



GREAT REDWOOD TRAIL AGENCY

PO Box 458, Blue Lake, CA 95525
(707) 463-3280 | TheGreatRedwoodTrail.org

Request for Proposals

Service Name: On-Call Operations & Maintenance Contractor Services *Establishment of Qualified Contractor Pool*

Issue Date: Friday , August 14, 2026

First Round Questions Due by: Friday, August 28, 2026

First Round Proposal Submission Deadline: Sunday, September 6, 2026 11:59 pm

Second Round Proposal Opens: Monday, September 28, 2026

Second Round Questions Due by: Friday, October 16, 2026

Second Round Proposal Submission Deadline: Sunday, November 1, 2026, 11:59 pm

The Great Redwood Trail Agency (GRTA) is seeking proposals from qualified, Department of Industrial Relations (DIR)-registered contractors to establish a Qualified Contractor Pool for on-call operations and maintenance services on GRTA-owned or managed property in Humboldt, Trinity, and Mendocino Counties. Contractors may propose to provide services in one or more categories for which they possess relevant qualifications, licenses, experience, personnel, and equipment.

This Request for Proposals (RFP) is intended to qualify contractors in advance for potential work on an as-needed basis. Selection to the Qualified Contractor Pool does not constitute an award of any specific project and does not guarantee any minimum quantity or value of work. Individual assignments will be separately scoped, priced, negotiated, and authorized by written task order under the resulting Professional Services Agreement.

GRTA anticipates entering into three-year Professional Services Agreements with selected contractors. Each agreement will include a not-to-exceed amount to be determined before execution. Work may be requested at any time during the agreement term, subject to available funding, applicable procurement requirements, GRTA needs, and authorization of an individual task order.

Agency Background and Service Area

GRTA is a California public agency responsible for planning, developing, managing, and maintaining the Great Redwood Trail and related property and infrastructure. Operations and maintenance needs may arise at dispersed locations and may require contractors capable of mobilizing personnel, vehicles, equipment, or specialized machinery on short or variable notice.

Services under this RFP may be performed on any GRTA-owned or managed property in Humboldt, Trinity, or Mendocino Counties. The location, access conditions, site constraints, environmental considerations, required permits, and other project-specific requirements will be described in the applicable task order request.

Potential Service Categories

The following categories are examples of services GRTA may need. They are not exhaustive and do not limit contractors from identifying other operations and maintenance services within their expertise. Inclusion of a service below does not obligate GRTA to procure that service through this RFP.

Vegetation Services:

- Vegetation management and brush clearing.
- Tree pruning, hazard-tree evaluation, and tree removal.
- Fuel reduction for fire prevention, mowing, mastication, and chipping.
- Invasive vegetation management and related site clearing.
- Vegetation removal needed to provide safe access for other work.

Earthwork and Drainage

- Grading, excavation, trenching, and soil placement.
- Ditch construction, cleaning, reshaping, and maintenance.
- Culvert cleaning, repair, replacement, and installation.
- Drainage improvements and stormwater conveyance work.
- Erosion control, slope stabilization, and storm-damage response.

Property Maintenance and Site Work

- Fence, gate, bollard, barrier, and access-control installation or repair.
- Minor demolition, dismantling, site clearing, and site restoration.
- Illegal-dumping cleanup, debris removal, and abandoned-material removal.
- Road, trail, crossing, and access-route maintenance.
- Minor structure, facility, or property maintenance associated with operations and maintenance activities.

Heavy Equipment and Specialty Machinery Services

- Excavators, dozers, loaders, backhoes, skid steers, graders, and similar equipment.
- Specialized machinery and attachments needed for site-specific work.
- Equipment rental with qualified operators.
- Emergency debris clearing and access restoration.

Transportation, Hauling, and Disposal

- Hauling and transportation of waste, debris, soil, rock, vegetation, equipment, or materials.
- Waste removal, recycling, and lawful disposal at an appropriate facility.
- Material delivery and transport.
- Handling and disposal services requiring specialized qualifications, where applicable.

Other Specialized Services

- Traffic control and temporary site-access support.
- Utility locating, permitting support, environmental protection measures, and site restoration when within the contractor's capabilities.
- Other specialized labor, equipment, machinery, field services, or operations and maintenance expertise relevant to GRTA property.

Qualified Contractor Pool and Task Order Process

Contractors selected through this RFP will be eligible to receive requests for task order pricing within the service categories for which they are qualified. GRTA may request pricing, schedules, availability, and other project-specific information from one or more qualified contractors, in such number as GRTA deems appropriate to obtain competitive and suitable options.

Each task order is expected to identify, as applicable, the scope of work, location, schedule, deliverables, compensation, required equipment, prevailing-wage status, insurance or permitting requirements, and any project-specific terms. No contractor may begin work without a fully authorized written task order and satisfaction of applicable pre-work requirements.

GRTA may select a contractor for a task order based on price and any other factors relevant to the specific assignment, including availability, mobilization time, specialized expertise, licenses, personnel, equipment, scheduling, past performance, site familiarity, safety considerations, and the best interests and identified needs of the Agency. The lowest-priced contractor is not necessarily entitled to receive the task order.

Public Works and Separate Bidding

Pursuant to Cal. Gov. Code Section 93029, GRTA may select contractors for maintenance work at any amount and public work construction work under a specified contract amount, currently \$220, 000, under the terms of this solicitation. As such, maintenance work and construction work within statutory thresholds may be awarded to selected contractors on the basis of their submission. Any project requiring separate competitive bidding pursuant to Section 93029, or other applicable law will not be awarded through this contractor pool.

Prevailing Wage and DIR Requirements

Assignments issued under this contractor pool may constitute public works or maintenance work subject to California prevailing-wage requirements under the California Labor Code. All contractor and all subcontractors performing work that requires payment of prevailing wages must be registered and qualified to perform public work with the California Department of Industrial Relations (DIR), unless an applicable legal exception applies.

Contractors must provide proof of current DIR registration with their proposal and submit their current prevailing-wage labor rates by classification, together with applicable equipment rates and other charges. Prevailing-wage determinations in effect at the time of the task order will control. Rates may be adjusted at the time of a task order request when required to reflect current prevailing-wage determinations. Prevailing wage rates are available at the Department of Industrial Relations Website and GRTA has provided the link to the DIR wage determination page <https://www.dir.ca.gov/oprl/dprevwagedetermination.htm>.

For prevailing-wage work, the contractor must comply with all applicable California prevailing-wage laws and related requirements, including certified payroll, apprenticeship, recordkeeping, monitoring, and enforcement requirements to the extent applicable. The task order will identify the prevailing-wage requirements applicable to the assignment. Contractors are responsible for determining and complying with all labor classifications and wage requirements applicable to their work.

Agreement Term and Compensation

Selected contractors are anticipated to enter into a three-year Professional Services Agreement with GRTA. The agreement will establish a not-to-exceed amount, which is currently to be determined. The not-to-exceed amount is a maximum contractual authorization and is not a guarantee that GRTA will issue work or payments in that amount.

Compensation for each assignment will be established in the applicable task order. GRTA may negotiate lump-sum pricing, time-and-materials compensation, unit pricing, equipment rates, or another appropriate method based on the work. Undisputed invoices will be paid in accordance with the Professional Services Agreement and applicable task order.

Contractors may request annual adjustments to their rate schedules. Any adjustment is subject to GRTA review and approval and does not guarantee that the contractor will be selected for future task orders. GRTA may consider the reasonableness and competitiveness of updated rates when requesting or awarding work.

Payment:

Payment upon satisfactory completion of contract. Payments shall be made only upon the satisfactory completion of the services as determined by the GRTA. Undisputed invoices will be paid within 45 days.

Submission Requirements: Contractors must include the following in their quote:

1. Company Information:

- Legal Business Name, address, contact information
- Brief company profile
- Equipment and Machinery: Provide a general description of major equipment, vehicles, machinery, attachments, and specialty tools owned, leased or otherwise readily available for the proposed work. Identify whether equipment rates include a qualified operator.

2. Areas of Expertise:

- Identify each service category and type of work for which contractor seeks qualification (this can include services not specifically listed in RFQ)
 - Describe relevant experience
- 3. Licenses and Certifications**
- List all contractor licenses, professional credentials, certifications, permits, registrations, and other qualifications relevant to the services offered. Include license numbers and expiration dates when applicable.
- 4. DIR Registration:**
- Provide DIR registration number and proof of current registration
- 5. Insurance**
- Provide proof of current insurance coverage demonstrating the ability to satisfy the insurance requirements stated in this RFP and the attached Professional Services Agreement
- 6. Service Area and Availability**
- Describe the geographic area served, typical mobilization time, normal lead time, seasonal limitations, or other information relevant to availability
- 7. Pricing/Rate Schedule**
- Provide current rates for labor by classification, equipment with and without operators as applicable, mileage or travel, hauling, subcontractor markups, or other applicable rates, including rates for prevailing wage work, if different from non-prevailing wage work.
 - Acknowledge that prevailing wage rates may change and may be adjusted at the time of the task order request.
 - Identify charges that are variable or must be determined at the task order stage.
 - State how long the submitted rates will remain valid and describe any anticipated process for annual rate adjustments.
- 8. Agreement Exceptions**
- Identify any requested changes or exceptions to the attached Professional Services agreement. Failure to identify an exception may be treated as the proposer's acceptance of the agreement in substantially the form provided. Any requests to modify the sample contract will be reviewed in evaluating submitted proposals
- 9. References**
- 3 References for similar work

Insurance Requirements: GRTA requires applicant, contractor(s), and subcontractors to hold \$2 million unrestricted liability insurance. GRTA must receive and approve a certificate naming GRTA as an additional insured party, for all parties involved in the work before work can begin.

Submission Guidelines

- **First Submission Round:**

- o **Issue Date: Friday, August 14, 2026**
- o **Proposal Submission Deadline: Sunday, September 6, 2026 11:59 pm**
- o **Anticipated Board Consideration: Friday, September 18, 2026**
- **Second Submission Round:**
 - o **Submission Period Opens: Monday, September 28, 2026**
 - o **Proposal Submission Deadline: Sunday, November 1, 2026 at 11:59 p.m. Pacific Time.**
 - o **Anticipated Board Consideration: Thursday, November 19, 2026.**
- **Submission Method:**
 - o Email: info@thegreatredwoodtrail.org
 - o Email subject line should state: "Proposal - On-Call Operations and Maintenance Contractor Services."
- **Questions:** Direct any questions to Deputy Director, Bridget Nichols
 - o Email: operationsmanager@thegreatredwoodtrail.org
 - o Phone: (707)463-3280 – *Please leave a voicemail if we do not answer. We are often in the field and will do our best to return your call promptly.*

GRTA may elect to reopen the contractor pool in the future depending on Agency needs and the composition of the qualified applicant pool.

GRTA may, in its sole discretion, waive minor irregularities or request clarification when permitted by law and consistent with the fair administration of the solicitation.

Terms and Conditions

1. This RFP does not constitute a contract, an offer to contract, or a commitment to purchase services.
2. GRTA reserves the right to reject any or all proposals, in whole or in part, and to cancel, amend, suspend, or reissue this RFP when determined to be in the Agency's best interests.
3. GRTA may qualify a contractor for only those services for which the contractor demonstrates appropriate experience, licensing, personnel, equipment, and capacity.
4. All costs incurred in preparing or submitting a proposal are the sole responsibility of the proposer.
5. All proposals may become public records subject to disclosure under the California Public Records Act, except to the extent a record is exempt from disclosure under applicable law. Proposers should not submit information they consider confidential unless necessary and should clearly identify any claimed exemption.
6. Selection to the Qualified Contractor Pool does not guarantee work, a minimum number of task orders, a minimum payment, or exclusive access to GRTA assignments.
7. No work may begin until the Professional Services Agreement is fully executed, a written task order is authorized, and all required insurance, licensing, DIR registration, permitting, safety, and pre-work requirements are satisfied.
8. Contractors and subcontractors must comply with all applicable local, state, and federal laws, regulations, permits, safety requirements, environmental requirements, and professional standards.

9. GRTA may consider contractor performance under prior task orders when deciding whether to request or award future work.
10. Any award is subject to approval by the GRTA Board or other authorized GRTA representative, as applicable, and successful negotiation and execution of the Professional Services Agreement.

Evaluation Criteria

GRTA intends to evaluate proposals on a pass/fail qualification basis. GRTA may determine that a proposer is qualified for all, some, or none of the service categories requested. GRTA may approve any, all, or none of the proposers that satisfy the minimum requirements, based on the needs and best interests of the Agency.

Minimum Qualifications

- Submission of a complete and responsive proposal by the applicable deadline.
- Demonstrated relevant experience and capability in the proposed service categories.
- Possession of applicable licenses, registrations, and certifications required for the services offered.
- Proof of current insurance coverage and the ability to satisfy GRTA's insurance requirements.
- Current DIR registration when seeking eligibility for prevailing-wage work.
- A sufficiently detailed rate schedule, including prevailing-wage rates when applicable.
- Adequate personnel, equipment, availability, and capacity to perform the proposed services.
- Acceptance of the attached Professional Services Agreement or clear identification of requested exceptions.

SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES- TASK ORDER

This agreement ("Agreement"), dated as of **DATE** ("Effective Date") is by and between the Great Redwood Trail Agency ("GRTA") and **CONTRACTOR NAME**, (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor is an experienced _____ in, **COUNTY NAME**, State of California; and

WHEREAS, Contractor has provided evidence of its qualifications for the above work in response to a competitive solicitation by GRTA, and pursuant to the terms of the solicitation has been selected on the basis of its qualifications and experience to perform certain work on behalf of GRTA; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Services to Be Performed. Contractor shall perform a full range of professional _____ services as requested by GRTA, from time to time, as GRTA in its sole discretion deems appropriate. All work shall be issued incrementally with a documented scope and budget in the form of a Task Order in writing. GRTA does not guarantee any minimum or maximum amount of work under this Agreement. Contractor shall receive compensation in the amount set forth by each Task Order and, to the extent applicable, according to the schedule of rates attached hereto and incorporated herein as Exhibit "A" by this reference (the "Fee Schedule"). In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control. Services shall be performed within specified times and dates pursuant to Article 7, Execution of Work.

1.2 Cooperation With GRTA. Contractor shall cooperate with GRTA and GRTA staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by GRTA shall not operate as a waiver or release. If GRTA determines that any of Contractor's work is not in accordance with such level of competency and standard of care, GRTA, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with GRTA to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time GRTA, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove

such person or persons immediately upon receiving written notice from GRTA. Any and all persons identified in this Agreement, any task order, or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by GRTA to be key personnel whose services were a material inducement to GRTA to enter into this Agreement, and without whose services GRTA would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of GRTA. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis or as the parties may stipulate in the Task Order. Each Task Order shall set forth the payment structure for the services therein contemplated. Contractor shall submit its bills in arrears on a monthly basis in a form approved by GRTA. For the services performed on a time and materials/expense basis, bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed. Reimbursable expenses may include printing, postage, and travel as in any approved Task Order. Anticipated reimbursable expenses shall be included in the calculation of the not-to-exceed total of work in any approved Task Order. Unless otherwise noted in this Agreement, payments shall be made within the normal course of GRTA business after presentation of an invoice in a form approved by the GRTA for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the GRTA.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of GRTA business after presentation of an invoice in a form approved by the GRTA for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the GRTA. Undisputed invoices will be paid within 45 days. Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, Contractor has provided GRTA with a completed Form 590.

3. Term of Agreement.

The term of this Agreement shall be from the Effective Date through _____ ("CONTRACT END DATE") unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, GRTA may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.2 Termination without Cause. If at any time GRTA desires to terminate this contract, GRTA may immediately terminate this Agreement by giving Contractor written notice of such termination and directing Contractor to cease any further work hereunder.

4.3 Payment Upon Termination. Upon termination of this Agreement by GRTA, Contractor shall be entitled to receive full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder. If GRTA terminates this Agreement without cause pursuant to Section 4.2 hereof, Contractor shall additionally be entitled to payment at the rates set forth in Exhibit A for any additional work by Contractor to compile or analyze any information or data already collected by Contractor in order to make such information or data useable to GRTA. Prior to commencing such additional work, Contractor shall inform GRTA of the additional work required and provide an estimate of hours needed to complete such tasks.

5. Indemnification.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including GRTA, and to indemnify, hold harmless, and release GRTA, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against GRTA based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on GRTA's part, but to the extent required by law, excluding liability due to GRTA's conduct.

6. Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement. Great Redwood Trail Agency ("Agency") reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement. Contractor's indemnity and other obligations shall not be limited by the following insurance requirements.

With respect to performance of work under this Agreement, Contractor shall maintain insurance as described hereinbelow.

6.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto). Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

- c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance. Employer's Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Professional Liability/Errors and Omissions Insurance Minimum Limit: \$1,000,000 per claim or per occurrence.

Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by GRTA. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

6.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

6.3 Additional Terms.

- a. The contractor shall notify GRTA within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the contractor lapses or is cancelled, contractor shall provide GRTA with evidence of renewal or replacement of the policy.
- b. Contractor hereby grants to the GRTA, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against GRTA, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
- c. The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:
 - i. The GRTA, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
 - ii. For any claims related to this agreement, contractor insurance coverage shall be primary insurance as respects the GRTA.
 - iii. The limits of the additional insured coverage must equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.

6.4 Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to GRTA and approved in writing by the Executive Director.

6.5 Verification of Coverage. Contractor shall furnish GRTA 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 Executive Director before work commences. GRTA may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

6.6 Contractors. Contractor shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, the contractor shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.

6.7 Premiums and Assessments. GRTA is not responsible for premiums and assessments on any insurance policy.

7. Execution of Work.

The execution of this Agreement and a task order hereunder shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Representations of Contractor.

8.1 Standard of Care. GRTA has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, including any applicable licensure or registration requirements, it being understood that acceptance of Contractor's work by GRTA shall not operate as a waiver or release.

8.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of GRTA and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits GRTA provides its employees. In the event GRTA exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

8.3 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to GRTA for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

8.4 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder.

8.5 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to

nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the GRTA's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

8.6 Ownership of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Contractor or Contractor's subcontractors, and other agents in connection with this Agreement, shall be the property of GRTA. Contractor shall deliver such materials to GRTA upon request in their final form and format. Such materials shall be and will remain the property of GRTA without restriction or limitation. Document drafts, notes, and emails of the Contractor and Contractor's subcontractors, Contractors, and other agents shall remain the property of those persons or entities.

10. Prevailing Wages.

Where work under a Task Order is subject to prevailing wage, the following terms will apply. Each Task Order under which prevailing wage applies shall so state within the Task Order, the Task Order shall state which types of work are subject thereto, and such Task Order shall be deemed the contract for such work for purposes of registration pursuant to the terms of Labor Code sections 1720 et seq. The general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract will be on file with the main office of GRTA, where applicable.

10.1 General. This contract is subject to prevailing wage. Contractor shall pay to persons performing work hereunder an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed.

10.2 Compliance Monitoring and Registration. This work specified above is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4(a)(3)). Contractor and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

10.3 Compliance with Law. In addition to the above, Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5, 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

11. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, subcontract, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments.

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

GRTA:

Executive Director

Great Redwood Trail Agency

c/o Blue Lake City Hall

PO Box 458

Blue Lake, CA 95525

info@thegreatredwoodtrail.org

TO CONTRACTOR: _____

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.2 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the City of Santa Rosa, in the County of Sonoma.

13.3 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.4 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.5 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.6 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

GRTA:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – Fee Schedule