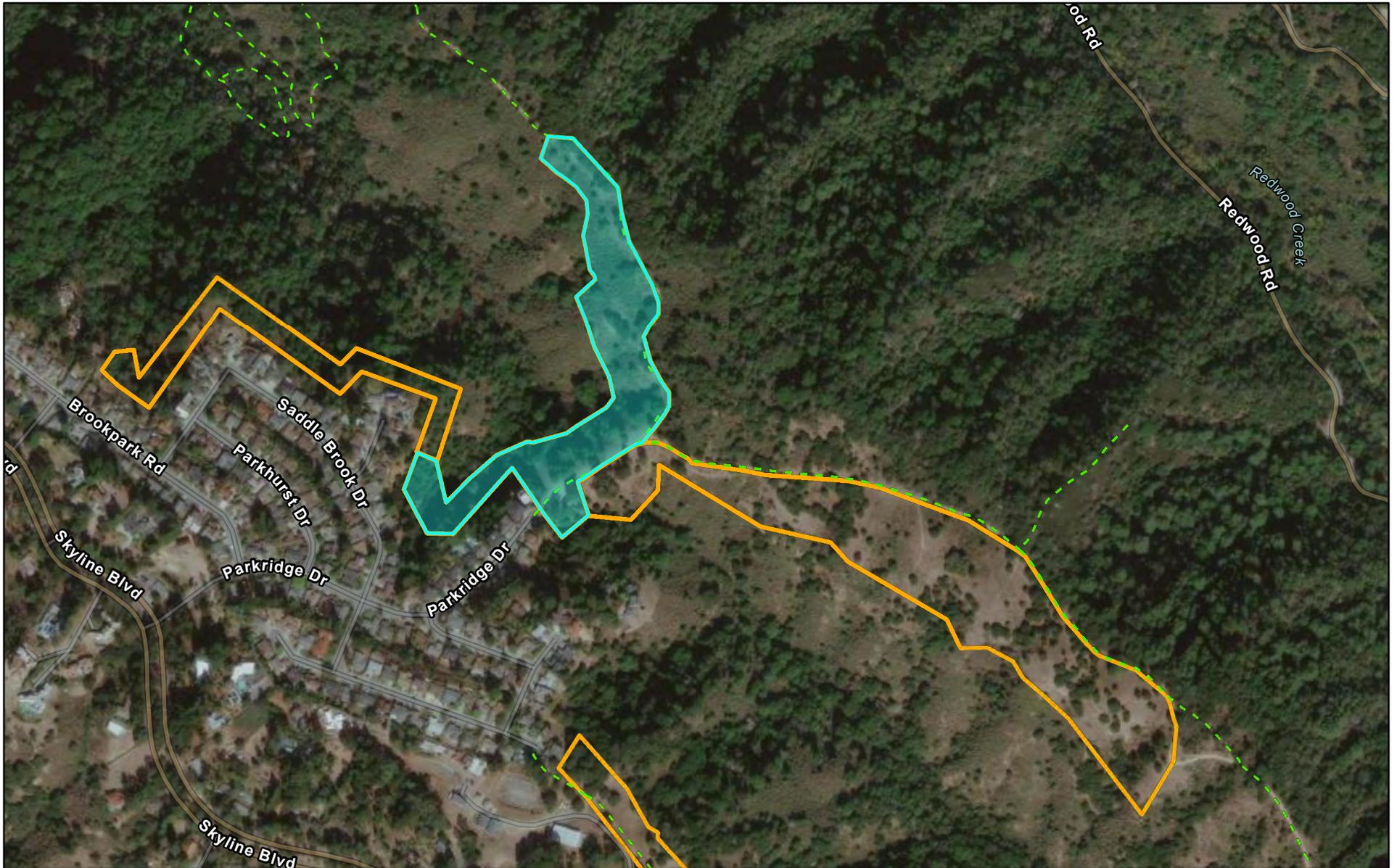
-  District Roads and Trails
-  Goat Sheep Grazing RFP



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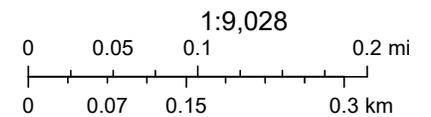
ArcGIS Web AppBuilder

Anthony Chabot Unit_Natural Dam end of Parkridge



10/12/2021, 3:31:22 PM

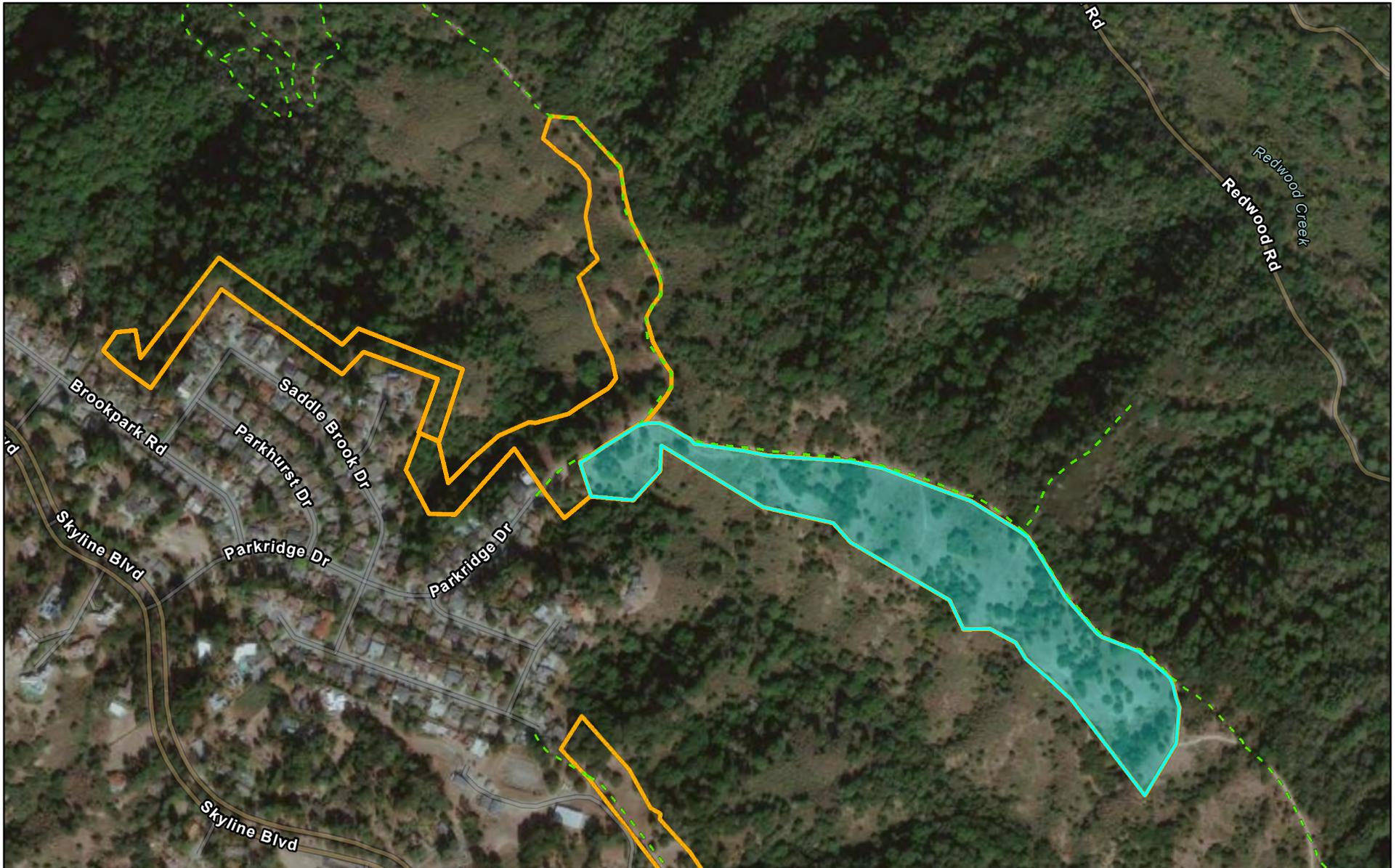
-  District Roads and Trails
-  Goat Sheep Grazing RFP



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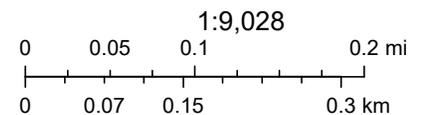
ArcGIS Web AppBuilder

Anthony Chabot Unit_South of Natural Dam



10/12/2021, 3:33:56 PM

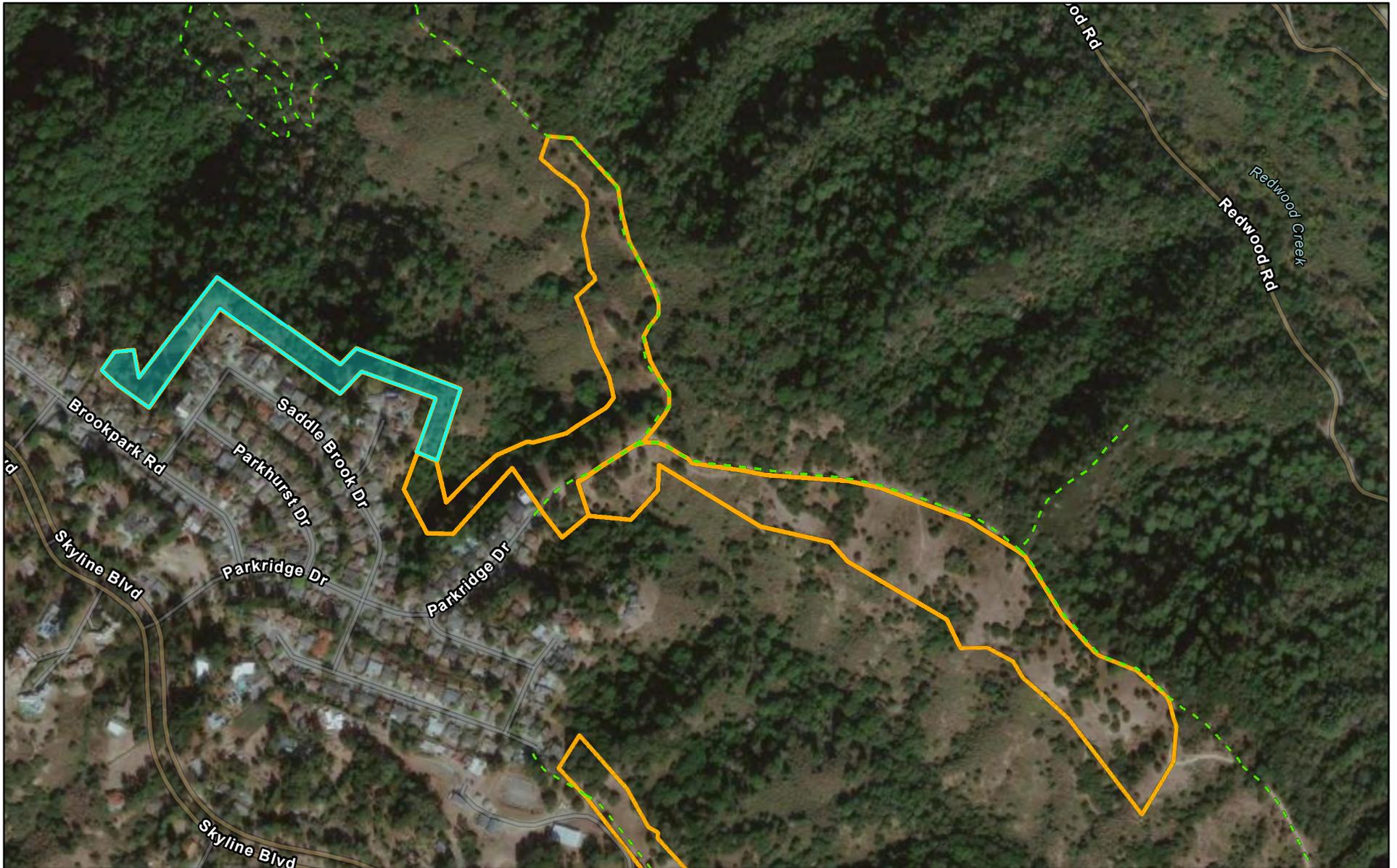
-  District Roads and Trails
-  Goat Sheep Grazing RFP



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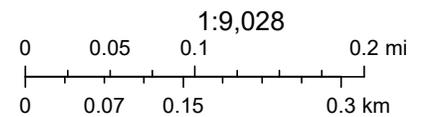
ArcGIS Web AppBuilder

Anthony Chabot Unit_Natural Dam, Saddle Brooke



10/12/2021, 3:26:51 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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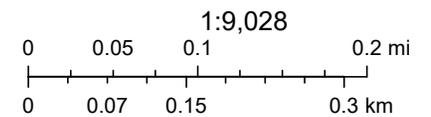
ArcGIS Web AppBuilder

Anthony Chabot Unit_Clyde Woolridge 1 of 3



10/12/2021, 3:42:58 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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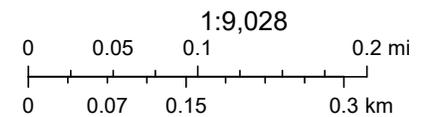
ArcGIS Web AppBuilder

Anthony Chabot Unit_Clyde Woolridge 2 of 3



10/12/2021, 3:58:05 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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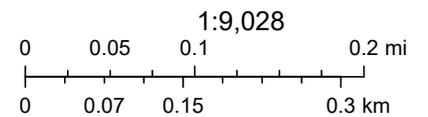
ArcGIS Web AppBuilder

Anthony Chabot Unit_Clyde Woolridge 3 of 3



10/12/2021, 3:59:29 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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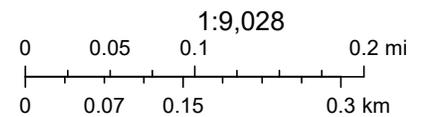
ArcGIS Web AppBuilder

Anthony Chabot Unit_Cottontail Trail



10/12/2021, 4:01:23 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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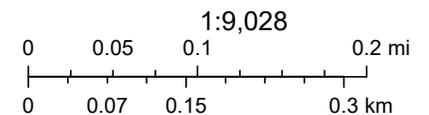
ArcGIS Web AppBuilder

Lake Chabot Unit_South County Corporation Yard



10/12/2021, 4:18:47 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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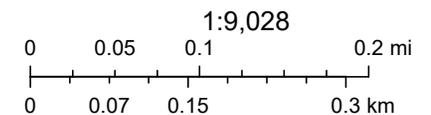
ArcGIS Web AppBuilder

Lake Chabot Unit_Marina Overflow Parking



10/12/2021, 4:19:11 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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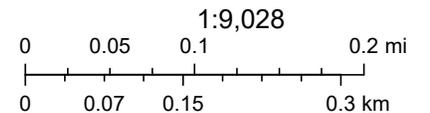
ArcGIS Web AppBuilder

Lake Chabot Unit_Cameron Loop



10/12/2021, 4:18:02 PM

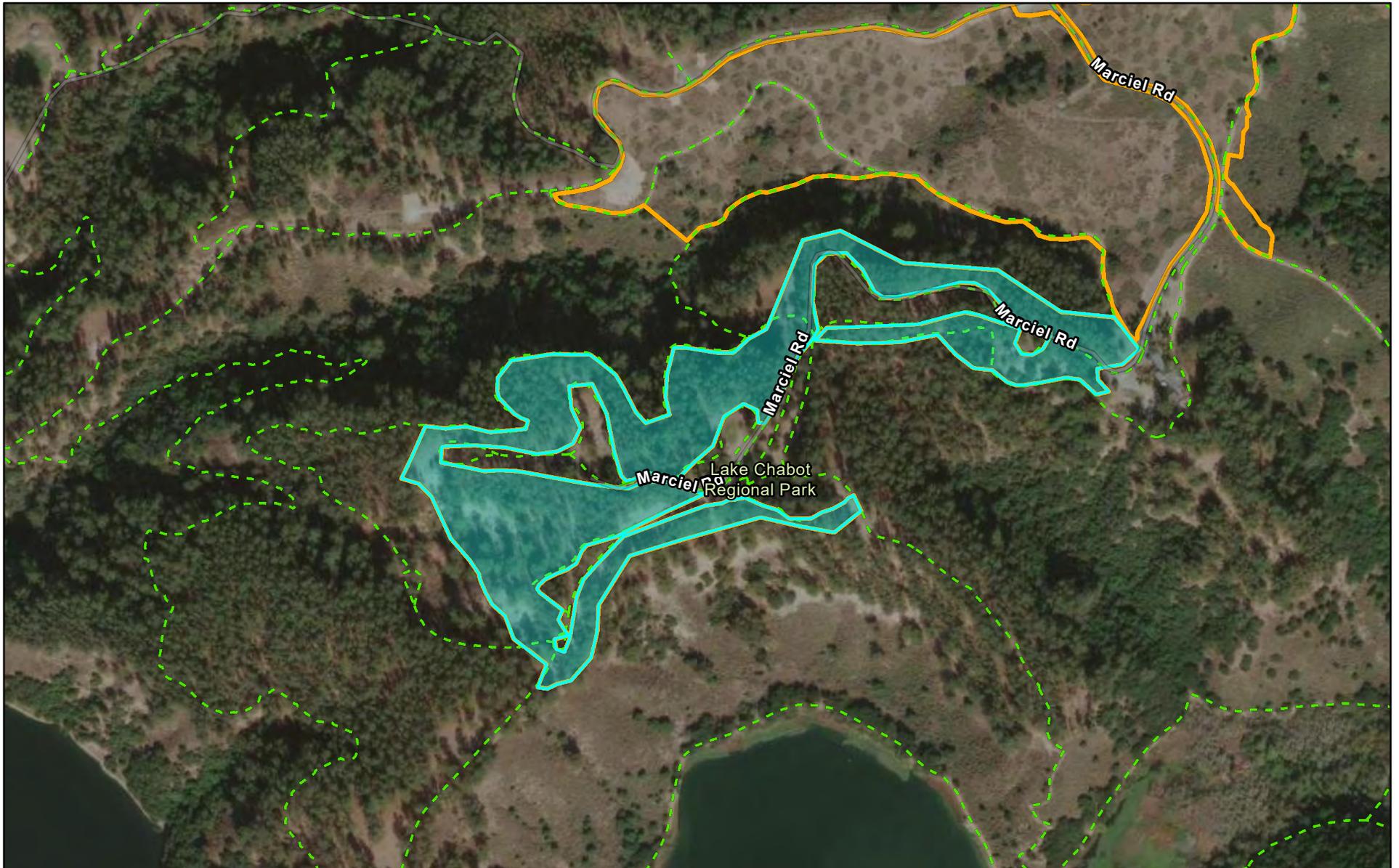
-  District Roads and Trails
-  Goat Sheep Grazing RFP



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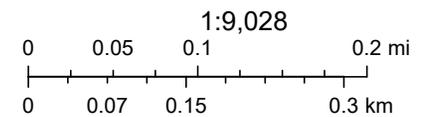
ArcGIS Web AppBuilder

Lake Chabot Unit_Campground



10/12/2021, 4:17:10 PM

-  District Roads and Trails
-  Goatsheep Grazing RFP



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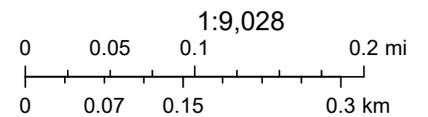
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Lake Chabot Unit_Marciel Rd South



10/13/2021, 10:32:17 AM

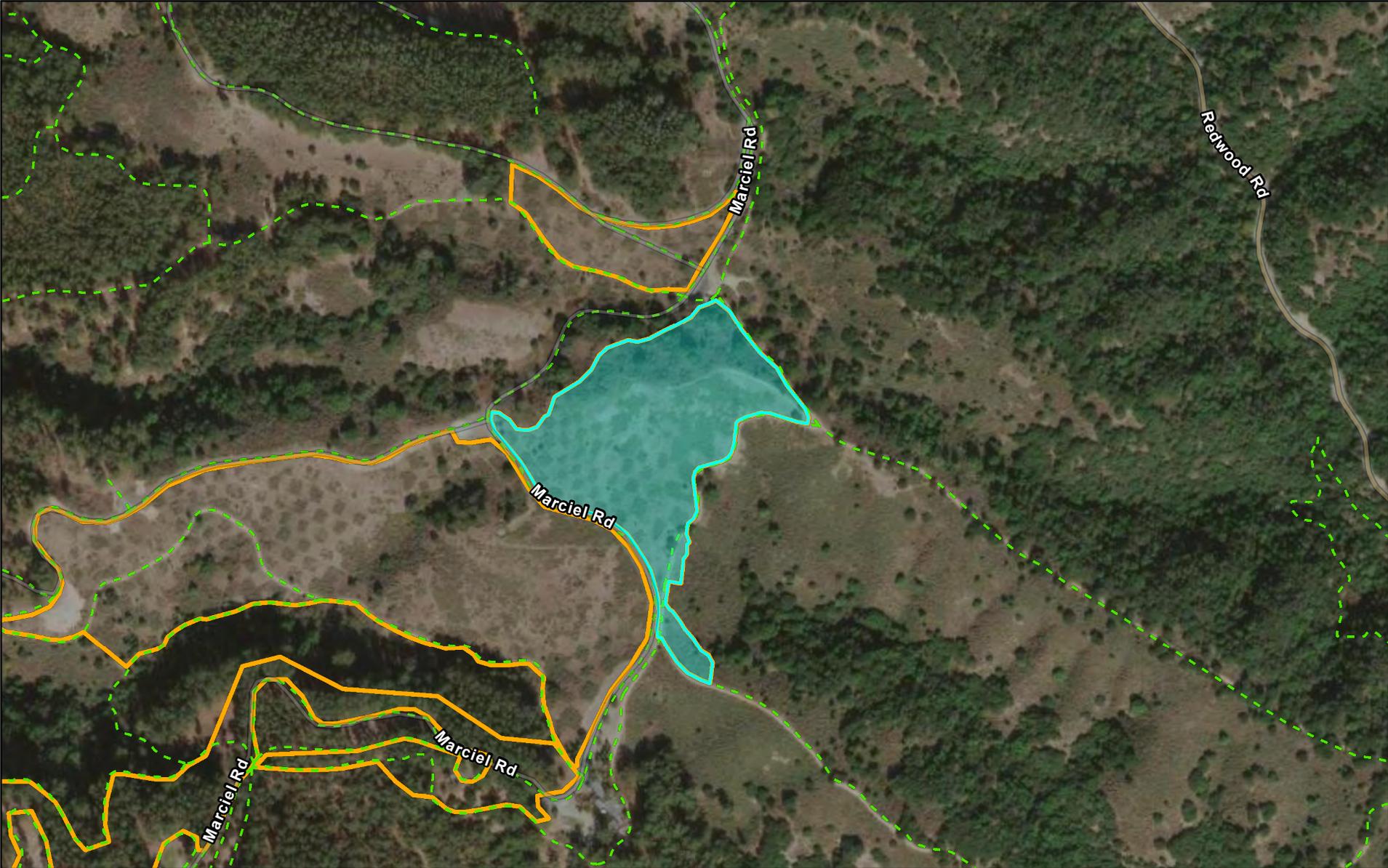
-  Goat Sheep Grazing RFP
-  District Roads and Trails



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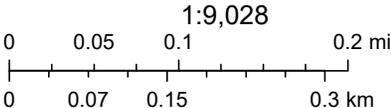
ArcGIS Web AppBuilder

Lake Chabot Unit_Marciel Rd Middle



10/12/2021, 4:13:05 PM

- - - District Roads and Trails
- ▭ Goat Sheep Grazing RFP



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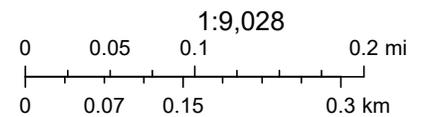
ArcGIS Web AppBuilder

Lake Chabot Unit_Marciel Rd North



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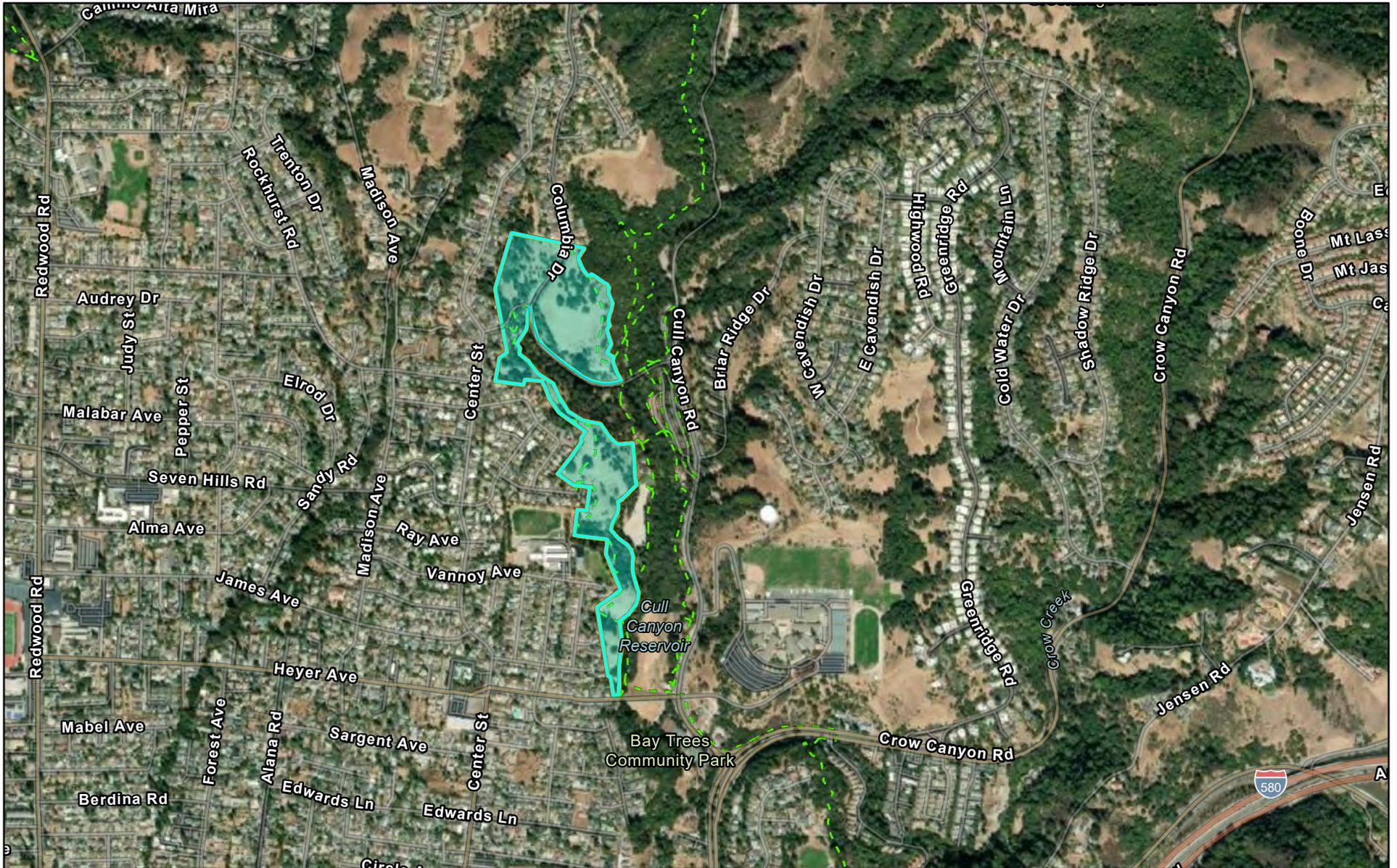
-  District Roads and Trails
-  Goat Sheep Grazing RFP



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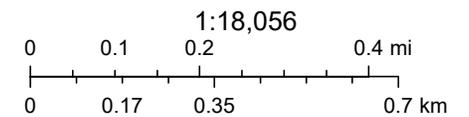
ArcGIS Web AppBuilder

Crow Canyon Unit_Heyer – Columbia



10/12/2021, 4:31:58 PM

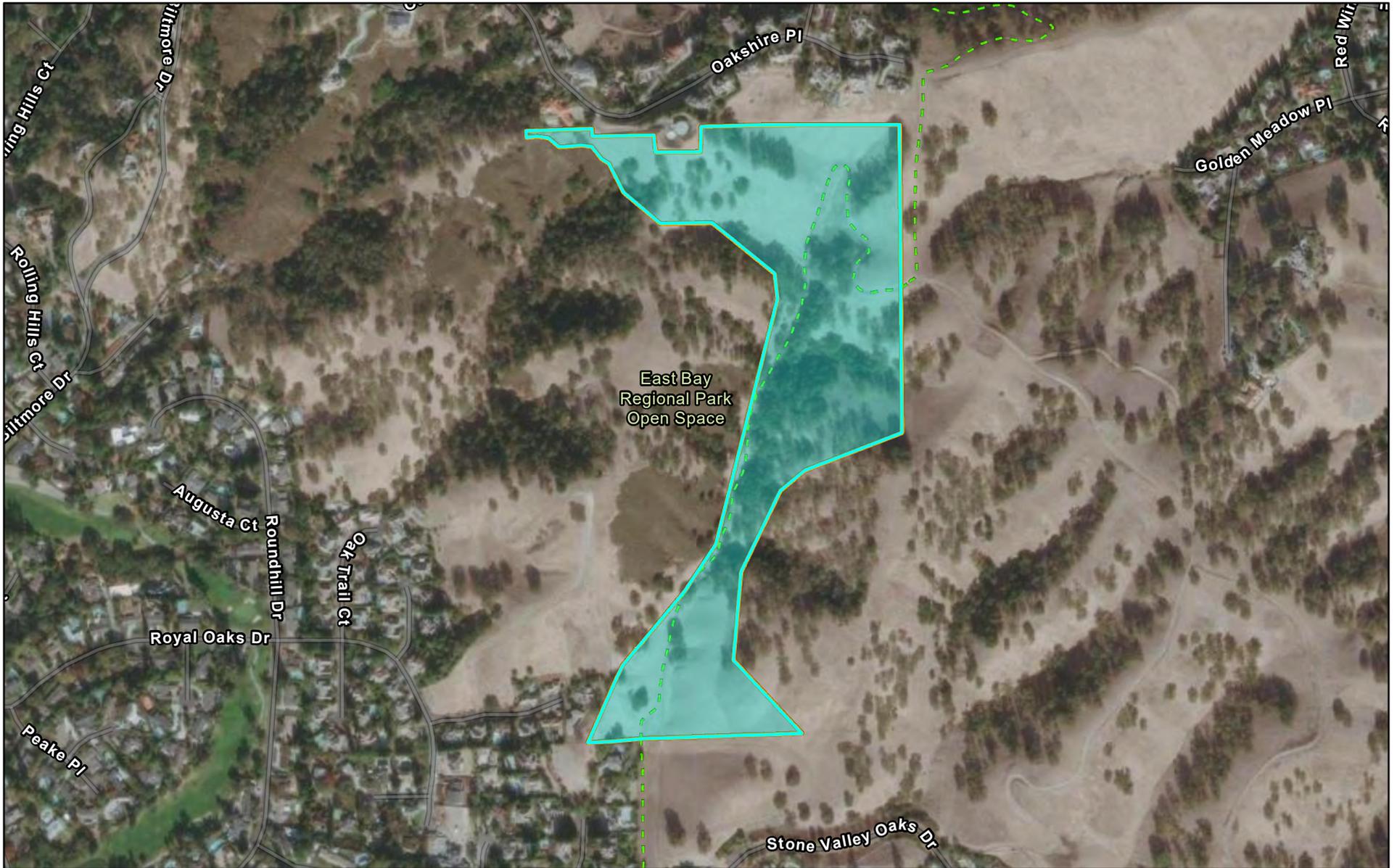
-  District Roads and Trails
-  Goat Sheep Grazing RFP



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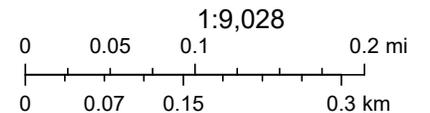
ArcGIS Web AppBuilder

Crow Canyon Unit_Seal Beach



10/12/2021, 4:51:54 PM

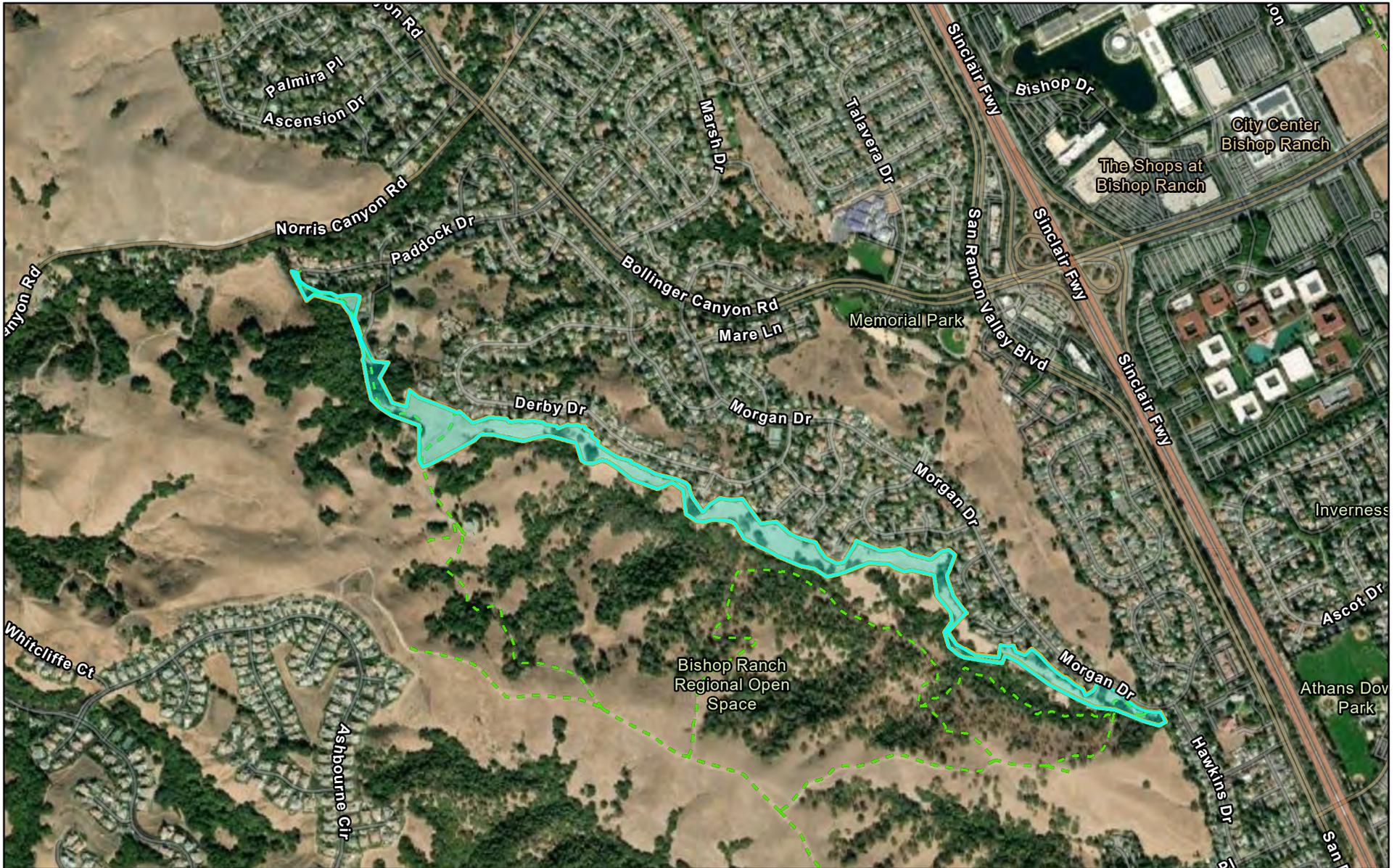
-  District Roads and Trails
-  Goat Sheep Grazing RFP



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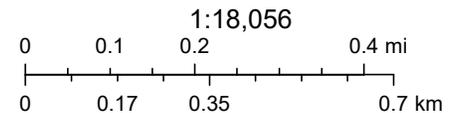
ArcGIS Web AppBuilder

Crow Canyon Unit_Bishop Ranch



10/12/2021, 4:48:25 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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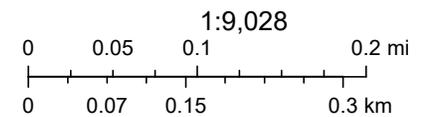
ArcGIS Web AppBuilder

Garin Unit_North Ardenwood



10/12/2021, 4:27:30 PM

- - - District Roads and Trails
- Goat Sheep Grazing RFP



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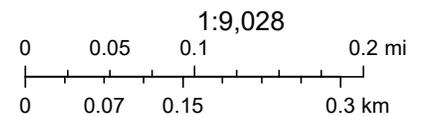
ArcGIS Web AppBuilder

Garin Unit_Skyview HOA



10/12/2021, 4:26:13 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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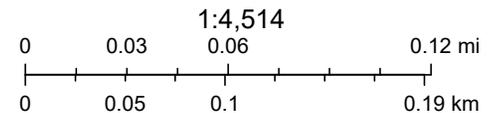
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Camp Arroyo Unit_Camp Arroyo



10/12/2021, 4:29:27 PM

-  District Roads and Trails
-  Goat Sheep Grazing RFP



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