

AGREEMENT FOR CONSULTANT SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on August 6, 2024 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Sequoia Consulting Group ("Consultant"), identified as an S Corporation and whose address is 1342 Creekside Drive, Walnut Creek, CA 94596. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide environmental consulting services in support of wildfire related vegetation management in Town owned open spaces.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENT

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to the Town on June 27, 2024 which is hereby incorporated as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect upon execution to June 30, 2025.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to perform the services under this Agreement. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or

assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 Compensation: Compensation for services in the amount not to exceed \$181,165, inclusive of all costs. Payment shall be based upon Town approval of each task and fees for each task shall not be exceeded without written authorization from the Town.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days of receipt of the invoice. All invoices and statements to the Town shall be addressed as follows:

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
Email (preferred): AP@losgatosca.gov

- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, including each of Consultant's employees, agents, subcontractors, or others under Consultant's supervision or control, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.
- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Intentionally omitted.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the Agreement, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence and in the aggregate for products and completed operations, personal and advertising injury, bodily injury, personal injury and property damage.
- ii. Consultant agrees to have and maintain for the duration of the Agreement, an Automobile Liability insurance policy ensuring him/her and his/her staff for any, hired, or non-owned vehicles in an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements affecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

- i. The Town, its elected and appointed officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
- 3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, officers, agents, employees, and volunteers ("Indemnitees") from all damages, liabilities, penalties, costs, attorneys' fees, or expenses ("Losses") in law or equity that may at any time arise or be set up because of damages to property or personal injury or other received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subcontractor. The Consultant's duty to indemnify and hold harmless the Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees. Consultant's obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than sixty days (60) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum Agreement price as the work delivered to the Town bears to completed

services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

Sequoia Ecological Consulting Inc
Attn: Debie Montana
1342 Creekside Drive,
Walnut Creek, CA 94596

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.
- 4.9 California Public Records Act. Town is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to Town, and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must clearly mark such information "Confidential and Proprietary," and identify the specific

lines containing the information. In the event of a request for such information, Town will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the Town is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the Town is required to respond to the CPRA request, Town may disclose the requested information without any liability. Consultant further agrees that it shall defend, indemnify and hold Town harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney's fees) that may result from denial by Town of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.

- 4.10 Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, a strike, lockout or other labor difficulty, or other peril, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, the only remedy is that there may be an equitable adjustment of the schedule based on Town's sole discretion.
- 4.11. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
- 4.12 Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 4.13 Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

V. FEMA CONTRACT TERMS

- 5.1 Remedies. Refer to Section IV of this agreement.
- 5.2 Termination for Cause and Convenience. Refer to Section 4.3 of this agreement.
- 5.3 Equal Opportunity Employment. During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision

of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

5.4 Intentionally omitted.

5.5 Copeland Anti-Kickback Act. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment.

5.6 Intentionally omitted

5.7 Rights to Inventions Made Under a Contract or Agreement. Any inventions made related to this Agreement and associated work is subject to the provisions of 37 CFR Part 401, as applicable.

5.8 Clean Air Act and Federal Water Pollution Control Act.

Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

- 5.9 Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Town of Los Gatos. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Los Gatos the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Town will insure the Contractor and any lower participants are not debarred by checking the government’s System Award Management (SAM).

The Bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or proposer further

agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.10 Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency

5.11 Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act

5.12 Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) *Prohibitions*.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain

telecommunications products or from certain entities for national security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system;
or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.

- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

5.13 Domestic Preferences for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- 5.14 Access to Records. The Contractor agrees to provide the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In addition to the reports specified in this Agreement, Contractor shall retain the records required by the applicable provisions of 2 CFR § 200.333, no less than three (3) years after Town's final payment to Consultant under this Agreement and provide the Town with the reports required pursuant to 2 CFR §§ 200.328 and 200.343, and such other records and reports as the Town may reasonably require in the administration of this Agreement. Contractor shall keep all other necessary books and records, including property, personnel, loan documentation and financial records, in connection with the operation and services performed under this Agreement, in accordance with 2 CFR §200.333.

- 5.15 Changes in Scope of Work or Work Schedule.

(a) Any change in the scope of work to be done, method of performance, nature of materials or price thereof, work schedule changing the number of working days, or to any other matter materially affecting the performance or nature of the services will not be paid for or accepted unless such change, addition or deletion is approved in advance by the Town, in a written amendment or Contract Change Order.

(b) The changes will be set forth in an amendment or written Contract Change Orders which specify the work to be done in connection with the changes, the basis of compensation for the work, and any adjustments to the work schedule or work completion date. Such Change Orders shall be approved by the Town. Upon receipt of an approved Contract Change Order, or of a written authorization from the Town setting forth a description of the change and agreed upon changes in contract price, the Contractor shall proceed with the work so ordered.

(c) In the absence of an approved amendment or Contract Change Order or written authorization, the Contractor shall not be entitled to payment for any changed or extra work or any adjustment to the work schedule or work completion date.

- (d) When the changes increase or decrease the cost of the work, an adjustment of the Contract price will be made as set forth in the Change Order. Contractor shall receive compensation at the fees and rates previously agreed upon in writing.
- (e) Contractor shall not be entitled to an adjustment in the compensation or work schedule for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a subcontractor or supplier shall be deemed to be within the control of contractor.
- 5.16 DHS Logo, Seal and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.
- 5.17 Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 5.18 No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.
- 5.19 Program Fraud and False or Fraudulent Statements of Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- 5.20 Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 5.21 License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town of Los Gatos.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Signed by:
Laurel Prevetti 8/16/2024
053FEEA2EB39470...
Laurel Prevetti, Town Manager

Consultant by:

DocuSigned by:
Debie Montana 8/15/2024
0DA006G30CDB453...
Debie Montana, Chief Executive Officer

Recommended by:

Signed by:
Nicolle Burnham 8/15/2024
0E97031349044C3...
Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Signed by:
Gabrielle Whelan 8/16/2024
EFD0736A5534426...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood 8/19/2024
BF0EBCBE2C214F0...
Wendy Wood, CMC, Town Clerk



PROPOSAL

June 27, 2024

TOWN OF LOS GATOS DEPARTMENT OF PARKS AND PUBLIC WORKS

Professional Environmental Monitoring Services for Vegetation Management Risk Reduction Project (Open Space)



SEQUOIA
Ecological Consulting, Inc.

EXHIBIT A



A crew chips felled trees while a biological monitor provides assistance from a safe distance away during the North Orinda Shaded Fuel Break project.

"The team at Sequoia was critical to effective hazardous fuel reduction for the North Orinda Shaded Fuel Break. By having their biologists evaluate sites before work began we could avoid potential environmental impacts and accelerate the project. Their staff's expertise continued to guide field crews throughout the work, giving the whole project team confidence that we could adjust the project to meet the best management practices and comply with the myriad of environmental requirements, while reducing the potential of wildfire."

Cheryl Miller, Executive Coordinator
Diablo FireSafe Council



A contractor clears vegetation in a portion of Claremont Canyon Regional Park which has been identified both as high-risk for wildfire, and highly sensitive habitat for Alameda whipsnake.



Cover Letter

June 27, 2024

Town of Los Gatos
Department of Parks and Public Works
41 Miles Avenue
Los Gatos, CA 95030

**RE: Proposal for the Town of Los Gatos Department of Parks and Public Works
Professional Environmental Monitoring Services for Vegetation Management Risk Reduction
Project (Open Space), Town Project 832-4508; Federal Project #4407-PJ0506**

Members of the Selection Committee,

The Town of Los Gatos carries a profound responsibility in safeguarding its residents and preserving its cherished parks and open spaces, which face escalating threats from wildfires. The Town's natural landscapes not only serve as vital recreational areas, but also harbor diverse ecosystems and protected natural resources. To proactively mitigate these risks, the Los Gatos Open Space Vegetation Management Plan (VMP) defines the approach and guidelines that the Town will use for fuel reduction work, in accordance with the California Vegetation Treatment Program (CalVTP) Project Specific Analysis (PSA) and Addendum to the Program Environmental Impact Report (PEIR). The PEIR identifies standard treatment activities and associated environmental protection measures in and around Wildland Urban Interface (WUI) areas in general, while the VMP specifically prioritizes fuel treatments throughout Town parks to enhance public safety. We understand that the Town has carefully weighed the benefits of removing fuels versus the effects of a potentially destructive wildfire, as well as the environmental impacts of initial clearing work and follow-up maintenance. With treatments planned across five open space areas, we understand that the Town seeks an environmental consultant who can provide support and expert planning to facilitate timely completion of the VMP implementation efforts, in compliance with the PEIR.

With more than a decade of experience supporting wildfire mitigation efforts, **Sequoia Ecological Consulting, Inc. (Sequoia)** has worked extensively with agencies throughout the Bay Area to expedite implementation of their fuel management programs. We have teamed with our frequent partner **Montrose Environmental Group (Montrose)** to provide cultural resources services as needed. Sequoia and Montrose having collaborated with similar roles on wildland fuel management efforts for clients including San Mateo County RCD, East Bay Municipal Utility District, Sonoma County Parks, the State of California Department of General Services, Contra Costa County Fire Protection District, and the Moraga-Orinda Fire District, among many other public agency clients.

Proposal for Town of Los Gatos - Environmental Monitoring Services for
Vegetation Management Risk Reduction Project (Open Space)

We are uniquely qualified to support the Town in meeting its VMP goals and long-term objectives because:

- ✓ Sequoia has **worked extensively under the CalVTP, leading planning and PSA development** activities (5 approved PSAs in the last 3 years), **as well as implementation** of projects throughout the Bay Area.
- ✓ Our staff are experts and **permit-holders for the project's focal species**, including western bumble bee, foothill yellow-legged frog, California red-legged frog, and California tiger salamander.
- ✓ With a staff of more than 50 biologists, we provide a **deep bench of environmental monitors who can meet any scheduling need or concurrent efforts**. All of these staff have supported Sequoia's fuels management projects, and have a deep level of understanding of the unique requirements and hazards associated with the full range of prescribed treatments. We have a number of staff who live within 5 miles of the project area.
- ✓ As our references will attest, Sequoia helps our clients **expedite fuel reduction projects while avoiding costly permitting requirements and project delays**. The value we provide allows agencies to redirect their time and resources to other high-priority areas.
- ✓ Sequoia offers a menu of **optional services that can be scaled and deployed as requested** to meet the Town's specific needs.

Sequoia has prioritized our fuel management work support above all other work on our client list because we understand the urgent need to mitigate our region's vulnerabilities when it comes to wildfire. This region is our home, and we appreciate the opportunity to play a role in reducing the threat of wildfire here, while also enhancing the habitats of the diverse species that share these lands with us. Sequoia has never failed to fulfill a request, even urgent same-day requests, to support the fuel reduction programs we support. C

We have carefully reviewed the Town's RFP and our team will meet all requirements, terms, and conditions described therein. Thank you for this opportunity to present our team's approach and qualifications. As Principal at Sequoia Ecological Consulting, Inc., I am authorized to sign and negotiate on behalf of our firm. Please contact me directly at (925) 989-7011 or via e-mail at dmontana@sequoiaeco.com should you have any questions or requests for clarification on this proposal.

Sincerely,

SEQUOIA ECOLOGICAL CONSULTING, INC.

Debie Montana
Chief Executive Officer and Principal Biologist

Bill Montana
Chief Financial Officer



Scope of Services

Project Understanding

The Town is proactively protecting open space, the public, and sensitive natural resources by developing management plans to mitigate wildfire risk. The planning effort centers around targeted fuel reduction in densely vegetated areas, with aims to enhance both firefighter access and public evacuation routes. Plans are guided by CAL FIRE measures and Town ordinances and encompass nearly 5,000 acres of open space and parkland. The overall purpose is to minimize both wildfire risk and negative environmental impacts.

The VMP defines the approach and guidelines that the Town will use for fuel reduction work. The VMP was designed to address critical open space areas and emergency/evacuation routes and support local and regional goals in reducing wildfire risk. The VMP was prepared in accordance with the CalVTP PSA and Addendum to the PEIR, which identifies standard treatment activities and associated environmental protection measures in and around Wildland Urban Interface (WUI) areas in general. The VMP specifically prioritizes fuel treatments in these parks to enhance public safety; the Town has weighed carefully the benefits of removing fuel versus both the effects of a potentially destructive wildfire and environmental impacts of initial clearing work and follow-up maintenance.

Treatments are planned across approximately 200 acres, distributed among five open space areas, including Heintz, Santa Rosa Open Space, Novitiate, Worcester and La Rinconada Park(s). Three of the parks included in the VMP are within the WUI and are also within the Very High Fire Hazard Area, between forested mountain regions to the southwest of the Town and higher-density population areas to the north, closer to the San Francisco Bay. Approximately 3,000 homes are within the WUI, a highly vegetated region with limited access for firefighters or public evacuation in general.

We understand that the Town seeks an environmental consultant who can provide support and expert planning to facilitate the VMP implementation efforts.

Sequoia's first action item in wildland fuel reduction planning and implementation happens long before contract execution. During the proposal process, our team focuses on novel approaches and mining potential cost efficiencies and identifying potential project-specific and schedule roadblocks that can be addressed proactively. While we are a small firm, **Sequoia has completed and implemented the second highest number of approved PSAs in California. Our team will apply our deep understanding of the CalVTP process, coupled with a thorough comprehension of species phenology, patterns and distributions, to develop the most cost-efficient option while also maximizing natural resource protection.** We recognize that clients are often operating under tight grant budgetary limits. We do our due diligence in environmental review, contractor oversight and compliance, and species avoidance. We understand that while effective senior oversight is an essential part of project management and quality control, the balance of the budget should be where the boots hit the ground to accomplish as much fuel reduction as possible.



Overall Approach to Managing the Scope of Work

Sequoia regularly assists with the planning and implementation of multi-site fuel reduction projects with simultaneous treatment activities and complex scheduling demands. Through this experience, we have developed this approach to projects of this nature: we will focus on the ability to foresee issues, and the adaptability to respond to project changes as they arise. We will ensure that communications with the Town, its contractors, and stakeholders to be ongoing and frequent, and our continuous environmental training program will be thorough to ensure crews are mindful of and vigilant in protecting sensitive environmental resources while performing their work. We will develop and identify roles and responsibilities and conduct a thorough safety planning effort to mitigate risk during implementation.

We have found that when it comes to facilitating work on a robust vegetation management program like the Town's, schedules are often dependent on the availability of contractors, red-flag warnings, wildfires, permit measures, wildlife ecology, and public relations concerns. With all these variable conditions, last-minute scheduling changes and biological monitoring requests are inevitable. Sequoia staff understand the challenges that this program faces, and we will address the Town's needs quickly and with the highest level of professionalism.

Potential Challenges and Solutions

From experience in implementing fuel treatment projects under the CalVTP, Sequoia understands that there are several potential challenges with timing and schedule. Fortunately, we have honed our adaptive approach in this regard and developed solutions that save budget and enhance efficiency. Sequoia can work with the Town and implementation contractor to:

- Assign staff that thoroughly understand the nature of on-call work and pivoting based on dynamic conditions and variables;
- Ensure built-in staff redundancy in our management team to ensure that team leaders, such as Sequoia's project manager, have seamless back-up support during vacations and sick time. With fuel treatment implementation projects, we understand that last-minute changes due to environmental conditions or the dynamic nature of the work make communication a critical component of project management. By communicating with the Town about secondary and tertiary contacts and establishing roles in terms of the hierarchy of notifications, Sequoia intends to address any last-minute concerns, changes or questions as quickly and thoroughly as possible;
- Schedule work outside of the nesting bird season or botanical survey season to save on treatment monitor cost;
- Find schedule efficiencies around crew availability with regard to Red Flag workdays/shutdowns and/or availability during the height of fire season (e.g., finding project areas or treatment methodologies that can be performed despite restrictions on spark-generating equipment)
- Conduct crew refresher training at no additional cost during the pre-treatment or spot-check survey activities;
- Assisting the Town with grant-required quarterly reporting as necessary.



Task 1 – Meetings and Project Documentation

After the contract is awarded, Sequoia will organize an initial, project kickoff in-field team meeting to start the project and ensure that the project’s goals are fully understood, and will be met within the required timeframes. The meeting will serve as an opportunity to discuss and define project parameters, schedule, team member roles, and communication protocols. Periodically throughout the project, Sequoia will attend meetings with the Town and project stakeholders to ensure that project needs are met in a timely manner. Sequoia will conduct a contractor meeting at the project onset as well. Later, during the course of the implementation phase, Sequoia will also conduct regular progress check-in meetings over time (described in more detail below).

At the kickoff meeting, Sequoia will provide a project schedule (similar to the example below) to the Town. It is important to provide this at the onset of the project to facilitate prioritization, tracking, and documentation of deliverables and major milestones. Then, during the meeting, the Town will be able to weigh-in on the schedule itself, in real-time, and provide feedback as to major decision-points or checkpoints.

Project Schedule



Kickoff Meeting. At project commencement, Sequoia will meet with Town staff to review the Scope of Services and Proposed Work Plan. This initial meeting is intended to confirm the parameters of the scope, project scheduling, and overall communication protocols. By listening and ensuring a shared understanding,



we will endeavor to anticipate and prioritize the Town's needs as we serve as your eyes and ears on the ground during work. Upon completion of the kickoff meeting, Sequoia will prepare Meeting Minutes that summarize items discussed, and detail action items. In our experience, having the kickoff meeting in person is an excellent means to spark side-conversations, dig deeper into details, and explore alternative perspectives. Visiting one of the project sites just following the kickoff meeting could add even more benefit – reviewing roles and responsibilities and work expectations, with the project landscape as a contextual backdrop, could inspire the team at the onset. We strongly encourage the Town to consider an in-person approach to collaborating at the first kickoff meeting.

Contractor Meeting. Once the Town selects an implementation contractor to perform fuel treatments, Sequoia will meet with the Town and the contractor to learn the approach and sequencing intended for the creation of the defensible space around the subject parks and facilities. When starting a project at a new work location, we will immediately establish lines of communication between the project manager and all involved parties, including the contractor foreman, fire crews, and Town staff. As above, an in-person approach to meeting with crews, with the surrounding landscape as context, is an important way to assess scope, review tasks-at-hand, and it is also a critical element in addressing logistics or safety questions prior to work-start.

Project Meetings. Sequoia project manager and staff biologist(s) will attend up to six follow-up virtual progress meetings with the Town and implementation contractor during execution of the work. Follow-up meetings are critical to continued calibration and managing expectations/deliverables throughout the course of the project. Follow-up meetings are an opportunity for the Town and Sequoia to discuss budget projections, to plan logistics, and to re-visit compliance issues as necessary. By establishing a set schedule of check-in meetings, Sequoia creates a consistent framework to manage the project. At the onset of the project, the Sequoia project manager will develop a framework schedule of when meetings will occur and will set relevant agenda items for all to review and weigh-in on prior to actual meeting dates. The Sequoia project manager will attend all progress meetings. The Sequoia program manager will attend the kickoff meeting, and a portion of the follow-up meetings depending on project stage and whether their technical support or input is needed. It is Sequoia's intent to limit the amount of overhead management time on this project in order to keep budget with the field biologists and treatment efforts.

Monthly Work and Project Summary. Each month, Sequoia will provide a one-page summary for each of the 18 expected working months. Summaries will document environmental work completed in the preceding month and the scope of work planned for the next month. Sequoia will work with the Town to determine the best format and delivery of this summary over the course of the project.

Task 1 Deliverables

- Kickoff meeting agenda and detailed memorandum, identifying information needs and a framework for the meeting
- Meeting minutes



- Monthly work summaries

Task 1 Assumptions

- Kickoff meeting and fuel treatment team meetings will be in-person, on-site, and will include site walks.
- All follow-up project progress meetings will be virtual/via phone.

Task 2 – Data Collection and Review

Sequoia will thoroughly review all project environmental documents and previously performed survey findings.

Based on this review, Sequoia's team will develop an outline summary of work. Sequoia will develop a compliance matrix and reference guide for implementation crews based on the compliance documents. The reference guide will be an efficient way for both field biologists and crews to refer to relevant measures, methods and protocols, as well as timing of the requirements, and clear guidance and timing for the crews. Sequoia has already developed such tables for other clients on fuel reduction projects – because these clear templates already exist in our database, adapting them for this project will be efficient and save on cost. Additionally, Sequoia will share all project related resources, buffers and layers with the crew via a mapping tool such as Avenza or Google Earth. By sharing these mapping resources, the implementation contractor will have the same level of detail for real-time resources in the field as the Sequoia staff biologists. Sequoia will develop detailed field instructions for their biologists in general. Field instructions will focus on safety, access-related issues, coordinating correct and up-to-date mapping resources, and other site-specific details. By conducting this analysis and creating this documentation up-front, before implementation begins, Sequoia will set up both field biologists and implementation crews for success. It will also establish a standard of collaboration and communication between the team.

Review Environmental Documents. Sequoia will review and assess all environmental documents pertaining to the proposed open space vegetation management; including the Avoidance and Minimization Measures outlined in the PSA.

Matrix/Table of Minimization and Mitigation Requirements. Sequoia will provide a matrix/table of all minimization and mitigation requirements for the project, split by where they occur in the project time (before, during, after) so that it is very clear to both the Town and contractor when measures are implemented and who the responsible parties are. Sequoia has generated this table before for other clients – re-using the template will save on effort and cost for this project.

Task 2 Deliverables

- Matrix/table of measures, work and studies required for environmental compliance.



- Quick reference guides or guidance documents for biologists and crews. Sequoia will use existing templates for guidance documents which will save time and management cost.

Task 2 Assumptions

- The Town will provide all relevant existing project documents, including GIS shapefile layers, for Sequoia's use and development-of-reference-guide purposes.

Task 3 - Pretreatment Surveys

Sequoia will rely on the existing documentation and mapping performed by others, to perform pretreatment surveys of the work areas. Pretreatment surveys are a critical step in the CalVTP process. They are used to determine whether species-specific mitigation measures are required, and they are performed to document conditions before treatment so that a post-treatment analysis can be conducted. Post-treatment surveys are meant to adequately determine whether any habitat type-conversion has occurred because of the work performed. Since it has been determined that there is suitable habitat for special status species present, and project areas have potential to be affected by a treatment activity, pretreatment surveys will be performed, and if those species are detected and documented, further species-specific mitigation measures will be applied.

Sequoia recognizes that working in remote wild areas requires attention to detail regarding both our own team and members of the larger project team. Prior to beginning any survey efforts, Sequoia field biologists will perform a safety analysis of the work in general. This will guide daily safety discussions, and safety plan elements will be constantly updated as the project progresses (i.e., as new areas are added to the survey, new assessments are made about relevant hazards).

Sequoia biologists will conduct focused pretreatment surveys no more than 14 days prior to the beginning of treatment activities as mitigation measures determine that suitable habitat for special status species is present and has potential to be directly or indirectly affected by a treatment activity. The survey area will be determined by a qualified biologist based on the species and habitats and any recommended buffer distances in agency protocols.

Nesting Bird Surveys. Sequoia's biologists will conduct surveys for nesting avian species in compliance with the CalVTP PEIR if implementation of the project is to occur during the nesting season for birds (February 1 – August 31). A Sequoia biologist will conduct nesting bird surveys no earlier than 7 days prior to the commencement of work activities during the nesting season. The biologist will survey all areas on foot that may provide suitable nesting habitat within 300 feet of the project site for passerines and within 500 feet for nesting raptors, as access allows. The survey will be conducted during the morning hours for peak avian activity and will not take place during periods of excessive or abnormal cold, heat, wind, rain, or other inclement weather that may reduce the likelihood of detection. If nesting birds are discovered during the initial survey, we will establish a suitable "no work" buffer around all active nests. Buffers will remain in place for the duration of the breeding season or until it has been confirmed by a qualified biologist that all



chicks have fledged and are independent of their parents. Results from the nesting bird surveys will be provided as a map layer to implementation contractors to enable them to plan work around buffers in real-time, in the field, using a phone or tablet.

Perform Native American consultation for the project as required. Per our understanding of Standard Project Requirement CUL-2 of the PSA, geographically affiliated Native American tribes on the Native American Heritage Commission (NAHC) list have already been contacted and notified. From our vantage, SPR CUL-8 (Cultural Resource Training) will need to be conducted prior and during initial treatments – we assume the Town has this scope covered by others as well.

However, if these elements were not already previously completed, Sequoia has preemptively enlisted the support of our long-trusted partner Montrose. In addition to working with Sequoia on numerous wildfire mitigation efforts, Montrose has experience in watershed, stream, and open space projects, and many years of experience with vegetation and watershed management to reduce fire risks. On this project, Montrose will serve as the lead on contacting, coordination with, and performing all required Native American consultation during the implementation phase. Montrose' proposed staff are also experts in CEQA/NEPA, environmental laws including the Clean Water Act (CWA) and the Endangered Species Act (ESA), as well as other regulatory requirements and permitting, particularly for complex efforts that include a variety of fuel reduction treatment methods. While AB 52 compliance has been satisfied for projects found to be within the scope of the CalVTP Program EIR with a PSA or project approval with a PSA/Addendum, in accordance with SPR CUL-2, Montrose's cultural resources specialist will obtain the most current Native American Heritage Commission (NAHC) Native Americans Contact list and contact the geographically affiliated Native American tribes. Montrose will prepare the notification letter and request information regarding potential impacts to cultural resources from the proposed project.

Native American consultation will generally consist of the following process, pending which tasks have already been completed or still need to be addressed before implementation begins:

- Reach out to tribes in the Los Gatos project area (if this has not already been performed)
- Inform them of the Town's planned work;
- Respond to questions from Native American tribes;
- Provide guidance and consultant on potential site visitor work observation days;
- Potentially join tribe(s) for a site visit too, if requested by Town; and
- Document this outreach for the general administrative record/project file.

Cultural resources work will be overseen by Janis Offermann, who meets the U.S. Secretary of Interior's professional standards in archaeology. Montrose will work with the Town as needed, to meet all standards for Native American consultation relative to the project study area based on the expected area of disturbance that will be identified as an area of potential effects (APE) for the purposes of compliance with Section 106 of the National Historic Preservation Act (NHPA).



If needed and as required, Montrose will assist the Town to satisfy the requirements of Native American consultation pursuant to AB 52, chaptered as Public Resources Code Section 21080.3.1(b), which is the responsibility of the CEQA lead agency, as needed. Montrose will contact the NAHC on behalf of the Town to determine whether Native American sacred sites are known to be located in or near the project, and for a list of tribes that have a traditional and cultural affiliation with the project area and who may have information about significant Native American resources. Once the list is received from the NAHC, Montrose will draft a letter for review and signature by the Town, and send letters to the identified tribes to notify them about the project and the opportunity to consult under AB 52, along with a request of concerns or knowledge about significant Native American resources within the APE. We will mail the letter to the tribes via certified U.S. mail with a return receipt. Follow-up emails will be to letter recipients about 2 weeks after the initial contact to verify that the letter has been received. The federal lead agency, if applicable, will retain responsibility for Native American consultation pursuant to 36 Code of Federal Regulations (CFR) 800.2(c)(2)(ii).

Bumble bee Surveys. Four bumble bee species are candidates for listing under the California Endangered Species Act (CESA), and therefore require protocol surveys. Sequoia's team includes two of the first biologists to have their Memorandum of Understanding (MOU) from California Department of Fish and Wildlife (CDFW) to conduct these protocol surveys. Bumble bee habitat suitability assessments (HSAs) can be performed concurrently with the pretreatment surveys, and must be performed during the Colony Active Period, which is approximately between April and September.

Pretreatment Surveys. Sequoia will conduct pretreatment surveys of each work location and will identify any relevant mitigation requirements.

Pretreatment Findings and Reports. Sequoia will develop pretreatment report based on survey results. Results will be incorporated into the real time mapping so that crews can see buffers. Sequoia biologists will be flagging specific buffers or resources for avoidance as they are found.

Task 3 Deliverables

- Written summary of field survey observations (Daily Monitoring Report)
- List of mitigation requirements and recommendations for each work location
- Pretreatment survey report detailing the survey efforts and results. The report will include an introduction to the project, survey methods, results, and a discussion of the project.
- Report detailing avian species observed, areas surveyed, details on active nests found, and buffer zones implemented, as applicable
- Nesting Bird Survey results will be valid for seven (7) days.



Task 3 Assumptions

- A full desktop review and mapping resources that was conducted and/or generated by the authors of the PSA will be made available to Sequoia for purposes of orienting the pretreatment, or any, biological resources surveys.
- While protocol level rare plant surveys are required ahead of treatments by the CalVTP, the RFP did not list this as a task, however Sequoia can provide this service for additional costs not included in this proposal effort.
- Any necessary landowner notifications will be provided by Town prior to fieldwork. Sequoia can assist the Town with right-of-entry (ROE) permits and notifications ahead of all field efforts, if requested.
- Safe access will be provided to Sequoia at the time of the survey.
- Notice to proceed will constitute permission for Sequoia to be present on the property to conduct the field survey at a time agreed upon by Town and Sequoia.
- Digital maps will be made available to crews; costs of app to utilize maps on their phones is not included in this scope.
- Town will provide Sequoia with geodata of Project and survey areas as GIS Shapefile or Google Earth .kmz file, including the following layers:
 - Park boundaries with roads and trails
 - Park Habitat types

Task 4 –Environmental Awareness Training

Before work begins, an experienced Sequoia biologist will provide environmental training to all crew members. Environmental awareness training is a critical step in establishing communication between the Town, its fuel reduction crews, and resource specialists. Trainings led by Sequoia staff are open-ended and interactive, and foster a positive relationship among the project team members. Training will include an overview of the ecology and identification of each sensitive species with potential to occur, nesting bird buffer protocols, and all Avoidance Minimization and Mitigation (AMMs) and Best Management Practices (BMPs). If needed, training may also include a demonstration of rare plants, sudden oak death, and noxious weed decontamination protocols. Brief, informal refresher trainings may also be also presented periodically, as needed to remind crews of the various measures in place.



Sequoia will design and distribute program-specific hardhat stickers to crews completing environmental training on the Town's vegetation management projects. This is a recent example of one of our crew environmental training stickers.



Sequoia will perform additional refresher training at no additional cost during treatment activities, in conjunction with surveys or other on-site responsibilities.

Note that to be cost efficient, Sequoia will budget one (1) standalone environmental training at the beginning of the implementation phase for all contractor crews. Any follow-up training, as either refresher or to train new crew members as they are assigned to the project, will be performed concurrently with pretreatment surveys and/or treatment monitoring. The versatility of our biologists in this regard (e.g., performing the training and then proceeding with monitoring work) is a testament to their multifunctionality and this will benefit the project as a cost savings measure.

Our biologists regularly receive accolades and are acknowledged for their exemplary communication with crews and clients throughout treatment activities.

If requested, Sequoia can provide bilingual staff to perform environmental training in both English and Spanish, as well as bilingual brochures.

Task 4 Deliverables

- Draft training pamphlets for Town review (in both English and Spanish, if requested)
- Final materials for the training session, edited to reflect Town comments
- Hardhat stickers designed and printed for crew use
- Sign in sheet for training session

Task 4 Assumptions

- Delivery of the on-site environmental trainings will be included in the costs for pretreatment surveys or biological monitoring, and the training will be provided to any new crew members, as requested.
- Costs include preparation of environmental training materials, including one round of comments and edits from the Town.
- Costs include 50 printed environmental awareness training pamphlets.
- Refresher trainings for new crew members can be provided to crews while biologists are onsite for pretreatment surveys at no additional cost.
- Cost for stand-alone environmental trainings is provided for project initiation.



Task 5 –Fuel Reduction Compliance Monitoring

Fuel Reduction Compliance Monitoring. Sequoia’s highly qualified and agency-approved biologists and/or botanists will provide on-site observation and monitoring to the level required to comply with the project environmental documents as they pertain to biological resources. Sequoia biologists will monitor fuel reduction work in the field. Depending on park unit and habitat type, monitoring may either be half- or full days. Sequoia has already reviewed the project documents and we understand which areas specifically provide suitable habitat for special status species (e.g., Foothill yellow legged frog) and will therefore require full-time monitoring, versus those work areas that only need spot checks or partial days to survey and protect resources.

Sequoia’s project manager will communicate with the Town and implementation crews on a regular basis to assess project schedule demands and progress over time. They will brief biologists’ on the extent of work, access, safety considerations and monitoring scope on a regular basis to ensure consistency of understanding. Staff biologists will continually check-in with Town and contractors, and will submit daily reporting logs and safety analyses during the course of work. Sequoia will open multiple layers of communication (Slack, email, text) in order to fully cover logistics demands – in our experience, providing several means of communication allows for flexibility among the team, as personal preferences may shift over time. The most important element of monitoring is to establish clear roles and responsibilities both at the onset but also over time (in the form of re-calibration points among the team). By continually checking and re-checking compliance documents, and refreshing the team on the hierarchy of communication, Sequoia will create an efficient and supportive project structure, with very little room for misaligned expectations or lapses in judgment.

Task 5 Deliverables

- Daily reports of field activities including photographs as appropriate, and observations of regulated species, if applicable

Task 5 Assumptions

- Fencing and signage will be provided and installed by the contractor or the Town. The biologist can assist the onsite team with demarcation of areas where fencing will be required if necessary.

Sequoia staff know that open communication and mutual respect are essential to address potential compliance concerns and sensitive species impacts during monitoring or treatment activities. Through cooperation and communication with crews, Sequoia staff encourage crews to remain vigilant to maintain compliance.

When issues arise on site that require prompt communication, such as scheduling changes or compliance issues, these are reported to the appropriate team members immediately. Sequoia’s team has a thorough understanding of the Project, and we will constantly work to improve our planning, surveying, reporting, and general project support to better meet the Town’s needs.



Task 6 – Project Environmental Reporting

Project Environmental Reporting. Sequoia’s experienced biologists excel at documenting project activities. We understand that a post-project implementation report (referred to by CAL FIRE as a Completion report) is required by the PSA under SPR AD-7. The report includes information about the size of treated area (acres), treatment types and activities, dates of work, a list of SPRs and mitigation measures implemented, and relevant explanations about the measures themselves. Sequoia will develop the report at project conclusion with a statement on compliance with the environmental requirements of the project. The report will include any/all results from post-treatment surveys, as well as all GIS data. The report will be delivered in a timely manner, and in the case of compliance concerns, our staff will follow strict communications protocols with Town staff for immediate incident reporting. Sequoia will make use of several layers of senior technical review during the drafting process.

Task 6 Deliverables

- Project summary report

Task 6 Assumptions

- The project summary report will include one round of edits by the Town.

Optional Services

Sequoia can provide the following optional/additional services to the Town at their request, on a time and materials basis. Our team is highly qualified to offer these services as means to supplement and enhance the successful completion of the project.

Contractor Cultural Resources Training. As required by the PEIR, and if not already completed/planned for by others by the Town in general, the Sequoia team (via our partner Montrose) can develop and provide cultural resource training with a focus on potential cultural resources on-site, avoidance measures, best management practices, and pertinent regulatory guidance for treatments.

Assistance with Request for Bids and Contractor Oversight. Sequoia can assist the Town with developing Request(s) for Bid, contracting strategies and efficiencies, reviewing contract specifications and work descriptions/orders, and providing implementation or inspection support on a high-level, as needed. Sequoia performed this service as part of the La Honda Shaded Fuel Project with San Mateo County Resource Conservation District. Sequoia is unique among consulting firms in that its Climate Resiliency & Restoration Program Manager (Will Johnson) has a background in the implementation side of fuel reduction and restoration and has managed projects from both contractor and consultant perspectives. Will oversaw coordination and logistics for contractor crews and heavy equipment operations for more than a decade prior to joining Sequoia. His extensive industry knowledge has proven to be a powerful tool



in soliciting cost-efficient bids, writing specifications, and reviewing potential implementation crews' qualifications.

Invasive Plant Mapping. Sequoia can perform invasive plant mapping as populations are found and provide data to the Town using Cal-IPC guidelines/protocols. By mapping invasive plant populations, Sequoia will supplement Town data to help inform land management decision-making during PSA treatments, or when performing standard Park maintenance and stewardship operations over-time. Invasive plant mapping can be performed at minimal cost during the pretreatment survey effort.

Mapping and Documenting Other Pests. Preventing the spread of plant pathogens (e.g., pitch canker, goldspotted oak borer, etc.) is an important part of the SPR's for the PSA (SPR BIO-6). Aside from sanitizing equipment and providing thorough training, it is critical to better understand where pathogens occur or are likely to occur. Sequoia has botanists specifically trained in identifying plant pathogens and are certified arborists. Sequoia will document or map other pests (e.g., bore beetle) as they occur throughout survey areas. Pests can be critical indicator species for larger-scale ecosystem health and trends. By mapping other types of pests, Sequoia can support future treatment planning efforts, and Town's VMP, and ongoing park and land management responsibilities.

GIS Services. Sequoia's GIS experts can create an internal GIS database and Esri ArcGIS Online website to track fuels treatments in real time for the Town. The GIS service can be utilized across a wide array of platforms and can track all wildfire resiliency work. Coupled with a thoughtful approach to community outreach above, this is an effective tool to connect the public with the work and communicate updates and progress over time. Additional GIS database management, data collection, and cartography services can be provided upon request. As described further in our description of the Tunnel Fuel Break project on page 26, Sequoia provides these service to Moraga-Orinda Fire District. The web tool Sequoia created can be found [at this link](#).

Drone Surveys. Sequoia can offer drone services to assess project progress, document site conditions, and develop aerial imagery for publications and presentations. Sequoia staff are Federal Aviation Administration (FAA) Part 107 Remote Pilot-licensed. Drone assessments will provide digital orthophoto, digital surface model (DSM), digital elevation model (DEM), and point cloud data products. Drone use will be carefully planned in accordance with airspace restrictions, sensitivity to surrounding landowners and agencies' regulations (e.g., East Bay Regional Park District), and Sequoia will hold drone insurance through Verify. Drone footage can be a powerful tool in assessing treatment effectiveness, but also enhancing transparency with the local community about the Town's efforts in fire risk mitigation (see below Public Outreach optional task for more context).

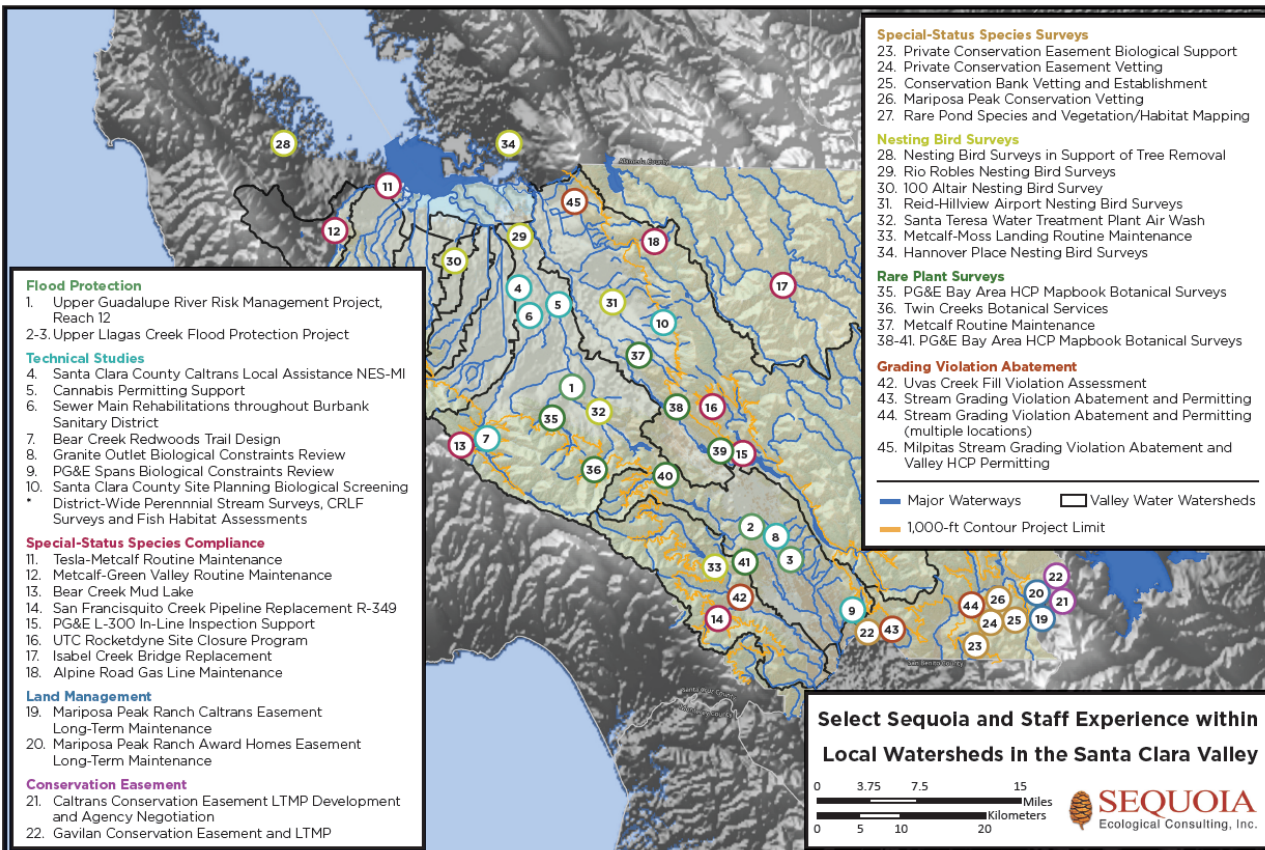
Habitat Monitoring. The Town's responsibilities for managing treated work areas do not end at project conclusion. The changed landscape will need to be continually managed to maintain progress made on fuel reduction objectives. Sequoia's biologists can perform longer-term post-treatment monitoring to record species numbers, assess changes in habitat, and will develop subsequent data analysis if necessary. Biologists will monitor reproductive seasons of wildlife throughout the project timeline. Various levels of



technical memoranda and presentations can be developed with data to supplement public outreach efforts.

Public Outreach Support and Public Presentations. Sequoia understands that public perception and buy-in are essential parts of the wildfire risk management process. On past projects, Sequoia has assisted with the preparation and implementation of public outreach support, including stakeholder meetings, presentations, and/or site field trips. Given that work under the VMP will occur on public parks and open spaces with regular pedestrian use and recreational activities, Sequoia could work together with the Town to develop consistent messaging when members of the public inevitably ask about the changing landscape.

Sequoia can assist preparation and implementation of public outreach support, including stakeholder meetings, public meetings, presentations, and/or site field trips. Meetings could present the project information to interested parties and gather feedback and concerns that can be addressed. Other public meetings could include a walk-down with the agencies to ensure they agree with the approach and compliance with the CalVTP. A slideshow could be developed to present the project and the various aspects of CEQA compliance. Sequoia can design and provide project signage (to post for public information purposes) to increase awareness of treatment activities in general.



Shown at Left:

Sequoia has worked extensively throughout Santa Clara County and the greater region. With offices in San Jose and numerous staff within just miles of the project area, Sequoia brings unmatched local expertise.



2024-2028 HOURLY RATE SCHEDULE

Environmental Services	2024	2025	2026	2027	2028	Env. Project Mgm't.	2024	2025	2026	2027	2028
Field Technician 1	\$90	\$95	\$99	\$104	\$109	Assistant Project Manager 1	\$165	\$173	\$182	\$191	\$201
Field Technician 2	\$105	\$110	\$116	\$122	\$128	Assistant Project Manager 2	\$170	\$179	\$187	\$197	\$207
Field Technician 3	\$115	\$121	\$127	\$133	\$140	Assistant Project Manager 3	\$175	\$184	\$193	\$203	\$213
Staff Biologist 1	\$120	\$126	\$132	\$139	\$146	Project Manager 1	\$180	\$189	\$198	\$208	\$219
Staff Biologist 2	\$125	\$131	\$138	\$145	\$152	Project Manager 2	\$185	\$194	\$204	\$214	\$225
Staff Biologist 3	\$130	\$137	\$143	\$150	\$158	Project Manager 3	\$190	\$200	\$209	\$220	\$231
Associate Biologist 1	\$135	\$142	\$149	\$156	\$164	Project Manager 4	\$200	\$210	\$221	\$232	\$243
Associate Biologist 2	\$140	\$147	\$154	\$162	\$170	Project Manager 5	\$210	\$221	\$232	\$243	\$255
Associate Biologist 3	\$145	\$152	\$160	\$168	\$176	Project Manager 6	\$220	\$231	\$243	\$255	\$267
Project Biologist 1	\$150	\$158	\$165	\$174	\$182	Senior Project Manager 1	\$230	\$242	\$254	\$266	\$280
Project Biologist 2	\$155	\$163	\$171	\$179	\$188	Senior Project Manager 2	\$240	\$252	\$265	\$278	\$292
Project Biologist 3	\$160	\$168	\$176	\$185	\$194	Senior Project Manager 3	\$250	\$263	\$276	\$289	\$304
Resource Specialist 1	\$165	\$173	\$182	\$191	\$201	Program Manager 1	\$260	\$273	\$287	\$301	\$316
Resource Specialist 2	\$170	\$179	\$187	\$197	\$207	Program Manager 2	\$270	\$284	\$298	\$313	\$328
Resource Specialist 3	\$175	\$184	\$193	\$203	\$213	Program Manager 3	\$280	\$294	\$309	\$324	\$340
Senior (Sr.) Biologist 1	\$180	\$189	\$198	\$208	\$219	Principal 1	\$290	\$305	\$320	\$336	\$352
Sr. Biologist 2	\$185	\$194	\$204	\$214	\$225	Principal 2	\$300	\$315	\$331	\$347	\$365
Sr. Biologist 3	\$190	\$200	\$209	\$220	\$231	Principal 3	\$310	\$326	\$342	\$359	\$377
Sr. Scientist 1	\$200	\$210	\$221	\$232	\$243	Senior Principal 1	\$320	\$336	\$353	\$370	\$389
Sr. Scientist 2	\$210	\$221	\$232	\$243	\$255	Senior Principal 2	\$330	\$347	\$364	\$382	\$401
Sr. Scientist 3	\$220	\$231	\$243	\$255	\$267	Senior Principal 3	\$340	\$357	\$375	\$394	\$413
Sr. Technical Specialist 1	\$230	\$242	\$254	\$266	\$280	Geographic Information Services (GIS)					
Sr. Technical Specialist 2	\$240	\$252	\$265	\$278	\$292	GIS Technician 1	\$135	\$142	\$149	\$156	\$164
Sr. Technical Specialist 3	\$250	\$263	\$276	\$289	\$304	GIS Technician 2	\$145	\$152	\$160	\$168	\$176
Sr. Regulatory Specialist 1	\$260	\$273	\$287	\$301	\$316	GIS Technician 3	\$155	\$163	\$171	\$179	\$188
Sr. Regulatory Specialist 2	\$270	\$284	\$298	\$313	\$328	GIS Analyst 1	\$165	\$173	\$182	\$191	\$201
Sr. Regulatory Specialist 3	\$280	\$294	\$309	\$324	\$340	GIS Analyst 2	\$175	\$184	\$193	\$203	\$213
Botanist/Arborist Services						GIS Analyst 3	\$185	\$194	\$204	\$214	\$225
Botanist/Arborist 1	\$135	\$135	\$142	\$149	\$156	GIS Project Manager 1	\$200	\$210	\$221	\$232	\$243
Botanist/Arborist 2	\$150	\$150	\$158	\$165	\$174	GIS Project Manager 2	\$210	\$221	\$232	\$243	\$255
Botanist/Arborist 3	\$165	\$165	\$173	\$182	\$191	GIS Project Manager 3	\$220	\$231	\$243	\$255	\$267
Sr. Botanist/Arborist 1	\$185	\$185	\$194	\$204	\$214	GIS Specialist 1	\$230	\$242	\$254	\$266	\$280
Sr. Botanist/Arborist 2	\$200	\$200	\$210	\$221	\$232	GIS Specialist 2	\$240	\$252	\$265	\$278	\$292
Sr. Botanist/Arborist 3	\$215	\$215	\$226	\$237	\$249	GIS Specialist 3	\$250	\$263	\$276	\$289	\$304
Administrative Support Services						GIS Program Manager 1	\$260	\$273	\$287	\$301	\$316
Clerical	\$110	\$116	\$121	\$127	\$134	GIS Program Manager 2	\$270	\$284	\$298	\$313	\$328
Project Administrator	\$135	\$142	\$149	\$156	\$164	GIS Program Manager 3	\$280	\$294	\$309	\$324	\$340
Technical Editor I	\$150	\$158	\$165	\$174	\$182						
Technical Editor II	\$160	\$168	\$176	\$185	\$194						
Technical Editor III	\$170	\$179	\$187	\$197	\$207						
Senior Technical Editor	\$195	\$205	\$215	\$226	\$237						



Other Direct Costs

Regular Vehicle (GSA Rate)	\$0.67/mile
Submeter GPS	\$100/day
UTV and Trailer	\$95/day
Fleet Vehicle	\$95/day
iPad	\$10/day
Wildlife Remote Camera	\$20/ day
Acoustic Bat Monitor	\$35/day
Kayak Kit	\$75/day
Survey Flashlight (Streamlight)	\$12.50/day
Aquatic Survey Sampling Kit	\$25/person/day
Drone/sUAS	\$250/day
Wetsuit	\$70/week
Drysuit	\$195/week
YSI ProDSS Water Quality Meter	\$125/day

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment, and other direct expenses are reimbursed at cost plus a 15% administrative handling charge (excluding mileage).
3. Subconsultants will be billed at their indicated rate plus a 15% administrative handling charge; or the Sequoia labor category commensurate with their role.
4. Depending upon location, Per Diem may be charged where overnight stays are required.
5. Weekly or monthly equipment rates at a reduced amount may be available on a contract-specific basis.
6. Expert Witness Testimony, including Depositions, is billed at the time and half.
7. Non-standard invoice processing will be billed at standard hourly rates for support personnel.
8. Sequoia will review our hourly rates annually and may choose to escalate our rate sheet depending on changes to the cost- of living- index and other factors.
9. Hours beyond 8 hours per day are charged at an overtime rate of 1.5 times our standard hourly rates for qualifying personnel. To comply with California Labor Code 512 and California Code of Regulations 11040, if on-site conditions prohibit personnel from taking required breaks, one additional hour of time will be billed per day for qualifying staff covered under the regulations.



Montrose Environmental Solutions 2024 Billing Rates

Staff Labor Rates	
Classification	Hourly Rate
Principal	\$262
Director II	\$240
Director I	\$230
Senior Associate II	\$218
Senior Associate I	\$208
Associate II	\$200
Associate I	\$191
Analyst II	\$180
Analyst I	\$170
Surveyor	\$148
Technician II	\$136
Technician I	\$120
GIS Analyst/CAD Technician	\$153
Technical Editor	\$131
Publication Specialist	\$114
Administrative Assistant	\$114
Direct Expenses <i>(10% markup; includes subconsultants)</i>	
Item	Rate
Mileage	Current 2024 IRS Rate (\$0.655/mile)
Printing (in-house)	
- Black/white prints	\$0.15 per page
- Color prints	\$1.00 per page
- CDs (including label and envelope)	\$1.50 each
Equipment rental	
- GIS mapping	\$30/hour
- GPS unit or Auger	\$100.00/day
Outside vendors; including	At cost plus markup
- Equipment rentals	
- Document production and supplies	

Note: Rates are subject to 3% escalation each year.



Relevant Experience

About Sequoia

Founded in 2011, Sequoia is a Bay Area-based, Woman-owned Small business with local offices in San Jose. We provide environmental consulting services to public agencies and private entities throughout northern California. With a full-time local staff of more than 50 biologists and a history of successfully managing environmental compliance efforts for local agencies' fuel management efforts, Sequoia is positioned to quickly mobilize planners, biologists and species experts, botanists, arborists, foresters, and qualified scientists whose expertise facilitate successful and expedited planning and implementation of critical wildfire mitigation and restoration projects.

Sequoia has been supporting vegetation management efforts since our inception, and as our firm has grown, we built on that foundation as we have worked with city and county agencies, fire districts, landowners, and regulatory agencies to provide consultation, planning and permitting, site assessments, compliance monitoring services, and surveys and habitat assessments for sensitive species. **We understand the unique challenges associated with these efforts and our staff are able to tackle critical project objectives alongside responsible agency staff, firefighters, and contractors.** Working on these types of projects has instilled in us a profound sense of teamwork and purpose, and enabled us to serve as a flexible, seamless extension of our clients' staff.



Sequoia biologists providing training to fire crews in preparation for shaded fuel break treatments.



Project Experience

La Honda Shaded Fuel Break and On-Call Environmental Support | SAN MATEO COUNTY | SAN MATEO RESOURCE CONSERVATION DISTRICT

The Sequoia team (**Sequoia and Montrose**) has been supporting the San Mateo Resource Conservation District (RCD) with planning and implementation of the La Honda Shaded Fuel Break, a 19-mile fuel break surrounding the community of La Honda in unincorporated San Mateo County.

With implementation slated for November 2023 per funding requirements, the RCD engaged Sequoia to help meet project's CEQA requirements under the CalVTP PEIR. To meet the aggressive schedule and all regulatory requirements for implementation, the Sequoia team designed a CalVTP treatment plan to avoid the need for additional regulatory permitting from other agencies, and to balance environmental protection with the needs of the RCD, the La Honda community, and its stakeholders. Sequoia worked with the RCD to define methodology and phasing of specific treatment prescriptions; and provided detailed recommendations for tree pruning specifications, understory vegetation and shrub treatments, management of cut biomass, timing of treatments, aesthetics, and future maintenance and invasive species considerations.

Sequoia submitted the CalVTP Project-Specific Analysis (PSA) and Addendum for that project, as well as a Biological Resource Report and Cultural Resources Report after preparing and sending project notification letters to NAHC tribes. Upon agency submittal and approval of the PSA, Sequoia will assist with the request for bids and contractor oversight during implementation.

Reference Contact

San Mateo Resource Conservation District
Timothy Federal, Program Manager, Forest Health and Fire Resilience
Phone: 650.712.7765 x124
Email: timothy@sanmateorcd.org



East Bay Regional Park District Fuels Reduction Program

| ALAMEDA AND CONTRA COSTA COUNTIES | EBRPD



From 2016-2021, Sequoia assisted the East Bay Regional Park District with system-wide implementation of the Wildfire Hazard Reduction and Resource Management Plan, as well as interpretation of a Biological Opinion, Incidental Take Permit, and Environmental Impact Report for the District's fuels reduction project. This project extends throughout EBRPD property in Alameda and Contra Costa counties. Sequoia coordinated communication and monthly update meetings with the District, and managed performance of the biomonitoring effort. Sequoia's biologists and technical specialists performed pre-and post-construction surveys, pre-activity surveys, biological monitoring, and long-term monitoring. A large group of Sequoia staff are approved by both the USFWS and CDFW to work with sensitive species on site. Sequoia staff also performed habitat assessments for AWS, identify signs of infection by *Phytophthora cinnamomi*, facilitated decontamination protocols to prevent the spread of *Phytophthora* species, and implemented AMMs during fuels treatment activities.

Approved staff members survey, monitor for, assess habitat quality, and conduct environmental trainings for special status species, including Alameda whipsnake, Pallid manzanita, California red-legged frog, Western pond turtle, San Francisco dusky-footed woodrat, California tiger salamander, and Western leatherwood.

Reference Contact

East Bay Regional Park District
Kristen Van Dam, Resource Analyst/Ecologist
Phone: 510.544.2324
Email: kvandam@ebparks.org



Forest Health and Fire Resiliency Project in Huddart & Wunderlich Parks | SAN MATEO COUNTY | SAN MATEO RCD

San Mateo Resource Conservation District (RCD), in collaboration with CAL FIRE and San Mateo County Parks developed high priority fuel reduction treatment projects on county lands in the northern Santa Cruz Mountains for forest health purposes. The collaboration resulted in the development of a forest health fuel reduction project at Huddart and Wunderlich, San Mateo County Parks encompassing 402.1 acres of vegetative treatments and a goal to enhance and restore a forest system challenged by changing climates, a lack of fire, and many homes in close proximity. Project activities primarily included mechanical thinning of vegetation up to 8" in diameter and pest management (Sudden Oak Death), which further improved forest health, fuel reduction, and carbon sequestration goals. These landscape level vegetation treatments have successfully reduced wildfire risk while increasing wildfire management opportunities.

Sequoia was contracted to support the project vegetation treatment prescriptions by conducting special status species and habitat surveys in scheduled work areas. Sequoia biologists conducted nesting bird surveys, assessed trees for bat roosting habitat, and visually searched for wood rat middens. The biologist flagged resources in accordance with RCD flagging conventions, communicated the locations of flagged resources to vegetation treatment crews, and provided the RCD with a daily survey report. Sequoia worked closely with the RCD to provide seamless environmental support aiding in early completion of the project.

Reference Contact	David Cowman, Forest Ecologist San Mateo Resource Conservation District Office: 650.712.7765 x 107 Email: david@sanmatorcd.org
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Various San Mateo County Fuel Breaks and Vegetation Management Support | SAN MATEO COUNTY | CAL FIRE & SAN MATEO COUNTY PARKS

Supporting CAL FIRE's work on the 70-acre **Kings Mountain Road Emergency Shaded Fuel Break Project**, Sequoia met with CAL FIRE staff and project representatives to plan for project implementation, special protection measures, and potential operational constraints. Treatments included mechanical treatments (masticators) to create a shaded fuel break along with utilization of hand crews with chippers and burn piles. Sequoia provided focused endangered species and botanical surveys to ensure environmental compliance and adherence to CAL FIRE's fuel reduction (AMMs). We provided environmental training to CAL FIRE crews, and conducted pre-treatment assessments, collecting data on species cover, composition, and presence of invasive species. Sequoia will conduct post-treatment assessments to determine maintenance intervals for the fuel break. As part of the same project, Sequoia supported the San Mateo County Parks Department, performing focused surveys under our on-call contract to determine the presence of rare plants, primarily Kings Mountain manzanita. Sequoia's botanists surveyed more than 1,900 acres of park land for this project.

Sequoia worked with CAL FIRE in support of the **El Granada-Quarry Park Emergency Shaded Fuel Break Project**. This 170-acre project restored a system of access roads and perimeter fuel breaks within a 500-acre eucalyptus stand near Half Moon Bay. Sequoia assisted with project implementation, special protection measures, and potential operational (biological) constraints. Sequoia's biologists conducted preliminary surveys and mapping of proposed work areas focusing on the presence of nesting birds, sensitive species and their habitat, existing erosion or signs of other work already completed, and safety hazards; as well as biological monitoring and environmental training.

Reference Contact	CAL FIRE Sarah Collamer, CZU Forester I – VMP Phone: 831.254.1792 Email: Sarah.Collamer@fire.ca.gov
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Countywide Wildfire Prevention/Hazard Mitigation Projects | MARIN COUNTY | MARIN WILDFIRE PREVENTION AUTHORITY

Sequoia is supporting the Marin Wildfire Prevention Authority (MWPA) under a second consecutive contract to permit and implement a large number of fire prevention projects throughout Marin County. Sequoia provides biological services during environmental planning and implementation of the 40+ projects within the work plan. Our biologists conduct literature reviews of biological resources, field assessments, prepare and present environmental trainings, conduct specialized nesting bird and sensitive plant surveys, and provide ongoing specialized expertise to assist the MWPA. We have also assisted in the preparation of Environmentally Sensitive Habitat Area (ESHA) mapping to conform with the Marin County Coastal Zone's Local Coastal Plan, and we prepared a Project-specific Checklist (PSA) in compliance with the CalVTP in support of various MWPA projects.

Sequoia's early involvement during the planning phase allowed us to assist in designing projects to avoid environmental impacts and maximize available funds. Sequoia biologists performed specialized surveys including nesting bird surveys, sensitive plant surveys, and protocol-level northern spotted owl surveys; as well as invasive species mapping.

This programmatic effort spans all of Marin County and addresses potential impacts to many sensitive species and various sensitive plants. Sequoia meets each month with project stakeholders, including members of the public, to assist MWPA in providing transparency to the public and interested parties regarding environmental compliance and avoidance of resource impacts.

Reference Contact

Anne Crealock
Planning and Program Manager
Marin Wildfire Prevention Authority
Tel: (707) 332-0866
Email: acrealock@marinwildfire.org



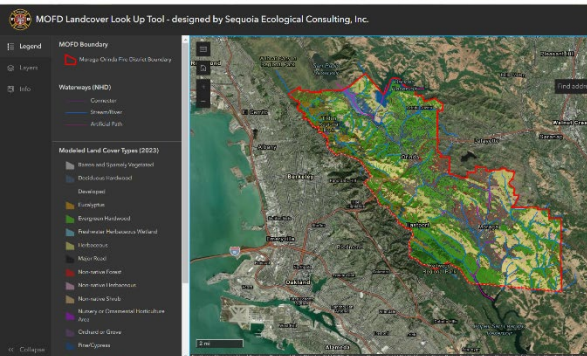
Tunnel East Bay Hills Shaded Fuel Break Project | CONTRA COSTA COUNTY, CA

Sequoia is supporting the Moraga-Orinda Fire District (MOFD) on its CAL FIRE-funded Tunnel East Bay Hills Shaded Fuel Break Project, an 1,110-acre expansion of the 2019 North Orinda Shaded Fuel Break (NOSFB) project. The project is subject to the California State and Federal Endangered Species Act, the Migratory Bird Treaty Act, and other species protections regulated by USFWS, CDFW, and local agencies.

Sequoia worked with MOFD throughout the planning process, preparing a Project-specific Analysis (PSA) checklist and Addendum to secure permitting under the CalVTP, and performing biological and cultural resource assessments, agency coordination, communication with the public, mapping, and contractor coordination. Before work commenced, Sequoia performed detailed preliminary surveys of proposed work areas, and will also conduct post-treatment surveys of treated areas. Surveys focused on the presence of nesting birds, sensitive species and their habitat, existing erosion or signs of other work already completed, and safety hazards. Data collected during these surveys will help MOFD to document permit compliance as well as inform the need for future maintenance work and assess post-treatment fire risk.

Similar to the work Sequoia conducted for the original NOSFB project, our biologists are currently supporting implementation, performing daily monitoring of work and close communication with the crews to ensure that the project is conducted in compliance with project permits. We present environmental training to all crew members, including intensive training on decontamination of equipment, boots, and vehicles to stop the spread of Phytophthora. Treatments monitored have included hand treatment, mastication, controlled burns, pile burning, lop and scatter, chip and haul out, and prescribed herbivory.

Reference Contact	Jeff Isaacs, Fire Marshal Moraga-Orinda Fire District Tel: (925) 258-4513 Email: jisaacs@mofd.org
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Pictured here:

Last month, Sequoia staff were invited to greet members of the public during the City of Orinda's 2nd Annual Wildfire Safety and Preparedness Fair (*shown at top left*). Sequoia shared the Landowner Look Up Tool (*bottom left*) and Best Practices for Home Hardening Guide (*shown at right*) we prepared with the Moraga-Orinda Fire District, and answered questions about environmental protection measures applied on the various shaded fuel breaks managed by the Moraga-Orinda Fire District and Contra Costa County Fire Protection District in the area.



At Sequoia, our team is our greatest asset. Our highly qualified and experienced staff are the backbone of our successful project delivery. Our approach and the diversified experience of the staff we have selected to work on the project will allow for combined efforts and cost savings, to maximize the Town’s allocated funds and efforts.

Our Principal-in-Charge, Debie Montana, will serve as primary contact for the Town for the duration of the proposal and contracting process, while Project Manager Kyle Verblauw will be your point of contact throughout the performance period.



Debie Montana
Principal-in-Charge

Debie Montana will provide project oversight, managerial support, and assurance that Sequoia will provide the dedicated resources required to meet the Town’s needs on this project. Mrs. Montana feels deeply privileged to lead Sequoia in supporting wildfire mitigation efforts, playing a small role in stewarding the land that provides a retreat and a home to our staff and our families, and protecting the habitats and species that inspired her to become a biologist.

Certified in Project Management by the University of California at Davis, Mrs. Montana oversees large-scale fuels treatment projects spanning diverse regions and habitats. She leads Sequoia's efforts including:

- San Mateo RCD La Honda Shaded Fuel Break PSA and Addendum preparation, and implementation support
- San Mateo County Parks Department and CAL FIRE focused species and rare plant surveys for fuel reduction activities covering more than 2,000 acres of park land throughout San Mateo County
- Marin Wildfire Prevention Authority planning and implementation of >40 wildfire mitigation projects

Debie’s background and certifications:

- ✓ 20 years of experience in the environmental industry
- ✓ M.S., Biological Sciences with Concentration in Organismal Biology, Conservation and Ecology, San Jose State University •
- ✓ B.S., Biological Sciences with Concentration in Conservation and Organismal Biology, San Jose State University •
- ✓ Certificate, Project Management, University of California, Davis

- Contra Costa County Fire District’s on-call consultant for planning and implementation of its programmatic fuels efforts, including work under the CalVTP
- On-call contract with the East Bay Regional Park District for biological support on fuel management projects including more than 30 FEMA-funded projects
- Planning and implementation services for more than 3,000 acres of fuel break for the Moraga-Orinda Fire District



Kyle Verblaauw

Project Manager

Kyle Verblaauw is a project manager and biologist specializing in Northern California's special-status species. With a Master's degree in Environmental Management from the University of San Francisco, Kyle oversees some of Sequoia's largest programmatic fuels management implementation compliance efforts, including management and coordination of staff performing protocol-level surveys, pre-construction surveys, rare plant surveys, and biological compliance monitoring.

Kyle has worked extensively with species such as the California tiger salamander, California red-legged frog, and western burrowing owl. He holds a USFWS Recovery Permit and California permits for these species, and has experience with PIT tagging, burrow excavations, and amphibian surveys. His experience with Sequoia includes:

- Biological Project Manager for Marin Wildfire Prevention Authority during planning and implementation of >40 wildfire mitigation projects
- San Mateo County Parks, Edgewood Shaded Fuels Break, Redwood City, CA
- San Mateo County Parks, Quarry Park Shaded Fuels Break, El Granada, CA
- Butano State Park Forest Health Project; Pescadero, CA
- Midpeninsula Regional Open Space District, Bear Creek Redwood Preserve Phase II Trails Project; Los Gatos, CA
- Napa County RCD's CalVTP Project-Specific Analysis and Addendum for Las Posadas Forest
- Novato Fire Protection District's Wildfire Resiliency Technical Coordinator

- San Rafael Open Space Defensible Fuel Reduction
- Sonoma County Regional Parks: Hood Mountain Vegetation Management Planning

Kyle's background and certifications:

- ✓ 10 years of experience in the environmental consulting industry
- ✓ MS, Environmental Management (Ecology), University of San Francisco
- ✓ BA, Environmental Studies (Biology), University of California Santa Barbara
- ✓ UC Education Abroad Program, (Marine Biology and Terrestrial Ecology), University of Queensland, Australia
- ✓ USFWS 10(a)(1)(A) Recovery Permit #ESPER0045160 for California Tiger Salamander and California Red-legged Frog
- ✓ CDFW Scientific Collecting Permit #S-211500002-21363-001 and MOU for California Tiger Salamander, and California Red-legged Frog



Will Johnson
Program Manager

Will Johnson has 16 years of experience in habitat restoration, mitigation planning, natural resource monitoring, and project management. Over the past decade, he has worked on various projects throughout northern California, serving as a field biologist, site superintendent, manager, crew leader, and equipment operator. Will is adept at managing projects from proposal to closeout, ensuring compliance with standard specifications, plans, and permit requirements.

He has authored site management and long-term maintenance plans, cost proposals, budgets, and technical write-ups. Will has collaborated with and contracted for a diverse range of clients, including county, state, and federal agencies, consulting firms, non-profits, special districts, and private landowners. His work has involved

Will's background and certifications:

- ✓ 16 years of experience in habitat restoration, mitigation planning, inspection and compliance support, natural resource monitoring, and both project and program-level administration and management
- ✓ MS, Biological Sciences, University of Rhode Island
- ✓ BS, Biological Sciences, University of Rhode Island
- ✓ California Contractors State License Board – C-27 Landscape Construction License, 1086577, exp. 2026
- ✓ California Department of Pesticide Regulation – Qualified Applicator License, 162032, exp. 12/2024

numerous special status species in Northern California, and he has conducted rare plant surveys and managed projects involving species like the western burrowing owl and Swainson's hawk.



Kelyn McGuire
Surveys and Monitoring,
Environmental Training

Kelyn McGuire is an enthusiastic biologist with more than 2 years of experience in environmental consulting and biological field work. With exquisite attention to detail and ability to coordinate among all parties, Kelyn serves as Sequoia's field lead for fuels treatment monitoring, surveys, and environmental training for projects with the Contra Costa County Fire Protection District, as well as the Moraga-Orinda Fire District. She is experienced at coordinating and conducting surveys for nesting birds and special status species including California tiger salamander, California red-legged frog, Alameda whipsnake, western pond turtle, and San Francisco dusky-footed woodrat, among many others. Kelyn also assists with rare plant surveys and California spotted owl surveys under the supervision of senior biologists/botanists, and bumble bee surveys with a permitted biologist.

Kelyn's background and certifications:

- ✓ 2+ years of field experience
- ✓ BA Environmental Studies (Anthropology), University of California, Santa Barbara
- ✓ UC Education Abroad Program, (Anthropology) University of Edinburgh, Scotland



Brian Nissen
 Surveys and Monitoring,
 Environmental Training

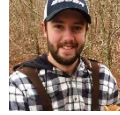
More than 6 years of professional experience working with private industry consulting, federal and state agencies compliance, and volunteer research projects

Brian Nissen is a restoration ecologist and field biologist with over 6 years of experience. He has worked on ecological restoration and biological surveys across the San Francisco Bay Area, focusing on special status species and habitat restoration. Brian is skilled in project design, implementation, invasive plant management, native plant propagation, and irrigation systems.

He holds permits for surveying California tiger salamander and California red-legged frog and has extensive experience with these species on construction projects. Brian has also conducted surveys for other special status species, including nesting birds, raptors, burrowing owls, and rare plants like Santa Cruz robust spineflower. Additionally, he has over 100 hours of passerine banding experience with the San Francisco Bay Bird Observatory.

Brian's background and certifications:

- ✓ 5+ years of field experience
- ✓ BS, Natural Resources, Fisheries and Wildlife Science, Oregon State University
- ✓ 10(a)(1)(A) Recovery Permit (PER0011950), California tiger salamander, California red-legged frog
- ✓ CDFW Scientific Collection Permit (SC-190180001)



Nicolas Anderson
 Surveys and Monitoring,
 Environmental Training, and GIS

Nicolas Anderson has 5 years of experience in wildlife and vegetation surveys, habitat restoration, construction monitoring, forestry management, and geographic information systems (GIS). His surveying skills include point-count, mark-recapture for small mammals and fish, electrofishing, mist netting, spotlighting, dip netting, seining, hoop netting, telemetry, and herpetological surveys for wetland IBI assessments.

Nicolas has conducted threatened and endangered species surveys across the Midwest, Southeast U.S., and California. Species he has worked with include the western pond turtle, California red-legged frog, Indiana bat, Henslow's sparrow, loggerhead sea turtle, northern long-eared bat, and greater prairie-chicken. His vegetation surveys have covered species such as beaked spikerush, slender rush, and western prairie fringed orchid.

Nick's background and certifications:

- ✓ 7+ years of field experience
- ✓ Wildland Firefighter Type II
- ✓ BS in Fisheries, Wildlife, and Conservation biology, University of Minnesota, Twin Cities
- ✓ NPDES Construction Stormwater Inspector



Attachment A - Other Information

Why Choose Sequoia?

✓ Experience with Federally Funded Fuels Management Efforts

Sequoia is deeply familiar with the variety of funding mechanisms for California's fuels management projects. We have worked on dozens of FEMA-funded projects for clients including East Bay Regional Park District, the RCD, and numerous projects through CAL FIRE. We understand the requirements of these projects including invoicing, reporting, and the importance of meeting deadlines and milestones set forth by grants.

✓ Demonstrated Experience with Fire Crews

Sequoia and its staff have coordinated and worked closely with fire crews and agencies including but not limited to:

- CAL FIRE
- Moraga-Orinda Fire District
- Novato Fire District (Full-time staff augmentation)
- Mt. Diablo Fire Safe Council
- California Conservation Corps
- East Bay Regional Park District's Fire Department
- Contra Costa County Fire Protection District

✓ Qualified Biologists with Certifications and Permits to Handle and Survey for Listed Species

Sequoia's staff have all the requisite certifications and permits to provide the range of expertise required to implement the Town's VMP. Our staff includes GIS Specialists, TRAQ Certified Personnel, a Certified Consulting Botanist, Certified Arborist, and numerous individuals with 10(a)1(A) recovery permits and/or Memorandums of Understanding (MOUs) for sensitive species including: Western bumble bee, California tiger salamander, California red-legged frog, San Francisco garter snake, Foothill yellow-legged frog, California Ridgway's rail, Western snowy plover, Vernal pool branchiopods, and other sensitive species.

A table showing our team's certifications and licensing is provided below.



Table. Sequoia Permitted and Certified Staff

<p>Stephen Gergeni</p>	<p>MOU attached to SCP; S-201190005-21059-001, Covers 4 CESA-Candidate Bumble Bee Species, Western bumble bee, Crotch's bumble bee, Franklin's bumble bee and Suckley's Cuckoo bumble bee</p> <p>USFWS 10(a)(1)(A) Recovery Permit #TE-84156D-0, Giant garter snake, California tiger salamander, California red-legged frog</p> <p>CDFW Scientific Collecting Permit #SC-2011900005, Giant garter snake, California tiger salamander, California red-legged frog, Foothill yellow-legged frog, amphibians, reptiles, small mammals, San Francisco dusky-footed woodrat, California giant salamander, Santa Cruz black salamander, Northern red-legged frog, Western spadefoot toad; Northern alligator lizard Northern pond turtle, Southwestern pond turtle, terrestrial and vernal pool inverts</p>
<p>Andrew Ford</p>	<p>MOU attached to SCP; S-201190005-21059-001, Covers 4 CESA-Candidate Bumble Bee Species, Western bumble bee, Crotch's bumble bee, Franklin's bumble bee and Suckley's Cuckoo bumble bee</p> <p>USFWS 10(a)(1)(A) Recovery Permit #TE-66228D-0, California tiger salamander and California red-legged frog</p> <p>Certified Consulting Botanist CCB-0029</p> <p>California Endangered Species Act Plant Voucher Collecting Permit 2081 1(a)-19-101-V</p> <p>ISA Tree Risk Assessment Qualification (ISA TRAQ)</p> <p>ISA Certified Arborist, WE-13284A</p>
<p>Ari Rogers</p>	<p>USFWS 10(a)(1)(A) Recovery Permit #TE 41340D-0, California tiger salamander and California red-legged frog</p> <p>CDFW MOU SC-13818, California tiger salamander (under Woodruff for CTS as an authorized individual)</p> <p>Certified Ecological Restoration Practitioner-in-Training (CERPIT) CERPIT #0678, Society for Ecological Restoration</p> <p>California Endangered Species Act Plant Voucher Collecting Permit 2081 1(a)-18-081-V</p>
<p>Aurelie Hening</p>	<p>Sub-permittee USFWS 10(a)(1)(A) Recovery Permit #TE-34570A-3.2, western snowy plover</p>
<p>Brendan Champlin</p>	<p>ISA Certified Arborist (WE-13739AU)</p>
<p>Brett Hanshew</p>	<p>USFWS 10(a)(1)(A) Recovery Permit #TE-67570A-0, California tiger salamander (Sonoma County-Distinct Population Segment and Santa Barbara County-Distinct Population Segment), California red-legged frog, San Francisco Garter Snake, Vernal pool branchiopods</p> <p>CDFW MOU: SC-009343, California tiger salamander, Foothill yellow-legged frog, and San Francisco Garter Snake</p>
<p>Brian Nissen</p>	<p>10(a)(1)(A) Recovery Permit (PER0011950), California tiger salamander, California red-legged frog</p> <p>CDFW Scientific Collection Permit (SC-190180001)</p>



<p>Jesse Reebbs</p>	<p>USFWS 10(a)(1)(A) Recovery Permit #TE-01769B-3, California tiger salamander, San Francisco Garter Snake, Alameda whipsnake, California Ridgway’s rail</p> <p>CDFW MOU: SC-010272, California tiger salamander, San Francisco Garter Snake, Alameda whipsnake, California Ridgway’s rail</p>
<p>Julie Woodruff</p>	<p>USFWS 10(a)(1)(A) Recovery Permit #TE-71409C-0, California red-legged frog, California tiger salamander, and Sierra Nevada yellow-legged frog</p> <p>CDFW MOU: SC-13782, California tiger salamander, foothill yellow-legged frog, and Sierra Nevada yellow-legged frog</p> <p>USGS Bird Banding Lab Master Bander #24106, Northern saw-whet owl, western screech-owl, and burrowing owl</p>
<p>Kyle Verblaauw</p>	<p>USFWS 10(a)(1)(A) Recovery Permit #ESPER0045160, California tiger salamander, California red-legged frog</p> <p>SCP# S-211500002-21363-001, California tiger salamander, California red-legged frog, Pacific treefrog, American bullfrog, Foothill yellow-legged frog, California newt, Redbellied newt, Rough-skinned newt</p>

✓ **Ability to Respond Quickly to Changes in Schedule**

The nature of these projects lends itself to last-minute schedule changes due to weather, fire risk, and other unpredictable conditions. Sequoia’s team of cross-trained local biologists are already approved by the CDFW and USFWS to survey and monitor for the sensitive species found within the Project area. Because our staff are deployed from our offices in San Jose and Walnut Creek, we require minimal mobilization and travel time. This allows us to hit the ground running at project kickoff, and to rapidly mobilize fully qualified staff, accommodating concurrent work and changing project needs. Sequoia will respond to Town requests within 30 minutes, and we can schedule qualified biologists for field surveys and monitoring efforts within 24 hours of requests, or less.

✓ **Full Understanding of PSA Implementation under the CalVTP**

Sequoia has deep experience in both development and implementation of the PSA process. In addition to supporting clients and contractors during the implementation phase, and monitoring fuel reduction in accordance with environmental measures of the CalVTP, Sequoia has also authored several approved PSAs. Because we bring this experience, the Town can be assured that Sequoia understands the process thoroughly and can find ways of streamlining certain parts of the process to better benefit species, cost and timelines. Recent Sequoia PSAs can be found ([here](#) and [here](#)) and Sequoia has contributed to the development of several PSA’s under the Marin Wildfire Prevention Authority ([here](#)). As part of past PSA processes, Sequoia has also developed PSA addenda as necessary.



Client Testimonials and Letters of Recommendation

March 3, 2022

I am a recently retired Assistance Fire Chief for East Bay Regional Park District where I was responsible for directing and implementing the District's **Wildland Hazardous Fuels Management Program**. Prior to serving as assistant chief, I was the lead fuel reduction and vegetation management Fire Fuels Captain.

From 2016-2021, I worked with **Sequoia Ecological Consulting, Inc. (Sequoia)** on this program and am very pleased to write this letter to recommend Sequoia's exceptional fuels implementation and compliance services based on my experience working alongside their biologists. Sequoia's work exceeded **\$1M** on this program.

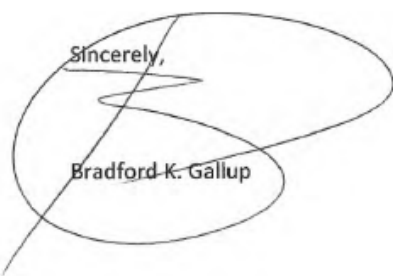
While working with Sequoia and their highly qualified biologists and technical specialists over the past five years, the District was able to comply with the EIR associated with the Wildfire Hazard Reduction and Resource Management Plan with no unauthorized take of sensitive resources or species. This is due to Sequoia's ability to interpret, organize and implement complex, often contradictory Avoidance and Minimization Measures (AMMs) related to Environmental Impact Reports, and regulatory permits from multiple agencies (CDFW, USFWS, USACE, etc.).

Sequoia's staff members are extremely knowledgeable in the various work methods and practices associated with fuels management, and so are able to identify alternate work methods and practices to reduce and avoid impacts, mitigate unavoidable impacts, and work with crews to assess a treatment area and determine the best approach.

Sequoia's communication and integration with the fuels team is key to the ultimate success of each project. They participate in the planning as well as the implementation, and work alongside crews and leaders to ensure projects move forward while also minding the objectives of resource protection and the project's regulatory framework. Sequoia biologists continuously communicate with the crews about their needs and resource avoidance during work.

During the five years that I worked with Sequoia's biologists, I observed their ability to respond to work requests ranging from species-specific technical expertise and surveys, botanical surveys, and regulatory permitting support, to day-to-day project management, scheduling, meeting with agency personnel, and overseeing other contractors on the projects. In summary, Sequoia has been instrumental in supporting the District's fuels management program, and I recommend them to anyone seeking a well-rounded environmental consultant to help achieve project success. I consider them to be professional, respectful, and easy to work with and thoroughly enjoyed working alongside them and sharing the team experience.

Sincerely,



Bradford K. Gallup



East Bay Regional Park District

Kristen Van Dam, Resource Analyst/Ecologist

“Sequoia has provided biological monitoring support for my program for nearly five years. Our program is large and complex, and involves potential impacts to several threatened species. Sequoia is always on top of it. Sequoia’s project managers are sharp, communicative, and thorough. Their biologists are great with the crews, and largely due to their guidance we rarely see compliance issues. They are experts on the species we work with, and leverage their expertise to ensure the least possible risk to them. My project manager provides prompt weekly updates, and monitoring reports arrive complete and clearly organized. Any questions and issues that come up with project compliance are communicated promptly and resolved easily.

One of the most impressive things about Sequoia is that the staff are not there merely to provide a service; staff actively engage in collaborative problem-solving with the client, which has saved my agency money and time. Their staff are highly qualified scientists, but the best kind of scientists – with a keen eye toward communication and customer service. I know that my project manager has my project’s best interests at heart, and I trust them completely. I would recommend Sequoia for any biological compliance project without hesitation.”

Diablo FireSafe Council

Cheryl Miller, Executive Coordinator

“The team at Sequoia Ecological Consulting was critical to effective hazardous fuel reduction for the North Orinda Shaded Fuel Break. By having their biologists evaluate sites before work began we could avoid potential environmental impacts and accelerate the project. Their staff’s expertise continued to guide field crews throughout the work, giving the whole project team confidence that we could adjust the project to meet the best management practices and comply with the myriad of environmental requirements, while reducing the potential of wildfire.”

San Mateo RCD

David Cowman, Forest Ecologist

“I’d like to echo the gratitude for the great communication in addition to the level of flexibility you all have provided throughout the project. These types of projects are tricky to coordinate with all the moving pieces, and I greatly appreciate your willingness to send bios when necessary to fill in when our own staff and County Parks staff weren’t available.”



California State Parks, Bay Area District Natural Resource Program Environmental Scientist

“Sequoia staff were professional, friendly and flexible, even while working in difficult post-wildfire environments with a variety of challenges. The assessments and survey methodologies paid exceptional attention to detail and the resulting deliverables were top notch.”

City of Suisun City Public Works Nick Lozano, Associate Engineer/Project Manager

“Because my emails and phone calls are promptly returned, I always feel that I am Sequoia’s only client. Our projects come with their own unique challenges relating to field conditions and permit restrictions, and Sequoia’s knowledgeable staff has always arrived at feasible and cost-effective solutions that were readily approved by the City and the regulatory agencies. Sequoia’s staff are well-versed on regulatory permits, permitting strategy, and how to complete projects in compliance with regulatory requirements.”

Attachment B - Required Forms

ATTACHMENT B - PROPOSAL FORMS

(To be returned with Proposal. Also See Request for Proposal
Section 6 for Additional Required Information)

PROPOSER

Name: Sequoia Ecological Consulting, Inc.

Address: 99 South Almaden Boulevard, Suite 600, San Jose, CA 95113

1st Contact person (Name): Debie Montana

Title: CEO and Principal Biologist Office Tel: 925-855-5500

Direct/Cell: 925-989-7011 Fax: _____

Email: dmontana@sequoiaeco.com

2nd Contact person (Name): Kyle Verblaauw

Title: Project Manager Office Tel: 925-855-5500

Direct/Cell: 201-787-1738 Fax: _____

Email: kverblaauw@sequoiaeco.com

BUSINESS TYPE:

Proposer, if selected, intends to carry on the business as (check one):

- Individual
- Joint Venture
- Partnership
- Corporation

Year incorporated? 2011 In what state? California

When authorized to do business in California? 2011

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received (check and initial):

- ___ 1
- ___ 2
- ___ 3
- ___ 4
- ___ 5
- ___ Other
- ___ No Addendum/Addenda Were Received

ADDITIONAL INFORMATION

Number of years providing the specified service: 11

Names and titles of all officers and directors:

Debie Montana, CEO and Principal Biologist; Bill Montana, Secretary/CFO

Tashi MacMillen, Principal Director - Technical Services; Sarah Blanchfield, Principal Director - Operations in Management; Melissa Krause, Marketing Director

If an individual or partnership, provide the following information:

Formation date of company: N/A - S Corporation

Name and address of all partners, indicating whether they are general or limited partners:

N/A - owned 100% by Debie Montana, CEO - 1342 Creekside Drive, Walnut Creek, CA 94596

List the names, titles, and qualifications of the key personnel who will perform work under this Agreement as well as their roles in relation to the Agreement. Identify the primary biologist to be designated for the Town. Include their certifications, experience, and training.

Principal Biologist - Debie Montana.

All resumes are included in the proposal Appendix.

Indicate whether Proposer has ever failed to complete any Agreement awarded to it. If so, note when, where, and why. Attach additional sheets, if necessary.

Sequoia has never failed to complete any agreement in its history.

Indicate whether Proposer has been or is the subject of a bankruptcy or insolvency proceeding or subject to assignment for the benefit of creditors.

Sequoia has never been the subject of a bankruptcy or insolvency proceeding.

SUBCONTRACTORS

Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned in the performance of the work.

Company Montrose Environmental Group

Location 266 Grand Ave #210, Oakland, CA 94610

Describe work to be contracted Cultural Resources support (if needed)

Company _____

Location _____

Describe work to be contracted: _____

Company _____

Location _____

Describe work to be contracted: _____

REFERENCES

List three (3) references for work of a similar nature to the Services performed within the last five (5) years. References should be from a California municipality, county or a state or federal agency if possible. Preference will be given for references whose work was similar in scope and character to the Project.

Reference 1

Name of Agency:	Moraga-Orinda Fire District
Agency Address:	120 Moraga Way, Moraga, CA 94556
Contact Name and Title:	Jeff Isaacs, Fire Marshal
Contact Telephone:	(925) 258-4513
Contact Email:	jisaacs@mofd.org
Contract Amount:	\$1,316,268.93 to date
Description of Services Provided:	Sequoia has provided environmental compliance support to MOFD on its vegetation management and shaded fuel break projects since 2019. Our role has spanned the full process including providing grant application support and mapping, habitat assessments, project planning, PSA and associated document preparation under the CalVTP, treatment prescriptions, public outreach, and implementation compliance.
Date Services Were Provided:	2019 – Present

Reference 2

Name of Agency:	CAL FIRE
Agency Address:	059 Highway 9, Felton, CA 95018
Contact Name and Title:	Sarah Collamer, CZU Forester I – VMP
Contact Telephone:	(831) 254-1792 (cell)
Contact Email:	Sarah.Collamer@fire.ca.gov
Contract Amount:	\$32,322

Description of Services Provided:	Sequoia provided focused endangered species and botanical surveys to ensure environmental compliance in advance of fuel reduction activities and adherence to CAL FIRE’s Fuel Reduction Avoidance and Minimization Measures (AMMs).
Date Services Were Provided:	July 2019

Reference 3

Name of Agency:	San Mateo Resource Conservation District
Agency Address:	80 Stone Pine Road, Suite 100 Half Moon Bay, CA 94019
Contact Name and Title:	David Cowman, Forest Ecologist
Contact Telephone:	650.712.7765 x 107
Contact Email:	david@sanmateorcd.org
Contract Amount:	\$323,471.79 to date
Description of Services Provided:	Sequoia has supported programmatic vegetation treatment activities for the RCD on an as-needed basis, conducting nesting bird and special-status species surveys, habitat and tree assessments, bat roosting habitat assessments, and visual searches for woodrat middens. We recently submitted a PSA for the La Honda Fuel Break project, which recently started implementation, which Sequoia is monitoring.
Date Services Were Provided:	June 2021 – Present

RESERVATION

It is understood that the Town reserves the right to reject this Proposal, but that this Proposal shall not be withdrawn for a period of 45 days from the date prescribed for its opening.

DISCLOSURE

The undersigned declares that this Proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the Proposal is genuine and not collusive or sham; that the undersigned has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal and has not directly or indirectly colluded or agreed with any Proposer or anyone else to put in a sham Proposal or to refrain from bidding; that the undersigned has not directly or indirectly sought by agreement, communication or conference with anyone to fix his/her Proposal price or the Proposal price of any other Proposer, or to fix any overhead, profit or cost element of such Proposal price or of that of any other Proposer, or to secure any advantage against the Town of

Los Gatos or anyone interested in the proposed Contract; that the only persons or parties interested in this Proposal as principals are those named herein; that all statements contained in this Proposal are true; that the undersigned has not directly or indirectly, submitted his/her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other persons, partnership, corporation, or association except to such person or persons as have a direct financial interest in Proposer's general business; and that the undersigned has not accepted any Proposal from any subcontractor or vendor through any Proposal depository, the Bylaws, Rules or Regulations of which prohibit or prevent the undersigned from considering any Proposal from any subcontractor or vendor, which is not processed through said Proposal depository, or which may prevent any subcontractor or vendor from bidding to any general contractor who does not use the facilities of or accept bids from or through such Proposal depository; and that the undersigned has not paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

WORDS AND PHRASES

Wherever in this Proposal an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the Proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

CERTIFICATION

The undersigned certifies that the Proposal Documents have been thoroughly read and understood and that, except as may be specifically noted and contained in addenda, there are no discrepancies or misunderstandings as to the meaning, purpose or intent of any provision in the Proposal Documents or as to the interpretation of the same. The undersigned hereby incorporates by reference, the same as though set out in full, all provisions of Request for Bids published by the Town and pertaining to the work described in this Proposal.

The names of all persons Interested in the foregoing Proposal as principals are as follows:

Important Notice: If Proposer or other interested person is a corporation, give legal name of corporation, state where incorporated and names of the president and secretary thereof; if a partnership, give name of the firm, also names of all individual co-partners composing firm; if Proposer or other interested person is an individual, give first and last names in full.

PROPOSER'S SIGNATURE

No Proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a Proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the Proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

**(1) If Proposer is *INDIVIDUAL*,
sign here:**

Proposer's Signature

Proposer's typed name and title

Date: _____

**(2) If Proposer is *PARTNERSHIP* or
JOINT VENTURE, at least (2) Partners
or each of the Joint Venturers
shall sign here:**

Partnership or Joint Venture Name
(type or print)

Signature

Name of Member of the Partnership or Joint
Venture (type or print)

Date: _____

Signature

Name of Member of the Partnership or Joint
Venture Name (type or print)

Date: _____

(3) If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

Chief Executive Officer (Title)

and _____
Chief Financial Officer (Title)

of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Sequoia Ecological Consulting, Inc.
Corporation Name (type or print)

Debie Montana
Signature

Debie Montana, CEO and Principal Biologist
Name and Title (type or print)

Date: June 27, 2024

Bill Montana
Signature

Bill Montana, Chief Financial Officer
Name and Title (type or print)

Date: June 27, 2024

Corporation – 2 officer signatures required (one from each group, unless person signing holds officer positions in both Group 1 and 2):

Group 1: Chief Executive Officer, Chairman of the Board, President, or Vice President

Group 2: Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, Assistant Treasurer

CONFLICT OF INTEREST STATEMENT

This form must be printed out, completed, and submitted with the Bid.

The undersigned declares: Not Applicable

I/We _____ (Insert Name) have the following financial, business, or other relationship with Town of Los Gatos that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract or Project.

I/We _____ (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract or Project.

Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Proposer covenants that neither it, its subcontractors nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this Request for Bids. Proposer certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFB is an officer or employee of the Town. Through its submittal of a Bid, Proposer acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the Town if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider Proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one Proposal for the same work unless alternate Proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Declaration provided herein.

I, on behalf of the Proposer, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

June 27, 2024 [date], at Walnut Creek [Town], California [state].

Sequoia Ecological Consulting, Inc.

Proposer Name (Person, Firm, Corp.)

Address

1342 Creekside Drive Walnut Creek, CA 94596

Town, State, Zip

CEO and Principal Biologist


Debie Montana

Title of Authorized Representative

Name of Authorized Representative

June 27, 2024

(Date)



(Signed)

BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352
(AS AMENDED)

This form must be printed out, completed, and submitted with the Bid.

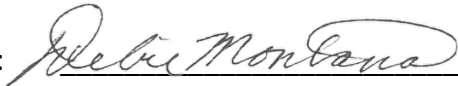
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

June 27, 2024 [date], at Walnut Creek [Town], CA [state]

By: 

Name: Debie Montana

Title: CEO and Principal Biologist

NON-COLLUSION DECLARATION

This form must be printed out, completed, and submitted with the Bid.

The undersigned declares:

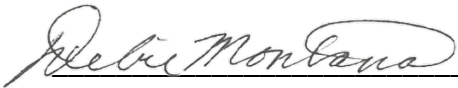
I am the CEO and Principal Biologist [Insert Title] of Sequoia Ecological Consulting, Inc.[Insert name of company, corporation, LLC, partnership or joint venture] the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from responding. All statements contained in the Proposal are true.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

JUne 27, 2024 [date], at Walnut Creek [Town], CA [state]

By: 

Name: Debie Montana

Title: CEO and Principal Biologist

ATTACHMENT D - PROPOSAL PRICE SHEET

The quantities shown on the Proposal forms are approximate only, being given as a basis for the comparison of Proposals, and the Town does not, expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or class or portion of the work as may be deemed necessary or advisable by the Director of Parks & Public Works. This Proposal will be rejected if Proposer fails to provide a Proposal for each item.

The Town reserves the right to make a comparison of Proposals based on any combination of the above alternate Proposal items.


For all services described in the Proposer’s Scope of Services, unless excluded by the Town in description of services below, the Town shall consider unit prices below to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Proposer to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of Proposal.

Proposed Cost Per Task for All Locations

Task Description	Cost (\$)
Task 1: Meetings and Project Documentation	\$15,585
Task 2: Data Collection and Review	\$2,090
Task 3: Preconstruction Surveys	\$50,540
Task 4: Environmental Awareness Training	\$3,529
Task 5: Field Monitoring of Construction Activities	\$76,240
Task 6: Project Environmental Reporting	\$34,181
TOTAL PROJECT COST	\$181,165

Work will be paid hourly Not to Exceed the values listed above. Proposers must attach a rate sheet to this Proposal Price Sheet.

SIGNATURE

	CEO and Principal Biologist
Signature	Title
Debie Montana	June 27, 2024
Name (printed or typed)	Date
(925) 989-7011	N/A
Telephone	Fax
454136627	19114593
Tax ID Number	Los Gatos Business License Number



Sequoia Ecological Consulting, Inc.

Proposal for Town of Los Gatos - Environmental Monitoring Services for
Vegetation Management Risk Reduction Project (Open Space)

Resumes



Debie Montana, M.S., Certified Project Manager
President and Principal Biologist

Debie Montana is a Project Management Professional and the President of Sequoia Ecological Consulting, a small, woman-owned business enterprise. As President she is responsible for the corporate operation and fulfillment of contractual obligations for the firm. Since founding Sequoia in 2011, Mrs. Montana has grown her Company to a full-time staff of 45 qualified biologists, planners, project managers and regulatory specialists providing large-scale wildfire mitigation program support, project management, CEQA/NEPA compliance, CalVTP Support, pre- and post-fire surveys and analysis, and regulatory compliance support at the state and federal levels Certified in Project Management by the University of California at Davis, Mrs. Montana oversees large-scale fuels treatment projects spanning diverse regions and habitats. She serves as Principal-in-Charge on Sequoia's fuels treatment efforts for numerous Moraga-Orinda Fire District efforts, as well as planning and implementation of more than 40 projects for the Marin Wildfire Prevention Authority. She served in the same capacity on projects including the Caldor Fire Restoration efforts with El Dorado RCD, dozens of projects under East Bay Regional Park District's Fuel Management Program, and she also worked closely with the San Mateo County Parks Department and CAL FIRE to provide focused species and rare plant surveys for fuel reduction activities covering more than 2,000 acres of park land.

With more than 20 years of experience in the environmental industry, Mrs. Montana has developed a resume with extensive program management experience within both the private and public sectors. She oversees complex environmental compliance efforts that apply her conservation and organismal biology and fisheries background with her strong an understanding of all aspects of environmental analysis, and her extensive knowledge of environmental permitting through federal, state and local agency processes.

As a wildlife biologist, Mrs. Montana has worked on projects and with technical scientific experts throughout California. Her duties have ranged from authoring biological assessments and Natural Environmental Studies, to performing resource management and mitigation plans, to overseeing large-scale fuels treatment, utility, and development projects spanning regions, a variety of habitats, and numerous permitting agencies. Mrs. Montana's main strength is providing oversight, quality assurance, budget control, schedule adherence, and technical review on large-scale projects. She has built and managed multi-disciplinary teams of technical experts, to successfully complete projects across the state.



AREAS OF EXPERTISE

- Program and Project Management
- Fuels Management Strategy, Planning, and Implementation
- CalVTP Implementation
- Stakeholder Engagement
- Technical Team Development and Management

EDUCATION

M.S., Biological Sciences with Concentration in Organismal Biology, Conservation and Ecology, San Jose State University

B.S., Biological Sciences with Concentration in Conservation and Organismal Biology, San Jose State University

Certificate, Project Management, University of California, Davis

SELECT TRAININGS

CEQA/NEPA Workshop
 Habitat Conservation Planning and Implementation
 Land Use in California



RELEVANT EXPERIENCE

San Mateo Resource Conservation District La Honda Fuel Break Project

San Mateo Resource Conservation District (RCD) is preparing to implement the La Honda Shaded Fuel Break, which constitutes an approximately 19-mile fuel break surrounding the community of La Honda in unincorporated San Mateo County. Sequoia's team is designing a CalVTP treatment plan that will balance the needs of the RCD, the La Honda community, stakeholders, and environmental protection while reducing dense vegetation and ladder fuels to provide safe access for firefighting personnel and potentially slow the spread of lower-intensity fires. Because portions of the project area include land outside of the State Responsibility Area (SRA), Sequoia is preparing a Project Specific Analysis and Addendum to the CalVTP PEIR. Sequoia will support the RCD with implementation of the project by developing contracting strategies and efficiencies, reviewing contract specifications and work descriptions/orders, and providing inspection support.

Sonoma County Regional Parks Hood Mountain Regional Park & Open Space Preserve Vegetation Management Planning for Ecosystem Resilience, Fire Hazard Reduction, and Climate Adaptation

Following heavy impacts to the area by the 2017 Nuns Fire and the 2020 Glass Fire, Sequoia is providing consultant services for vegetation management planning throughout the 950-acre Hood Mountain Regional Park and Open Space Preserve. Sequoia performed a thorough review of existing vegetation management documents and past management activities from the 1990s, and visited the site to complete a current condition assessment. Based on the information gathered, Sequoia is preparing a draft Vegetation Management Report that integrates prior plans and evaluations, and includes GIS mapping to prioritize management recommendations. The Vegetation Management Report will undergo levels of review with stakeholders for input into the final document.

Moraga-Orinda Fire District, Tunnel Hills East Bay Shaded Fuel Break Project

Sequoia provided vegetation mapping services and support for MOFD's grant application, and we are assisting with planning and implementation. Permitted under the CalVTP, this project required a Project-Specific Analysis (PSA) checklist and CalVTP addendum. Sequoia supported MOFD with the PSA process, preparing a full PSA Addendum. We managed biological and cultural resource assessments, SPR implementation, environmental training for crews, environmental compliance monitoring, agency coordination, communication with the public, mapping, and contractor coordination. Protocol-level surveys for sensitive plants and Alameda whipsnake are anticipated, and if needed Sequoia may also provide protocol or reconnaissance-level surveys for other species, wetland delineations, and agency coordination. Sequoia conduct detailed preliminary surveys of proposed work areas before commencement of work, and will also conduct post-treatment surveys of treated areas. The data collected during these surveys will help MOFD to document permit compliance as well as inform the need for future maintenance work and assess post-treatment fire risk.

Moraga-Orinda Fire District, North Orinda Shaded Fuel Break Project

Divided into a total of 55 "treatment units", this 1,900-acre fuel break project employed a variety of specific fuel management techniques including understory clearing, tree pruning, brush clearing, chipping, mowing, and select tree removal. Mrs. Montana participated in a series of meetings with Moraga-Orinda Fire Department, members of the public, and agencies including CAL FIRE, EBMUD, EBRPD, CDFW, and CNPS. Sequoia compiled BMPs to satisfy the requirements of existing habitat conservation plans, incidental take permits, and biological opinions which had already



undergone the CEQA process for projects nearby. Sequoia identified suitable Avoidance and Minimization Measures that would satisfy the existing Habitat Conservation Plan for Fuel Reduction Projects, and the EIR, Biological Opinion and Wildfire Hazard Mitigation Plan. We collaborated with CDFW and USFWS on field methods, crew training, and biological monitoring that would be implemented. Sequoia collaborated closely with fire crews to develop fire prescriptions, and performed permit interpretation and recommendations for communication with USFWS and CDFW. Sequoia also helped determine the appropriate treatment type (hand tools vs mastication) for various work areas based on quality of habitat for AWS, legal restrictions of the site (private vs EBMUD vs EBRPD property) and safety/slope concerns.

Diablo Fire Safe Council/Moraga Orinda Fire Department, Canyon Shaded Fuels Break

The Diablo Fire Safe Council provided the Moraga Orinda Fire Department with a grant to conduct fuels thinning activities in a critical fire break area of Pinehurst Road in Canyon, California. Sequoia was asked to provide biological services in support of the fuels reduction project including nesting bird surveys in advance of fuels treatment activities, and consulting services for environmental compliance.

San Mateo County Parks Fuel Break Projects, Huddart and Wunderlich County Parks

San Mateo County Parks is planning on implementing fuels reduction work spanning over 70 acres of chaparral, redwood forest, and oak woodland habitat starting in 2021. In support of this effort to prepare for forest health treatments and to avoid impacting sensitive plant species and natural communities within the Project area, Sequoia assisted the Parks District by performing three rounds of targeted rare plant surveys in both Huddart and Wunderlich County Parks. Focal species included: Kings Mountain manzanita, western leatherwood, and Michael's rein orchid.

Georgetown Divide Resource Conservation District Georgetown Fuel Reduction Project

Working collaboratively with the Georgetown Divide Resource Conservation District (GDRCD), Sequoia provided environmental planning and compliance services for this project which reduced understory ladder and surface fuels by managing and removing vegetation on and within 200 feet of BLM land in the South Fork American River Watershed. The project minimizes the risk of wildfire damage to forest resources, communities, and infrastructure in the project area. Sequoia's ensured project compliance with the Migratory Bird Treaty Act, Federal Endangered Species Act, and California Endangered Species Act. Our approved biologists were on-site throughout the project to conduct surveys for nesting birds, plants, and other sensitive species and resources. The biologists delineated and flagged no-disturbance buffers wherever the presence of a sensitive/special-status species (e.g., nesting birds, western pond turtle, California red-legged frog, Yuma myotis, Red Hills soaproot) and/or their nests are detected. Sequoia mapped out the project area to keep the contractor aware of the locations of any biologically sensitive resources to protect these resources during project activities.

Caldor Fire Recovery, Forest Restoration Action Plan

The El Dorado County Resource Conservation District (RCD) played a lead role in post-fire recovery effort for area effected by the Caldor Fire. This pilot project was established to create a scalable, efficient, and effective process for future use by future fire recovery efforts. Under the Caldor Fire Recovery Plan, Sequoia has been tasked with providing environmental and cultural compliance to aid in post fire restoration of fire-impacted non-industrial private lands within the Caldor burn area of El Dorado County. Sequoia has worked closely with the El Dorado Resource Conservation District to develop appropriate regulatory pathways for various communities affected by the fire. Through a Categorical Exemption for the Grizzly Flat subdivision, and use of the Cal-VTP PEIR for the remainder of the non-industrial private



lands, Sequoia has provided project design and management, development of the Categorical Exemption and implementation of the Cal-VTP PEIR, and environmental compliance surveys and monitoring of protected resources including (rare plants, aquatic features, California red-legged frog, foothill yellow-legged frog, Sierra Nevada yellow-legged frog, western pond turtle, great gray owl, California spotted owl).

El Dorado Resource Conservation District-Fire Adapted 50 Phase 1B – Wildland Fire Protection Program

The Fire Adapted 50 Phase IB - Wildland Fire Protection Program is Phase B of a series of projects identified by CAL FIRE, the U.S. Forest Service, El Dorado Resource Conservation District, and the Georgetown Divide Resource Conservation District. The project will conduct vegetation treatments on both private and USFS lands designed to interrupt potential wildfire behavior by reducing the rate of spread and intensity of fire. Sequoia is providing environmental consulting services to ensure Project compliance with all Federal, State, and local regulations and project permits; including but not limited CEQA/NEPA compliance (evaluation, surveys, consultations, communications, information exchange, reporting, monitoring, mapping and document management, etc.).

East Bay Regional Park District's Wildlife Hazard Reduction Program and Resource Management Plan

Since 2014, Mrs. Montana has worked with the East Bay Regional Park District (EBRPD) on planning and implementation of their FEMA-funded Wildfire Hazard Reduction and Resource Management Plan. The program extends throughout more than 40 sites on EBRPD property in Alameda and Contra Costa Counties. Sequoia's work includes interpretation of their Biological Opinion, Incidental Take Permit, and Environmental Impact Report. Sequoia worked with the District to create standard operating procedures for programmatic work, submitting annual reports to USFWS and CDFW, and coordinates communication and meetings with the District, manages and supervises field activities, performs focused surveys, conducts environmental training for field and Park personnel, and provides biological monitoring services for implementation of Avoidance and Minimization Measures during fuels treatment activities.

Marin Wildfire Prevention Authority Environmental Compliance Consulting Services for Wildfire Prevention/Hazard Mitigation Projects

The Marin Wildfire Prevention Authority is working to permit a large number of fire prevention projects throughout Marin County. The projects use a wide variety of fuels reduction treatments to achieve their goals, from goat grazing to creating large fuel breaks using mechanical mastication. Sequoia is providing biological services during planning and implementation each of the 40-plus projects within the MWPA work plan. Sequoia's early involvement during the planning phase allows us to assist in designing projects that avoid environmental impacts and maximize available funds. As projects are approved and fully permitted, Sequoia biologists assist with specialized surveys including nesting bird surveys, sensitive plant surveys, invasive species mapping, protocol-level northern spotted owl surveys, and biological monitoring of work, when required.

CAL FIRE's Kings Mountain Road and Quarry Park Fuel Reduction Projects

Mrs. Montana oversaw biological support efforts on CAL FIRE's King's Mountain Road Fuel Break project in San Mateo County Parks Department's Huddart County Park. Sequoia's technical specialists provided focused endangered species and botanical surveys ensure AMM compliance in advance of fuel reduction activities and adherence to CAL FIRE's Fuel Reduction Avoidance and Minimization Measures. Work included pre-treatment assessments were conducted, collecting data regarding species cover, composition, and invasive species present. Post-treatment assessments will be conducted within a year to treatment to determine maintenance intervals for the fuel break.



Sequoia also provided environmental consulting services to the San Mateo Santa Cruz unit of CAL FIRE for the Quarry Park Emergency Shaded Fuel Break Project. Sequoia assisted CAL FIRE with special protection measures and potential operational (biological) constraints. Sequoia's biologists conducted preliminary surveys of proposed work areas focusing on the presence of nesting birds, sensitive species and their habitat, existing erosion or signs of other work already completed, and safety hazards such as wasp nests or access issues.

PG&E's Wildfire Safety Inspection Program Throughout PG&E Territory

Following the 2017 and 2018 wildfires, PG&E's Wildfire Safety Inspection Program (WSIP) has been implemented in addition to routine inspection and maintenance programs, to further reduce wildfire risk. As part of this program, Mrs. Montana is overseeing permit compliance support, technical studies, endangered and sensitive species studies, surveys, and data collection, and project reviews at various sites throughout PG&E's service territory, from Humboldt to Bakersfield.

U.S. Bureau of Reclamation (USBR) Battle Creek Salmon and Steelhead Restoration Project

Sequoia is currently leading the environmental compliance support team for the Bureau of Reclamation's Battle Creek Salmon and Steelhead Restoration Project, which will restore about 48 miles of salmonid habitat. Sequoia is providing technical expertise to the USBR and is supporting fish and wildlife and regulatory issues. Planning and implementation includes extensive terrestrial and aquatic surveys, permit reviews and applications, vegetation plans, fish and other resource management plans, and environmental compliance monitoring and reporting during construction.

Sugarloaf Ridge State Park Post-Wildfire Northern Spotted Owl Surveys

Following the October 2017 wildfires, northern spotted owl surveys were requested at Sugarloaf Ridge State Park to document owl presence within the park during the 2018 field season. Mrs. Montana oversaw performance of surveys satisfying the USFWS 1-year protocol requirement. Sequoia biologists conducted a desktop review of prior northern spotted owl territories and habitat within the park, mapped suitable habitat and placing survey points, and prepared the year-end survey report and submitting it to State Parks.



Kyle Verblauw, MS
Assistant Project Manager | Biologist

Kyle Verblauw is an experienced field biologist with more than 9 years of professional experience. Kyle has extensive monitoring and special-status species experience within California. While completing a Master’s degree in Environmental Management at the University of San Francisco, Kyle has worked as in the consulting industry with experience conducting pre-construction surveys, seine and dip-net surveys, biological and regulatory compliance monitoring, rare plant surveys, non-native vegetation mapping, nesting bird surveys, providing worker environmental awareness training (WEAP), and managing/coordinating projects.

He has experience working on projects with special-status species including the California tiger salamander, California red-legged frog, foothill yellow-legged frog, Alameda whipsnake, salt marsh harvest mouse, western burrowing owl, giant kangaroo rat, Pacific herring, western snowy plover, San Francisco garter snake, San Francisco dusky-footed woodrat, nesting birds, and marine mammals. Special status plant species observed include fountain thistle and Crystal Springs lessingia.

Kyle specializes in California tiger salamander and California red-legged frog work and has experience implanting PIT tags, conducting/overseeing burrow excavations, checking pitfall traps, cover boards, and exclusion fences, and conducting amphibian dip-net surveys. He possesses a USFWS 10(a)1(A) Recovery Permit for California tiger salamander and California red-legged frog, and a California SCP and MOU for California tiger salamander. He has also attended various professional workshops focusing on California red-legged frog, foothill yellow-legged frog, California tiger salamander, western pond turtle, salt marsh harvest mouse, western burrowing owl, western snowy plover, Ridgway’s rail, California least tern, Alameda whipsnake, as well as Pacific herring and salmonids.

RELEVANT EXPERIENCE

Marin Wildfire Prevention Authority (MWPA) – Environmental Services for Wildfire Prevention/Hazard Mitigation Projects; Marin County, CA

April 2022 - Ongoing

The Marin Wildfire Prevention Authority (MWPA) is working to permit a large number of fire prevention projects throughout Marin County. The projects use a wide variety of fuels reduction treatments to achieve their goals, from goat grazing to creating large fuel breaks using mechanical mastication. Sequoia is providing biological services during planning and implementation for each of the



AREAS OF EXPERTISE

- Biological monitoring
- Special-status species surveys
- Amphibian dip net surveys
- Burrow excavations
- Vegetation mapping

EDUCATION

MS, Environmental Management (Ecology), University of San Francisco

BA, Environmental Studies (Biology), University of California Santa Barbara

UC Education Abroad Program, (Marine Biology and Terrestrial Ecology), University of Queensland, Australia

PERMITS/CERTIFICATIONS

USFWS 10(a)(1)(A) Recovery Permit #ESPER0045160 for California Tiger Salamander and California Red-legged Frog

CDFW Scientific Collecting Permit #S-211500002-21363-001 and MOU for California Tiger Salamander, and California Red-legged Frog

MEMBERSHIPS AND PROFESSIONAL ASSOCIATIONS

The Wildlife Society

Golden Gate Audubon Society



40-plus projects within the MWPA work plan. Sequoia's biologists conduct literature reviews of biological resources and field assessments, prepare and present environmental trainings, and provide ongoing specialized expertise to assist the MWPA. Mr. Verblaauw's role includes:

- Project management and coordination, client communications, coordination of biologists for preconstruction surveys, nesting bird surveys, and botanical surveys
- Develop Biological Resources Report and prepare other deliverables for client
- Conducting northern spotted owl survey using call back survey method (1 adult male observed)
- Conducting nesting bird, woodrat, and rare plant surveys ahead of vegetation clearing crews
- Identified nesting great horned owl, Anna's hummingbirds (2), and bushtits (2)

San Mateo County Parks, Edgewood Shaded Fuels Break, Redwood City, CA

May 2022 – August 2022

San Mateo County Parks (SMCP) is conducting fuels reduction activities in Edgewood County Park to provide a defensible space buffer against potential wildfires for nearby homes. As project coordinator for this effort, Mr. Verblaauw's roles included:

- Providing project support and oversight for field biologists
- Quality control and assurance of weekly deliverables
- Communications and coordination with Parks staff
- Conducting surveys for special status species and nesting birds

San Mateo County Parks, Quarry Park Shaded Fuels Break, El Granada, CA

June 2022 - September 2022

San Mateo County Parks (SMCP) is conducting fuels reduction activities and habitat restoration at Quarry Park. The goal of the project is to reduce flammable vegetation onsite, including removal of numerous eucalyptus trees and clearing the understory of dense brush. As the project coordinator for this effort, Mr. Verblaauw's roles included:

- Providing project support and oversight for field biologists
- Quality control and assurance of deliverables
- Communications and coordination with Parks staff
- Conducting pre-activity surveys for San Francisco dusky-footed woodrat, California red-legged frog, and nesting birds, as well as flagging resources and communicating survey results to crews on the ground

US Bureau of Reclamation - B.F. Sisk Dam SOD Modifications - Phase I; Gustine, CA

August 2022 – Ongoing

The B.F. Sisk Dam Safety of Dams Modification Project is a joint venture by the United States Bureau of Reclamation (BOR) and California Department of Water Resources (DWR). Sequoia is contracted by NW Construction and the BOR to provide environmental compliance support during Phase 1 of the B.F. Sisk Dam Safety of Dams Modification Project, which will improve public safety by increasing the height of the dam and adding stability berms and other safety



features to reduce the likelihood of the dam overtopping during an earthquake. Our role involves special-status species monitoring and surveys, burrow excavation, and management of the tule elk herd present onsite. Species known to occur or with potential to occur on the project include tule elk, San Joaquin kit fox, California tiger salamander, California red-legged frog, American badger, burrowing owl, Swainson's hawk, and bald eagle. Mr. Verblaauw's roles include:

- Conduct monthly CRLF visual encounter surveys (day and night) in occupied CRLF habitat within the Project area
- Conducting exclusion fence checks for CTS and CRLF
- Surveying for suitable burrow habitat for SJKF and CTS
- Maintenance on Thule elk camera traps
- Monitoring construction activities

East Bay Regional Park District McCosker Sub-Area Creek Restoration and Recreational Improvements Project; Montclair, CA

August 2020 - Ongoing

The East Bay Regional Park District has been restoring ecological function to two existing culverted creeks in the McCosker sub-area of Sibley Regional Park. Working under a CDFW Incidental Take Permit (No. 2081-2018-070-03), USFWS Biological Opinion (#08ESMF00-2019-F-015), USACE and RWQCB 401/404 permits, and CDFW 1600 Lake and Streambed Alteration Agreement. Mr. Verblaauw's duties include:

- Conducting long-term vegetation monitoring to determine success of restoration plantings
- Conducting biological monitoring work activities for special-status species: nesting birds and raptors, Alameda whipsnake, California red-legged frog, and San Francisco dusky-footed woodrat
- Developing the 2022 annual status report summarizing covered project activities and describing project compliance with permits

Bourdet Ranch Conservation Banking; Santa Clara County, CA

May 2023 - Present

Sequoia Ecological Consulting, Inc. is assisting the Bourdet Family to establish a conservation bank on their 3,354-acre property in Santa Clara County, CA. Sequoia is tasked with all necessary biological surveys to determine absence/presence of listed species within the property, including pond sampling for California tiger salamander and California red-legged frog. Once biological resources are evaluated, Sequoia is conducting a bank feasibility analysis and designing the conservation bank. Sequoia is directly coordinating with the agencies on behalf of the Bourdet family and drafting all required documents for establishing a conservation bank including a draft prospectus, prospectus, and additional documents based on agency evaluation of resources on-site. Mr. Verblaauw supported this project by:

- Performing aquatic surveys for amphibian surveys, including California tiger salamander and California red-legged frog
- Performing eDNA sampling for CTS and CRLF

***Upper Llagas Creek Flood Protection Project; Gilroy, San Martin, and Morgan Hill, CA*****September 2019 - Ongoing**

Under contract with the Santa Clara Valley Water District, several contractors are conducting channel improvements on existing creek reaches and constructing new creek channels to reduce or prevent flooding during major storm events. Sequoia has performed work for the contractor as well as owner to assist in meeting habitat preservation, restoration, and improvement goals as stipulated by the project plan. Kyle's responsibilities include:

- Conducting pre-construction surveys and construction monitoring for nesting birds, and general special-status species under CDFW and USFWS permits.
- Identifying habitats and suitable breeding locations for federally and state special-status species
- Monitoring turbidity, dissolved oxygen, temperature, pH, and erosion within the watercourses
- Special-status species: California red-legged frog, California tiger salamander, western pond turtle

San Mateo County Parks, Sawyer Camp Trail Culvert Replacement Project, San Mateo County, CA**July 2022 - September 2022**

San Mateo County Parks (SMCP) is replacing 16 failed or badly degraded culverts along the Sawyer Camp Trail near the Crystal Springs Reservoir. Prior to construction implementation, special-status species surveys are required, including surveys for: nesting birds, San Francisco dusky-footed woodrat, California red-legged frog, San Francisco garter snake, and western leatherwood. Biological monitoring during all ground-disturbing activities is also required. Mr. Verblaauw supported SMCP on this project as Sequoia's project coordinator by:

- Providing project support and oversight for field biologists
- Quality control and assurance of deliverables
- Communications and coordination with Parks staff
- Conducted biological monitoring

East Bay Regional Park District Routine Maintenance Projects; Alameda and Contra Costa Counties, CA**September 2020 – Ongoing**

Sequoia Ecological is supporting EBRPD with an on-call contract to conduct pre-activity surveys, water quality monitoring, and biological compliance monitoring for routine maintenance projects under their regulatory permits. Species to be avoided include: Alameda whipsnake, California red-legged frog, California tiger salamander, giant garter snake, Ridgway's rail, California least tern, salt marsh harvest mouse, San Joaquin kit fox, vernal pool branchiopods, snowy plover, pallid manzanita, nesting birds, and San Francisco dusky-footed woodrat. Mr. Verblaauw's duties included:

- Providing environmental awareness training to construction crews
- Conducting nesting bird surveys and preconstruction surveys for special status species
- Biological monitoring during work activities and ensuring project's compliance with regulatory permits



Will Johnson

Climate Resiliency and Restoration Program Manager

Will Johnson has 16 years of experience in habitat restoration, mitigation planning, inspection and compliance support, natural resource monitoring, and both project and program-level administration and management. Mr. Johnson has provided services on a variety of projects throughout northern California for the past 10 years. He has worked as a field biologist, site superintendent, manager, crew leader, and equipment operator. He has extensive experience in reviewing and implementing work from proposal phase to closeout based on standard specifications, plans and permit requirements. Mr. Johnson has authored site management and long-term maintenance plans, cost proposals, budgets, technical write-ups and project approaches. He has both partnered with and contracted for a diverse number of clients including County, State, Federal-level groups as well as consulting firms, non-profit organizations, special districts, and private landowners.

Mr. Johnson has conducted project work in the vicinity of numerous special status species including California Ridgway's rail, California black rail, salt marsh harvest mouse, San Francisco garter snake, giant garter snake, California red-legged frog, and California tiger salamander. Mr. Johnson has conducted rare plant surveys and managed projects which had the following species: western burrowing owl, Swainson's hawk, northern goshawk, golden eagle, foothill yellow-legged frog, Alameda whipsnake, western pond turtle, dusky-footed woodrat.

RELEVANT EXPERIENCE

Mount Tamalpais Fuel Reduction (Various Phases); Mill Valley, CA 2020 - 2023

Mr. Johnson supported Marin Municipal Water District (MMWD) in implementing various fire fuel reduction work, including understory mastication, and hand-crew clearing and thinning work. The work fell under MMWD's Biodiversity, Fire, and Fuels Integrated Plan (BFFIP). Crews worked in and around sensitive watershed areas and habitat. The entirety of the project was located in steep, wildland terrain. Mr. Johnson served as the project manager.

- Developed cost proposal and technical approach to various restoration activities
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants



AREAS OF EXPERTISE

- Restoration
- Construction management & QA/QC
- Invasive Plant Management Planning & Implementation
- Natural Resource Management & Monitoring
- Mitigation Planning
- Compliance Management
- Plant/Wildlife Surveys

EDUCATION

MS, Biological Sciences,
University of Rhode Island

BS, Biological Sciences,
University of Rhode Island

PERMITS/CERTIFICATIONS

California Contractors State License Board – C-27 Landscape Construction License, 1086577, exp. 2026

California Department of Pesticide Regulation – Qualified Applicator License, 162032, exp. 12/2024

***Quarry Park Shaded Fuel Break; El Granada, CA***

2023

Mr. Johnson supported San Mateo County Parks (SMCP) in implementing fuels reduction, including removing eucalyptus trees and understory vegetation. The work occurred in and around habitat for San Francisco dusky-footed woodrat, California red-legged frog, and nesting birds. Mr. Johnson served as the project manager (contractor).

- Developed cost proposal and technical approach to construction
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

Green Oaks Restoration; Pescadero, CA

2023

San Mateo County Resource Conservation District (SMCRCD) worked in conjunction with California State Parks to implement a riparian and grassland drainage restoration project. The project included site preparation, grading, log placement, spoils management, and revegetation post equipment work. Mr. Johnson was the project manager for construction (contractor).

- Developed cost proposal and technical approach to restoration and maintenance
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

Kitteridge Wetland Restoration; Los Gatos, CA

2023

Mr. Johnson worked to support the restoration of a retention pond drainage feature for San Jose Water Company (SJWC). The creation of wetlands at Lake Kittredge was designed to provide habitat for California red-legged frogs, western pond turtles, and nesting olive-sided flycatchers. The scope included re-grading and earthmoving of seasonally flooded depressions, channels and general re-contouring, followed by revegetation and re-seeding of stabilized areas. Will oversaw construction activities and worked with the client to develop approaches to work, erosion control and re-seeding efforts. Mr. Johnson was the project manager for construction (contractor).

- Developed cost proposal and technical approach to construction
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

Arroyo de la Laguna Creek Restoration; Pleasanton, CA

2022 – 2023

The City of Pleasanton's Arroyo de la Laguna project included site preparation, invasive plant management, restoration planting and long-term maintenance. Mr. Johnson served as the project manager for construction (contractor) and worked alongside Sequoia (consultant).

- Developed cost proposal and technical approach to restoration
- Coordinated with City and consulting biologist



- Performed project management and permit compliance

San Rafael Creek Restoration & Maintenance; San Rafael, CA

2021 - 2023

Sonoma Marin Area Rail Transit's (SMART) San Rafael Creek project included site preparation, invasive plant management, restoration planting and long-term maintenance. Mr. Johnson served as the project manager for construction (contractor) and worked alongside Sequoia (consultant).

- Developed cost proposal and technical approach to restoration
- Coordinated with SMART and consulting biologist
- Performed project management and permit compliance

McCosker Creek Restoration and Improvements; Orinda, CA

2022 - 2023

East Bay Regional Park District's (EBRPD) McCosker Creek project included invasive plant management and long-term maintenance of native plants and site infrastructure. Mr. Johnson served as the project manager for maintenance (contractor) and worked alongside Sequoia (consultant).

- Oversaw crew logistics and scheduling
- Coordinated with EBRPD and consulting biologist
- Performed project management and permit compliance
- Special-status species: nesting birds and raptors, Alameda whipsnake, California red-legged frog, and San Francisco dusky-footed woodrat

Bioregional Habitat Restoration; Sunol, CA

2017 - 2023

San Francisco Public Utilities Commission (SFPUC) manages watershed areas throughout Alameda County. The project included several years of invasive plant management in wildland areas. Treatments were targeted to support native plant establishment and achieve SFPUC's mitigation and management objectives. Work occurred in and around areas with sensitive species. Mr. Johnson served as a project manager.

- Developed cost proposal and technical approach to restoration and maintenance
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants



NASA Ames Research Center Wetland Restoration & Mitigation; Santa Clara, CA

2018

As part of mitigation, NASA was required to investigate soils at a site at Moffett Field in Santa Clara County. Mr. Johnson led a construction team that provided native habitat and erosion control services to a consulting firm for the duration of the soil investigation across the several acre site. The project scope included brush and vegetation clearing ahead of drilling/soil sampling; silt/exclusion fence installation, maintenance and removal; harvesting and transplanting wetland and marsh plant species including pickleweed and saltgrass; hydroseeding and hand-broadcast seeding of native lowland, upland and transitional marsh species; hand-watering and non-chemical weed control to facilitate plant establishment.

- Developed cost proposal and technical approach to construction and invasive plant work
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

On-Call Restoration & Maintenance; Various East Bay Regional Park properties, CA

2022 - 2023

Mr. Johnson supported East Bay Regional Park District (EBRPD) in implementing various stages of restoration and construction work at several different park units/locations. Work included invasive plant management, erosion control, site maintenance, irrigation troubleshooting and repair, and fence building. Mr. Johnson served as the project manager and lead contract point of contact for all on-call task orders.

- Developed cost proposal and technical approach to various restoration activities
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

Tilden Nature Area Restoration; Berkeley, CA

2018-2023

Mr. Johnson supported East Bay Regional Park District (EBRPD) in restoring pond features, installing native riparian vegetation, constructing trails, fencelines and park amphitheater. Work occurred in and around sensitive creek habitat. Project included 5 years of follow-up maintenance and stewardship of the site. Mr. Johnson served as the project manager (contractor).

- Developed cost proposal and technical approach to construction
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants



Kelyn McGuire

Staff Biologist

Kelyn McGuire is an enthusiastic biologist with more than a year of experience. Kelyn has experience conducting nesting bird surveys and special-status species surveys for California tiger salamander, California red-legged frog, Alameda whipsnake, western pond turtle, San Francisco dusky-footed woodrat. She has assisted in rare plant surveys under the supervision of a senior botanist. Kelyn also has performed California spotted owl surveys under the direction of experienced biologists. She has also assisted with bumble bee surveys under the guidance of a permitted biologist. Kelyn has experience performing pre-construction surveys, daily biological monitoring, and delivering environmental awareness trainings.

RELEVANT EXPERIENCE

Moraga Orinda Fire District, Tunnel East Bay Hills Fuel Break; Orinda, CA April 2023 – Ongoing

The Moraga-Orinda Fire District is conducting a fuels reduction project along key access roads in the cities of Moraga and Orinda, CA to minimize the impact of wildfires on local communities by developing fuel breaks and keep roads accessible for evacuation and emergency response. Sequoia is providing biological support on the project to ensure environmental compliance with the fuels reduction work. In support of this project, Kelyn's role has included:

- Conduct pre-construction surveys for special-status species: California tiger salamander, California red-legged frog, western pond turtle, Alameda whipsnake, San Francisco dusky-footed woodrat
- Perform pre-treatment surveys prior to work being done
- Environmentally train fuel reduction crews regarding sensitive species in a high-risk work environment
- Monitor and provide insight to work crews to preserve sensitive species habitat such as core-scrub for Alameda whipsnake and nesting birds
- Carrying out rare plant surveys under the supervision of Senior Botanists
- Providing active monitoring during all pile burning done by fire officials
- Set up trail cameras to track animal activity and behaviors
- Place coverboards outside of the project area to provide refuge



AREAS OF EXPERTISE

- Nesting bird surveys
- Biological monitoring
- Pre-construction surveys

EDUCATION

BA Environmental Studies
(Anthropology), University of
California, Santa Barbara

UC Education Abroad Program,
(Anthropology) University of
Edinburgh, Scotland

MEMBERSHIPS AND PROFESSIONAL ASSOCIATIONS

The Wildlife Society

Golden Gate Audubon Society



- Special-status species: Western pond turtle, California red-legged frog, California tiger salamander, Alameda whipsnake, San Francisco dusky-footed woodrat, Northern spotted owl

Contra Costa County Fire Protection District (ConFire) - Lafayette/Walnut Creek Shaded Fuel Break, Contra Costa County, CA

May 2023 – Ongoing

This shaded fuel break project extends about 7 miles surrounding the community of Rossmoor and is expected to treat approx. 250 acres through the reduction of dense vegetation and removal of ladder fuels. Sequoia is providing reconnaissance and plant surveys ahead of vegetation removal, then daily monitoring during implementation. Kelyn's responsibilities as lead biologist include:

- Helped project kickoff by conducting environmental training for all working crew members
- Executed pre-treatment surveys of all project areas before commencement of any work
- Organized pre and post treatment
- Managed project coordination and assisted project manager with scheduling, client communication and daily/weekly reporting
- Accompanied Senior Biologist on bumble bee surveys targeting sensitive bumble bee species
- Maintained strong communication between client, crew and Sequoia staff
- Conduct daily pre-construction surveys for special status species ahead of days work
- Recording and mapping rare plant sensitive vegetation communities
- Performed reconnaissance surveys prior to implementation phase
- Special-status species: Alameda whipsnake, California red-legged frog, California tiger salamander, San Francisco dusky-footed woodrat, western pond turtle, Crotch's bumble bee, California newt, sensitive bat species

Marin Wildfire Prevention Authority (MWPA) –Environmental Services for Wildfire Prevention/Hazard Mitigation Projects, Marin County, CA

April 2023 – Ongoing

The Marin Wildfire Prevention Authority (MWPA) is working to permit a large number of fire prevention projects throughout Marin County. The projects use a wide variety of fuels reduction treatments to achieve their goals, from goat grazing to creating large fuel breaks using mechanical mastication. Sequoia is providing biological services during planning and implementation each of the 40-plus projects within the MWPA work plan. Sequoia's biologists conduct literature reviews of biological resources and field assessments, prepare and present environmental trainings, and provide ongoing specialized expertise to assist the MWPA. Kelyn's role included:

- Performing pre-activity surveys for special-status wildlife and plants, as well as nesting birds
- Setting up acoustic monitors to record bird activity
- Analyzing acoustic monitor data and providing concise data collection for the client
- Conducting nesting bird surveys



- Special- status species: Northern spotted owl, California red-legged frog, foothill yellow-legged, Ridgway's rail, black rail, burrowing owl, Western snowy plover, salt marsh harvest mouse, Western bumblebee, monarch butterfly, anadromous fish, various sensitive bat species

Bourdet Ranch Conservation Banking; Santa Clara County, CA

April 2024

Sequoia Ecological Consulting, Inc. is assisting the Bourdet Family to establish a conservation bank on their 3,354-acre property in Santa Clara County, CA. Sequoia is tasked with all necessary biological surveys to determine absence/presence of listed species within the property, including pond sampling for California tiger salamander and California red-legged frog and special-status bumble bees. Once biological resources are evaluated, Sequoia is conducting a bank feasibility analysis and designing the conservation bank. Sequoia is directly coordinating with the agencies on behalf of the Bourdet family and drafting all required documents for establishing a conservation bank including a draft prospectus, prospectus, and additional documents based on agency evaluation of resources on-site. Kelyn supported this project by:

- Field assistant for protocol level surveys for candidate bumble bee species (Crotch's bumble bee)
- Safe handling, catch and release of crotch's bumble bee and other bumble bee species
- Successfully identifying Crotch's bumble bee and other bumble bee species
- Assisting in data and mapping management

California State Parks, Mt. Diablo State Park Vegetation Treatment, Pretreatment Biological Surveys and Monitoring; Contra Costa County, CA

April 2023 – May 2023

The Mt. Diablo State Park Vegetation Treatment project involves Cal State Parks identifying key areas in the park that are at risk for wildfires. Multiple different vegetation removal companies are subcontracted to reduce fuel debris that can pose a risk incidents of fire outbreaks. Sequoia biologists provide pretreatment surveys to identify rare plants, special status species, and nesting birds to ensure that fuel removal is within environmental compliance. Kelyn's duties include:

- Providing pre-construction surveys for special status species and nesting birds
- Identifying habitat that can be suitable for special status species such as California red-legged Frog, Western Pond Turtle and Alameda whipsnake
- Providing biological monitoring and reporting

Mariposa Peak Ranch Long-Term Management; Merced and Santa Clara Counties, CA

April – May 2024

Sequoia Ecological Consulting is working to establish a conservation easement for Caltrans and a residential development project on private land near Gilroy in order to offset impacts to California tiger salamander and California red-legged frog. Kelyn's responsibilities on this project included:

- Assisting permitted biologists with pond sampling surveys for California red-legged frogs and California tiger salamanders



- Aiding in eDNA collection from each pond
- Taking measurements and data collection of California red-legged frog and California tiger salamanders
- Conducting visual encounter surveys for western pond turtle, California red-legged frog, California tiger salamander and bullfrogs
- Perform VES eye-shine surveys for bullfrogs
- Use dip net and seine net for protocol level surveys for special-status species

Anderson Dam Tunnel Water Quality Monitoring; Morgan Hill, CA

October 2023 – Ongoing

This project includes environmental compliance and biological support for heavy civil construction in habitat suitable for several sensitive animal species. Under federal compliance orders, multiple regulatory agency permitting and technical recommendations, and under the Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan, Kelyn is responsible for:

- Performing biological monitoring
- Collecting water-quality data from Multi-Parameter Sondes located at different sites both upstream and downstream from the project location
- Ensuring proper equipment maintenance and calibration to acquire high quality data
- Providing daily monitoring summaries to project managers
- Special-status species: California tiger salamander, California red-legged frog, western pond turtle, steelhead, coyote ceanothus, nesting birds, golden eagle, bald eagle, pallid bat

California State Parks, Northgate Road Emergency Repair Project; Contra Costa County, CA

June 2023 – October 2023

Mount Diablo State Park is conducting emergency repair work for culvert and road failures within the park. As a subconsultant to ECORP, Sequoia is providing biological and compliance support for project implementation, including pre-construction surveys for rare plants and biological monitoring during ground-disturbing activities. Species monitored during this project include Alameda whipsnake, California red-legged frog, California tiger salamander, Peregrine falcon and nesting birds. Kelyn supported this project by:

- Providing biological monitoring and reporting to crews
- Providing environmental training for crews
- Special-status species: California tiger salamander, California red-legged frog, Alameda whipsnake, Peregrine falcon, nesting birds, rare plants.



Nicolas Anderson

Biologist / Assistant Project Manager

Nicolas Anderson has 5 years of experience in wildlife and vegetation surveys, habitat restoration, construction monitoring, forestry management, and geographic information systems (GIS). His surveying experience includes point-count, mark-recapture for small mammals and fish, electrofishing, mist netting, spotlight, dip netting, seining, hoop netting, telemetry, and herpetological surveys for wetland index of biological integrity (IBI) assessments.

Nic's threatened and endangered (T&E) biological surveys conducted in the Midwest, Southeast U.S., and California include but are not limited to western pond turtle, California red-legged frog, Indiana bat, Henslow's sparrow, loggerhead sea turtle, northern long-eared bat, greater prairie-chicken, loggerhead shrike, bald eagle, Karner blue butterfly, Dakota skipper, and southern bog lemming. Additionally, his T&E vegetation surveys have included but are not limited to beaked spikerush, slender rush, sterile sedge, western prairie fringed orchid, whorled nutrush, and stream parsnip.

RELEVANT EXPERIENCE

Marin Wildfire Prevention Authority, Environmental Compliance Consulting Services for Wildfire Prevention/ Hazard Mitigation Projects; Marin County, CA

October 2022 – Ongoing

The Marin Wildfire Prevention Authority (MWPA) is working to permit numerous fire prevention projects throughout Marin County. The projects use a wide variety of fuels reduction treatments to achieve their goals, from goat grazing to creating large fuel breaks using mechanical mastication. Sequoia is providing biological services during the planning and implementation on upwards of 40 projects within the MWPA work plan. Sequoia's biologists conduct literature reviews of biological resources and field assessments, prepare and present environmental trainings, and provide ongoing specialized expertise to assist the MWPA. Mr. Anderson's role included:

- Performing GIS services to provide detailed figures for project management and planning - GIS analyses include, but are not limited to, determining total impacts per vegetation community, proximity and impact analyses on T&E wildlife, plants, and critical habitats, impacts to aquatic habitats, summaries of soil characteristics within project



AREAS OF EXPERTISE

- Biological surveys
- Habitat restoration
- Construction monitoring
- Forestry management

EDUCATION

BS, Fisheries, Wildlife, and Conservation Biology, University of Minnesota – Twin Cities

PERMITS/CERTIFICATIONS

Wildland Firefighter Type II

National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Inspector



boundaries and surrounding areas, and depiction of on-the-ground environmental observations

- Managing and updating GIS databases
- Special- status species: Northern spotted owl, California red-legged frog, foothill yellow-legged, Ridgway's rail, black rail, burrowing owl, Western snowy plover, salt marsh harvest mouse, Western bumblebee, monarch butterfly, anadromous fish, various sensitive bat species

Moraga-Orinda Fire District, Tunnel East Bay Hills Fuel Break Project; Orinda, CA

October 2022 – Ongoing

The Moraga-Orinda Fire District (MOFD) is conducting a fuels reduction project within Contra Costa County to create large fuel breaks to reduce impacts from wildfire events. To assist with the implementation of this project, Nic is responsible for:

- Performing GIS services to provide detailed figures for project management and planning. GIS analyses include, but are not limited to, determining total impacts per vegetation community, proximity and impact analyses on T&E wildlife, plants, and critical habitats, impacts to aquatic habitats, summaries of soil characteristics within project boundaries and surrounding areas, and depiction of on-the-ground environmental observations
- Managing and updating GIS databases

San Mateo County Parks, Edgewood Shaded Fuel Break; Redwood City, CA

June 2022

In support of San Mateo County Parks in this fuel break project, Nic was responsible for:

- Performing pre-construction surveys for special-status species and nesting birds
- Conducting biological monitoring during work activities for nesting birds
- Assisting with daily routine data collection and work activity summaries
- Special-status species: California tiger salamander, California red-legged frog, Western pond turtle, Alameda whipsnake, San Francisco dusky-footed woodrat

Anderson Dam Tunnel Water Quality Monitoring; San Jose, CA

April 2023 – Ongoing

This project includes environmental compliance and biological support for heavy civil construction in habitat suitable for several sensitive animal species. Under federal compliance orders, multiple regulatory agency permitting and technical recommendations, and under the Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan, Nic is responsible for:

- Performing pre-construction surveys for biological resources
- Collecting water-quality data from MultiParameter Sondes located at different sites both upstream and downstream from the project location
- Ensuring proper equipment maintenance and calibration to acquire high quality data
- Performing biological monitoring of sensitive habitats and species during construction when required by permits



- Providing daily monitoring summaries to project managers
- Creating master Excel sheets to process collected water quality data for compliance evaluation
- Writing soil sample reuse and monthly project update reports for client
- Special-status species: California tiger salamander, California red-legged frog, Western pond turtle, DPS steelhead, coyote ceanothus, nesting birds, golden eagle, bald eagle, pallid bat

San Mateo County Parks Department, Sawyer Camp Trail Culvert Replacement; Burlingame, CA

August 2022 – Ongoing

Supporting San Mateo County Parks for this culvert replacement project, Nic is responsible for:

- Conducting pre-construction surveys for special-status species and nesting birds
- Monitoring construction activities to ensure minimal impacts to special-status species and their habitats
- Inspecting finalized work sites to ensure proper escape pathways for wildlife trapped in trenched areas
- Conducting biological monitoring during work activities for nesting birds and special-status species
- Completing daily routine data collection and work activity summaries
- Special-status species: western pond turtle, San Francisco dusky-footed woodrat, California red-legged frog, San Francisco garter snake

Valley Water, Cross Valley Pipeline Extension Project Fish Rescue; Coyote, CA

August 2022

In support of this pipeline extension project, Nic was responsible for:

- Performing electrofishing surveys within the project area to minimize construction activity impacts on fish populations
- Identifying native fish species for relocation and invasive species for inventory
- Assisting with daily monitoring reports and data collection
- Special-status species: San Francisco dusky-footed woodrat, American badger, California red-legged frog, California tiger salamander, Western pond turtle, roosting bats

City of San Jose, Storm Drain System Improvements; San Jose, CA

July 2022

Contributing to improvements in this storm drain project, Nic was responsible for:

- Conducting worker environmental awareness program (WEAP) training for incoming contractors to identify special-status species (specifically Western burrowing owls) within the prospective project area



Valley Water, Upper Llagas Creek Flood Protection Project Phase 2A; Morgan Hill, CA

June 2022

Under contract with the Santa Clara Valley Water District, several contractors are conducting channel improvements on existing creek reaches and constructing new creek channels to reduce or prevent flooding during major storm events. Sequoia has performed work for the contractor as well as owner to assist in meeting habitat preservation, restoration, and improvement goals as stipulated by the project plan. Nic's responsibilities include:

- Conducting pre-construction surveys and construction monitoring for nesting birds, and general special-status species under CDFW and USFWS permits
- Identifying habitats and suitable breeding locations for federally and state special-status species
- Monitoring turbidity, dissolved oxygen, temperature, pH, and erosion within the watercourses
- Special-status species: California red-legged frog, California tiger salamander, Western pond turtle

TRAININGS/CERTIFICATIONS

Storm Water Best Management Practices, Sequoia Ecological Consulting, 2022

Nesting Bird Ecology and Survey Practices, Sequoia Ecological Consulting, 2022

Identification of Hydraulic Features, Sequoia Ecological Consulting, 2022

Alameda Whipsnake Ecology and Identification, Sequoia Ecological Consulting, 2022

Construction Stormwater Inspector, National Pollutant Discharge Elimination System, 2020

Rosgen Level 1 Principles of Fluvial Geomorphology, 5 Smooth Stones, LLC, 2019

RiverMorph, 5 Smooth Stones, LLC, 2019

AutoCAD Civil 3D for Stream Restoration, 5 Smooth Stones, LLC, 2019

Culvert Design for Stream Connectivity and Aquatic Organism Passage, University of Minnesota – Twin Cities, 2019

S-130 Firefighter Training, S-190 Introduction to Wildland Fire Behavior, L-180 Human Factors in the Wildland Fire Service, and IS-100 Introduction to Incident Command System, Wildland Firefighter Type II (FFT2), National Wildfire Coordinating Group, 2018



Brian Nissen

Project Biologist

Brian Nissen is a restoration ecologist and field biologist with more than 6 years of professional experience working with private industry consulting, federal and state agencies compliance, and volunteer research projects. Brian has experience providing permit oversight as well leading numerous ecological restoration projects biological surveys across the greater San Francisco Bay Area including special status species mitigation, riparian, oak woodland and savannah, and grassland habitats restoration.

Skilled background in restoration ecology, land management, and rangeland management/ecology. Areas of knowledge and expertise include restoration project design, implementation, and upkeep, invasive plant management, native plant propagation and establishment, grazing and mow regime management and establishment, and irrigation systems.

Mr. Nissen holds 10(a)(1)(A) permits for conducting presence/absence surveys for both California tiger salamander and California red-legged frog in Marin, Sonoma, Lake, Napa, Solano, Contra Costa, Alameda, Santa Clara and San Mateo counties. Additionally, Brian has extensive experience conducting biological monitoring for these two species on construction projects across the greater Bay Area.

In addition to working with the California tiger salamander and California red-legged frog Mr. Nissen has experience conducting surveys and working with other special-status species including: nesting birds and raptors, burrowing owl, Swainson's hawk, western pond turtle, San Francisco dusky-footed woodrat, fairy shrimp, giant garter snake, Alameda whipsnake, and San Joaquin kit fox. Experience with rare plants includes Santa Cruz robust spineflower, Congdons tarplant, San Joaquin spearscale, and Santa Clara dudleya.

Mr. Nissen has 100+ hours of passerine banding experience using mist nets at the Coyote Creek Field Station with San Francisco Bay Bird Observatory (SFBBO).

RELEVANT EXPERIENCE

Santa Clara Valley Water District, Anderson Dam Tunnel Project; Morgan Hill, CA

February 2024 - Present

Sequoia is providing biological support for the Anderson Dam Tunnel Project. Sequoia's biologists are supporting environmental compliance for heavy civil construction in habitat suitable for California red-legged frog, California tiger salamander, western pond turtle, steelhead salmon Central California Coast Distinct Population Segment, coyote ceanothus, nesting birds, pallid bat, and bald eagle. This project is being conducted under Federal Energy Regulatory



AREAS OF EXPERTISE

- Field identification of California flora and fauna
- Ecological restoration project oversight
- Land management
- Regulatory permitting

EDUCATION

BS, Natural Resources, Fisheries and Wildlife Science, Oregon State University

PERMITS/CERTIFICATIONS

10(a)(1)(A) Recovery Permit (PER0011950), California tiger salamander, California red-legged frog

CDFW Scientific Collection Permit (SC-190180001)



Commission emergency compliance orders with technical recommendations from the US Fish and Wildlife Service (USFWS) and National Marine Fisheries Service, and permitting through the US Army Corps of Engineers, State Water Resources Control Board, California Department of Fish and Wildlife (CDFW), and Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan. Brian's roles include:

- Ensuring water quality permit measures were met using data collected while checking water quality monitoring sondes and equipment
- Conducting soil sampling ensuring soil quality parameters are recorded and met
- Conducting nesting bird surveys ensuring the project is within compliance with the Migratory Bird Treaty Act and other environmental and legal constraints.

County of San Mateo, Half Moon Bay Landfill Stormwater Mgmt Emergency Repair; Half Moon Bay, CA
February 2024 – March 2024

The stormwater drainpipe failure occurred on a coastal bluff next to the closed Half Moon Bay Landfill. An ephemeral, unnamed drainage flows through the drainpipe. The drainage was conveying water during a site visit on January 25, 2024. Rerouting the runoff may be anticipated; however, this is dependent on timing of the start of repair work. The failed drainpipe is currently not functioning, and the revetment is at risk of further collapse. The repairs are intended to address stormwater discharge and limit erosion caused by stormwater runoff as a result of the damage caused by previous excessive stormwater discharge. Work will be conducted in accordance with BMPs detailed in the County of San Mateo Routine Maintenance Program Manual. A biologist will be onsite to actively monitor all work. Project activities are anticipated to begin in February 2024. The full duration of the project is expected to be approximately 3 weeks. As a staff biologist on this effort, Brian's roles include:

- Provide biological monitoring for nesting birds and special status species

Fairview Residential Development; Hollister, CA
February 2020 – May 2022

Residential housing development located in Hollister, California. Performed preconstruction surveys and daily biological monitoring of construction activities to ensure protection of wildlife species. Administered environmental training to crew members and interfaced with construction crews on environmental issues. As a biological monitor Brian's duties included:

- Performing pre-construction surveys for nesting birds and other biological resources
- Performing burrow excavations of potential CTS burrows prior to ground disturbance activities
- Performing biological monitoring of sensitive habitats and species during construction when required by permits
- Performing biological monitoring of permit conditions such as exclusionary fence and escape ramp installation.

West of Fairview Residential Development; Hollister, CA
March 2022 – May 2022

Residential housing development located in Hollister, California. Performed preconstruction surveys and daily biological monitoring of construction and restoration activities to ensure protection of wildlife species and permit condition



compliance. Administered environmental training to crew members and interfaced with construction crews on environmental issues. As a biological monitor Brian's duties included:

- Performing pre-construction surveys for nesting birds and other biological resources
- Performing burrow excavations of potential CTS burrows prior to ground disturbance activities
- Performing biological monitoring of sensitive habitats and species during construction when required by permits
- Performing biological monitoring of permit conditions such as exclusionary fence and escape ramp installation.

Communication Hill Residential Development; San Jose, CA

June 2021

Large scale mix-use residential development. Site was formerly home to one of the largest populations of Santa Clara Valley dudleya (*Dudleya setchellii*), which is a low growing perennial succulent with pale yellow flowers that grows in rocky outcrops in serpentine grasslands. Santa Clara dudleya is found only in the Coyote Valley area of Santa Clara County, California, from San Jose south about 25 miles to Gilroy. As a biologist on this project Brian's duties included:

- Conducting rare plant surveys for Santa Clara Valley dudleya

Contra Costa Water District – Rock Slough Fish Screen Vegetation Management; Oakley, CA

June 2019 and June 2020

Aquatic vegetation management at the Contra Costa Water District Rock Slough Fish Screen. Biological monitors provided salvage and documentation for aquatic biological resources during annual aquatic vegetation removal at the Rock Slough Fish Screen facility. As a biological monitor Brian's duties included:

- Performing biological monitoring of sensitive habitats and species during maintenance activities
- Performing pre-construction surveys for nesting birds and other biological resources

species, native plant cover, and restoration plant survivorship. As the land manager of the property and staff biologist Mr. Nissen's duties included:

- Assisting and leading annual CTS and CRLF surveys
- Assisting and leading annual plant survivorship counts
- Annual long term resource management and monitoring, including invasive plant management, restoration planting management, pond maintenance, grazing management, and erosion prevention and mitigation