



**AG + OPEN SPACE**  
SONOMA COUNTY

**Professional Tree/Forest Thinning Services**  
REQUEST FOR PROPOSALS (RFP)

The Sonoma County Agricultural Preservation and Open Space District (Ag + Open Space) invites you to respond to a Request for Proposals to implement priority forest understory thinning and shaded fuel break work on the Saddle Mountain Open Space Preserve. The purpose of the project is to reduce hazard fuels by removing standing dead understory saplings and intermediate trees within forest stands that were lightly burned by the 2020 Glass Fire.

Proposals must be received no later than **2:00 p.m. on August 31, 2021.**

**A. Introduction/Purpose**

**1. Ag + Open Space Background**

In 1990, the voters of Sonoma County created Ag + Open Space to protect the greenbelts, scenic views, farms and ranches and natural areas of Sonoma County. Ag + Open Space uses funds generated from a voter-approved, quarter-cent sales tax to protect both agricultural and open space lands.

**2. Preserve Background**

Ag + Open Space purchased the Preserve property in 2006 for natural resource protection and open space purposes. The Preserve contains a diverse mosaic of forest and woodland types in addition to grassland and chaparral, and many of its forest stands are overstocked and encroached by Douglas-fir saplings due to the historic period of fire suppression and the cessation of active forest management many decades ago. The Preserve burned at varying severity levels in the 2020 Glass Fire, which resulted in extensive standing dead material as well as persistent live material in the forest understory. This material presents a fuel hazard in the event of future wildfires as well as future planned prescribed burns. Two roads that cross through the Preserve have been identified by Ag + Open Space and Cal Fire as strategic locations for shaded fuel breaks to support both future wildfire suppression scenarios and future prescribed burns.

**B. Statement of Requirements**

**1. Scope of Work**

The work requires the contractor to complete forest understory thinning on 60 acres of Preserve forest lands and create a 100 to 150-foot-wide shaded fuel break along two Preserve road segments totaling approximately 1.7 miles in accordance with thinning and fuel break prescriptions developed by Ag + Open Space’s consulting Registered Professional Foresters, and to treat resultant slash through pile construction, chipping, and lop-and-scatter. Selected slash treatment will be on a site-specific basis as directed by Ag + Open Space. Tree felling and slash treatment is to be accomplished via chain saws, non-motorized hand tools, and chipper only. Tree felling will predominantly focus on smaller-diameter trees and snags but may include snags above 24 inches in diameter. Work may begin in September 2021 and must be completed by September 28, 2024.

### **Resource protection**

Sensitive natural and cultural resource areas, including watercourse buffers, will be flagged as “special treatment areas” by Ag + Open Space prior to work; these must be protected from impacts during the duration of the project as described in the shaded fuel break and thinning prescriptions. Water will not be available on site and may not be drawn from the Preserve’s creeks. Contractor must be equipped with appropriate fire-extinguishing equipment and must take all precautions to avoid ignitions during dry conditions. Contractor will not be allowed to work on the Preserve during “Red Flag” weather conditions or when roads are saturated. Any work undertaken between March 1 and August 31 will be preceded by a nesting bird survey completed by a qualified District-retained biologist not more than 1 week prior to work taking place, and nest buffer areas will be flagged for avoidance until a biologist has determined that the nest has been vacated. Contractor will not be compensated for any delays associated with weather conditions or nest protection. See Attachment 8, Required BMPs and Resource Protection Mitigations, for a complete list of resource protection measures that will be required as part of this project.

### **Access**

Access to the Preserve is possible from Plum Ranch Road, Cleland Ranch Road, and Erland Road, and along two unpaved, four-wheel-drive roads within the Preserve interior.

## **Provided by Ag + Open Space**

### **Thinning and Shaded Fuel Break Prescriptions**

Stand-specific prescriptions for understory thinning and vegetation-type-specific prescriptions for the two shaded fuel breaks have been developed by a Registered Professional Forester (see Attachments 9 and 10).

### **Best Management Practices (BMPs)**

Required BMPs and resource protection measures (see Attachment 8)

**Work oversight by Registered Professional Forester**

Ag + Open Space’s consulting Registered Professional Foresters will participate in pre-work site visits and will provide daily oversight and coordination of felling and slash treatment operations.

**Pre-work field marking of special-treatment areas**

All sensitive areas will be flagged by Ag + Open Space and/or our consulting Registered Professional Foresters prior to work commencing.

**Pre-work field marking of slash treatment zones**

Areas where chipping, lop-and-scatter, and pile construction are to be used will be identified and marked prior to work commencing.

**Nesting bird/wildlife surveys**

Ag + Open Space will provide a qualified biologist to complete nesting bird and other sensitive wildlife surveys as needed and will coordinate with contractor as to timing and location for these.

**Provided by the Contractor**

Ag + Open Space is requesting proposals for thinning 60 acres of forest and creating 1.5 miles of shaded fuel break along two road segments on the Preserve (*Attachment 6, Shaded Fuel Breaks and Thinning Areas Map*).

**Best Management Practices (BMPs)**

Work shall be performed consistent with required BMPs and resource protection mitigations (see Attachment 8). By submitting a proposal, contractors acknowledge they are willing and able to comply with all described measures.

**C. Local Preference**

It is Ag + Open Space’s practice and Sonoma County’s policy to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses and consultants to the extent consistent with the law and interests of the public. A Local Service Provider is defined as a business or consultant who has a valid physical address located within Sonoma County from which the vendor or consultant operates or performs business on a day-to-day basis, and holds a valid business license if required by a city within the jurisdiction of Sonoma County.

The District may consider the locality of proposers and their sub-contractors along with other criteria identified in the RFP. If there is more than one service provider being considered and the providers are competitively matched in terms of other criteria, local service providers should be selected. If hiring sub-consultants, Ag + Open Space strongly

encourages using local service providers.

More information about the County’s purchasing policies can be found on: More information about the County’s [Local Preference Policy for Services](http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Local-Preference-Policy-for-Services/) can be found on <http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Local-Preference-Policy-for-Services/>

**D. Schedule**

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals. The amendment shall be issued to all parties by Ag + Open Space.

<b>Date</b>	<b>Event</b>
August 2, 2021	Release Request for Proposals
August 10, 2021	Mandatory Pre-Proposal Walk Through, 1:00 p.m.
August 16, 2021	Deadline for Proposer’s Questions
August 23, 2021	Ag + Open Space’s Responses to Questions Due <i>(subject to delay without notice to proposers)</i>
August 31, 2021	Proposals Due
September 8, 2021	Proposals Evaluated by Ag + Open Space
September 13, 2021	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
September 28, 2021	Board of Directors Awards Contract <i>(subject to delay without notice to proposers)</i>

**Pre-Proposal Conference**

A mandatory pre-proposal walk-through will take place **at 1:00 p.m. on August 10, 2021**, at the parking area on Cleland Ranch Road (*Attachment 5, Map for Pre-proposal Walk-through Meeting Place*).

**Questions**

Proposers will be required to submit all questions in writing before 5:00 p.m. on August 16, 2021 in order for staff to prepare written responses to all proposers. Written answers will be shared with all potential proposers through an updated attachment on the County’s supplier portal and email notification. Questions should be sent via email directly to [Monica.Delmartini@sonoma-county.org](mailto:Monica.Delmartini@sonoma-county.org). Questions will not be accepted by phone.

## **G. Corrections and Addenda**

1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.
2. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by Ag + Open Space interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal. Any oral communication by Ag + Open Space's designated contact person or any other Ag + Open Space staff member concerning this RFP is not binding on Ag + Open Space and shall in no way modify this RFP or any obligations arising hereunder.

## **H. Proposal Submittal**

### **1. Form**

Proposers must submit one (1) electronic copy to the County of Sonoma's Supplier Portal. The link to the [Supplier Portal](https://esupplier.sonomacounty.ca.gov/psp/FNPRD/SUPPLIER/ERP/h/?tab=DEFAULT) follows:

<https://esupplier.sonomacounty.ca.gov/psp/FNPRD/SUPPLIER/ERP/h/?tab=DEFAULT>

Note: Proposers must be registered to submit electronic submittals. See registration instructions on link above.

Additionally, proposers must submit hard copy submittals: (1) signed original, and three (3) copies of the signed proposals. Proposals must be enclosed in a sealed envelope or package and clearly marked:

### **Professional Tree/Forest Thinning Services**

Address hard copy submittals to:

Monica Delmartini, Stewardship Specialist  
Sonoma County Agricultural Preservation and Open Space District  
747 Mendocino Avenue, Suite 100  
Santa Rosa, CA 95401

### **2. Due Date**

Proposals must be received **no later than 2:00 p.m. on August 31, 2021**. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.

### **3. General Instructions**

To receive consideration, proposals shall be made in accordance with the following general instructions:

- a. The completed proposal shall be without alterations or erasures.
- b. No oral or telephonic proposals will be considered.
- c. The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of Ag + Open Space, including all terms and conditions contained within this RFP.

### **4. Proposal Format and Contents**

For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

#### **Section 1. Organizational Information**

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with Ag + Open Space must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

#### **Section 2. Qualifications and Experience**

Provide specific information in this section concerning the Contractor's experience in the services described in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate. **References are required.** The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. Please list all licenses maintained by proposer. Please include DIR Registration No. for proposer and all subcontractors to be used. The cost for any required licenses shall be the responsibility of the successful Proposer. For staff assigned to the anticipated contract work, provide detailed information regarding their qualifications and experience, including relevant projects and a resume. Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies/groups for whom similar services have been provided.

Debarment or Other Disqualification. Proposer must disclose any debarment or other disqualification as a vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

*Page limit for Section 2 - Qualifications and Experience: 2 pages.*

### **Section 3. Work Plan Approach and Schedule**

Discuss your firm's understanding of the scope of work to be performed and level of effort expected to be performed by each resource. Include an itemized table of estimated person hours by professional classification (or team member) to quantify the level of effort. Describe the method that will be used for scheduling, coordination, management of overall project costs, quality assurance/quality control, and list key or potential issues/risk you may deem critical to this project. Include a detailed approach to the following:

#### **Timing**

When will you be able to start work and how many crew days are anticipated in order to complete the project? Note that we anticipate that our Board of Directors will award the contract on September 28, 2021, and preference will be given to proposers who will be able to mobilize and begin work as soon as possible after that date.

#### **Transport and Equipment**

What types of vehicles and equipment will you use on the Preserve?

### **Section 4. Cost of Service**

Contractors must submit a comprehensive cost proposal for all labor and materials needed to complete the project. Proposals must include a breakdown of costs used to derive the total proposed contract sum, including an itemized account of projected hours and rates by task, and anticipated costs for all supplies and equipment. Contractors must describe any markup that is applied to the costs described in the proposal. Services will be paid pursuant to a lump sum arrangement (rather than time and materials), though progress payments may be made based on milestones to be determined by the parties. .

*Prevailing Wage.* Pursuant to Section 1720 and Section 1771 of the Labor Code, the work described in this RFP is subject to the payment of prevailing wages and will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Contractor and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to submitting a proposal to this RFP. Prevailing wage requirements are further detailed in Article 11 of the Sample Agreement. A payment bond in the form attached to this RFP as Exhibit D will also be required. Such bond must be issued by a surety in good standing and licensed in California.

*Page limit for Section 3 - Cost of Service: 2 pages.*

### **Section 5. Identification of Subcontractors**

List all subcontractors you intend to use for the proposed scope(s) of work. For each subcontractor listed, Contractors shall indicate (1) what products and/or services are to be supplied by that subcontractor, (2) what percentage of the overall scope of work that subcontractor will perform, (3) the qualifications of each sub-contractor and assigned staff to carry out the work; and (4) the subcontractor's costs of service as outlined in Section 4 below.

*Page limit for Section 4 - Identification of Subcontractors: 5 pages.*

### **Section 6. Insurance**

The selected proposer will be required to submit and comply with all insurance as described in *Attachment 2 Sample Service Agreement, Exhibit C Insurance Requirements*. Securing this insurance is a condition of award for this contract.

### **Section 7. Declaration of Local Business for Services and Living Wage Forms**

Please complete *Attachment 3 Declaration of Local Business for Services* and *Attachment 4 Living Wage Evaluation Preference Form*.

### **Section 8. Additional Information**

Include any other information you believe to be pertinent but not required.

### **Section 9. Contract Terms**

Proposers must include a signed copy of the statement (*Attachment 1: Proposal Cover Sheet*) acknowledging their willingness to accept the sample contract terms (*Attachment 2: Sample Agreement*) or identify specific exceptions to the sample agreement.

## **I. Selection Process**

1. All proposals received by the specified deadline will be reviewed by Ag + Open Space for content, including but not limited to rates, related experience and professional qualifications of the proposing contractors.
2. Ag + Open Space employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a Ag + Open Space employee who may be involved in the selection process shall advise Ag + Open Space of the name of Ag + Open Space employee in the proposal.
3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
  - a. Quality of the proposal;

- b. Demonstrated ability to perform the services described;
  - c. Experience, qualifications and expertise;
  - d. Quality of work as verified by references and other clients as may be identified;
  - e. Rates;
  - f. A demonstrated history of providing similar services to comparable entities in a high quality manner;
  - g. Ability to mobilize and begin work as soon as possible after Board approval;
  - h. Willingness to accept Ag + Open Space's contract terms; and
  - i. Local Preference (as described in Section C, above)
  - j. Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.)
4. The General Manager of the Sonoma County Agricultural Preservation and Open Space District, in consultation with the Stewardship Program Manager, reserves the right, at his/her sole discretion, to take any of the following actions at any time before selection: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP.
5. Failure to furnish all information requested or to follow the format requested herein may disqualify the Contractor, in the sole discretion of Ag + Open Space. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
6. Ag + Open Space may, during the evaluation process, request from any Contractor additional information which Ag + Open Space deems necessary to determine the Contractor's ability to perform the required services. If such information is requested, the Contractor will have three (3) business days to submit the information requested.
7. An error in the proposal may cause the rejection of that proposal; however, Ag + Open Space may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, Ag + Open Space will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, Ag + Open Space may, at its sole option, correct an error based on that established content. Ag + Open Space may also correct obvious clerical errors. Ag + Open Space may also request clarification from a proposer on any item in a proposal that Ag + Open Space believes to be in error.

8. Ag + Open Space reserves the right to select the proposal(s) which in its sole judgment best meets the needs of Ag + Open Space and to award to only one or multiple qualified submittals. The lowest proposed cost is not the sole criterion for recommending contract award. Ag + Open Space also makes no guarantee of any or equal amounts of work.
9. All Contractors responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
10. Generally, Contractor(s) selected by the evaluation committee will be recommended to the Board of Directors for proposed contract(s), but the Board is not bound to accept the recommendation or award the contract(s) to the recommended Contractor(s).
11. Ag + Open Space reserves the right to award contracts to multiple Contractors for similar work and to award contracts for a more limited scope of services than a Contractor proposes to perform.

## **J. General Information**

### **1. Rules and Regulations**

- a. The issuance of this solicitation does not constitute an award commitment on the part of Ag + Open Space, and Ag + Open Space shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.
- b. Ag + Open Space reserves the right to reject any or all proposals or portions thereof if Ag + Open Space determines that it is in the best interest of Ag + Open Space to do so.
- c. Ag + Open Space may waive any deviation in a proposal. Ag + Open Space's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. Ag + Open Space reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. Ag + Open Space further reserves the right to award the agreement to the proposer or proposers that, in Ag + Open Space's judgment, best serves the needs of Ag + Open Space.
- d. All proposers submit their proposals to the Audit Committee with the understanding that the recommended selection of the committee is final and subject only to review and final approval by Ag + Open Space General Manager (via delegation), the County Purchasing Agent or the Board of Directors.

- e. Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by Ag + Open Space, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word “Confidential” printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Confidential materials include bona fide trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Ag + Open Space will consider a proposer’s request for exemptions from disclosure; however, Ag + Open Space will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.
  
- f. Ag + Open Space will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that Ag + Open Space does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

[Legal name of proposer] shall indemnify, defend and hold harmless the County of Sonoma and the Sonoma County Agricultural Preservation and Open Space Ag + Open Space, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

**2. Nonliability of Ag + Open Space**

Ag + Open Space shall not be liable for any pre-contractual expenses incurred by the proposer or selected contractor or contractors. Ag + Open Space shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

**3. Proposal Alternatives**

Proposers may not take exception or make material alterations to any requirement of

the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. Ag + Open Space reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in Ag + Open Space's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

#### **4. Lobbying**

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma or Sonoma County Agricultural Preservation and Open Space District, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

#### **5. Form of Agreement**

- a. No agreement with Ag + Open Space shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to waive or modify agreement requirements.
- b. A sample of the agreement is included as *Attachment 2*. Proposers must be willing to provide the required bond and insurance (*Exhibit D*) and accept the terms of this sample agreement. With few exceptions, the terms of Ag + Open Space's standard agreement will not be negotiated. Indemnification language will not be negotiated.
- c. Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to Ag + Open Space's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
- d. Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
- e. Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

#### **6. Duration of Proposal; Cancellation of Awards; Time of the Essence**

- a. All proposals will remain in effect and shall be legally binding for at least ninety (90) days.

- b. Unless otherwise authorized by Ag + Open Space, the selected contractor will be required to execute an agreement with Ag + Open Space for the services requested within sixty (60) days of Ag + Open Space’s notice of intent to award. If agreement on terms and conditions acceptable to Ag + Open Space cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of Ag + Open Space, Ag + Open Space reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

### **7. Withdrawal and Submission of Modified Proposal**

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

### **K. Living Wage**

The contractor/franchisee/economic development assistance recipient shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this contract/franchise agreement. Without limiting the generality of the foregoing, the contractor/franchisee/economic development assistance recipient expressly acknowledges and agrees that this contract/franchise/economic development assistance agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the contract/franchise/economic development assistance agreement will be considered a material breach and may result in termination of the contract/franchise/economic development assistance agreement or pursuit of other legal or administrative remedies.

The link to the [Living Wage Ordinance](http://sonomaCounty.ca.gov/CAO/Living-Wage-Ordinance/) is: <http://sonomaCounty.ca.gov/CAO/Living-Wage-Ordinance/>

### **L. Protest Process**

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: <https://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Protests-and-Appeals/>. All protests must be directed to the County of Sonoma’s Purchasing Division.

### **M. Attachments**

Attachment 1: Proposal Cover Sheet

Attachment 2: Sample Agreement for Open Scope Services

Exhibit A: Scope of Work to be developed (to include BMPs and Prescriptions)

attached to this RFP)

Exhibit B: Cost Proposal to be developed

Exhibit C: Insurance Requirements

Exhibit D: Form of Payment Bond

Attachment 3: Declaration of Local Business for Services

Attachment 4: Living Wage Evaluation Preference Form

Attachment 5: Preserve Location Map

Attachment 6: Map for Pre-proposal Walk-through Meeting Place

Attachment 7: Project Area Map

Attachment 8: Required BMPs and Resource Protection Mitigations

Attachment 9: Shaded Fuel Break Prescriptions

Attachment 10: Forest Thinning Prescriptions

## Proposal Cover Sheet



### Acceptance of Ag + Open Space Contract Form

A sample agreement is contained as Attachment 2 to the Ag + Open Space’s Request for Proposals. Although the attached draft is subject to revision before execution, by submission of a proposal, the undersigned indicates that, except as specifically and expressly noted in its proposal, the proposer has no objection to the attached draft or any of its provisions such that, if selected, the proposer will enter into a final agreement based substantially upon the attached draft.

### Certification of Authority

By signing below, the person executing the certificate on behalf of the proposer affirmatively represents that s/he has the requisite legal authority to do so on behalf of the proposer. Both the person executing this proposal on behalf of the proposer and proposer understand that the District is relying on this representation in receiving and considering this proposal. The person signing below hereby acknowledges that s/he has read the entire Request for Proposals document and has complied with all requirements listed therein.

Official Authorized to Sign for Proposal/Consultant

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Signature

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Title

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Date

**SHADED FUEL BREAK AND FOREST THINNING AGREEMENT**

This agreement ("Agreement"), effective upon the date of execution ("Effective Date") is by and between the Sonoma County Agricultural Preservation and Open Space District, a California special district (hereinafter "District"), and Contractor's name, a type of business (hereinafter "Contractor").

**RECITALS**

WHEREAS, Contractor represents that it is a company, experienced in shaded fuel breaks, forest thinning, and related tree work; and

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of Contractor to complete two shaded fuel breaks totaling roughly one-and one-half miles along existing preserve roads and to help complete understory thinning on approximately 60 acres of oak woodland and mixed hardwood forest; and

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

**AGREEMENT**

1. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit A and pursuant to Article 8, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2 Cooperation With District. Contractor shall cooperate with District and District staff in the performance of all work hereunder. Contractor shall coordinate the work with the District's Project Lead, per the contact information and mailing addresses below:

<b>DISTRICT PROJECT LEAD</b>	<b>CONTRACTOR PROJECT LEAD</b>
Name: Monica Delmartini	Name: Contractor Name
Address: 747 Mendocino Avenue – Suite 100 Santa Rosa, CA 95401	Address: Contractor Address Contractor Address
Phone: 707-565-7260	Phone: Contractor Phone
Fax: 707-565-7359	Fax: Contractor Fax

Email: <a href="mailto:Monica.Delmartini@sonoma-county.org">Monica.Delmartini@sonoma-county.org</a>	Email: Contractor Email
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1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. District has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by District shall not operate as a waiver or release. If District determines that any of Contractor's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with District to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 5; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time District, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from District.
  - b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of District.
  - c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.
2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

For all services and incidental costs required hereunder, Contractor shall be paid a lump sum of **Payment amount in words (\$XX.XX)** in accordance with Exhibit B, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibit B includes a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates. Upon completion of the work, Contractor shall submit its invoice for payment and shall identify the services completed and the amount charged. Contractor may invoice District for progress payments based on completion of established milestones described in Exhibit A/B.

The invoices shall show or include:

- Contractor Name: **Contractor Name**
- Name of Project: Name of Project
- **Each invoice must distinguish the Project Name. Invoices for one Project cannot be combined with invoices for another. All invoices for the Tie Road Shaded Fuel Break, the Plum Ranch Shaded Fuel Break, and the Forest Understory Thinning must be wholly separate.**
- District Contract Number: Contract #1352
- Payment remittance address
- Description of services performed
- Any other information requested by the District.

Expenses not expressly authorized by the Agreement shall not be reimbursed. Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District in its sole discretion.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the District shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, District requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the District requires a completed Form 590. Forms 587 and 590 remain



## 5. Termination.

5.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving 7 days written notice to Contractor.

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

5.3 Immediate Suspension of Work. Upon receipt of a termination notice from District, Contractor shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to the District. The District shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of the payments authorized in this Agreement.

5.4 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to District all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to District a final invoice showing the services performed, hours worked, and copies of receipts for any claimed expenses up to the date of termination.

5.5 Payment Upon Termination. Upon termination of this Agreement by District, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if District terminates the Agreement for cause pursuant to Section 5.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Contractor.

5.5 Authority to Terminate. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District has the authority to terminate this Agreement on behalf of the District. In addition, the General Manager, in consultation with Counsel, shall have the authority to terminate this Agreement on behalf of the District.

6. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including District, and to indemnify, hold harmless, and release District, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', Contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against District based upon a claim relating to such Contractor's or its agents', employees', Contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on District's part, but to the extent required by law, excluding liability due to District's conduct. District shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

7. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

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

9. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the General Manager in a form approved by District Counsel. The District's Board of Directors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-

11, District personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the District.

#### 10. Representations of Contractor.

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

10.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent Contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement pursuant to Article 5, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the District.

10.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance

regarding any withholding or other applicable taxes, Contractor agrees to furnish District with proof of payment of taxes on these earnings.

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

**10.6 Conflict of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by District, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with District disclosing Contractor's or such other person's financial interests.

**10.7 Statutory Compliance/Living Wage Ordinance.** Contractor agrees to comply, and to ensure compliance by its employees or subconsultants, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the District of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

**10.8 Nondiscrimination.** Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

Without limiting the generality of the foregoing, Contractor shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5). Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

**10.9 AIDS Discrimination.** Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

**10.10 Assignment of Rights.** Contractor assigns to District all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of District.

**10.11 Ownership and Disclosure of Work Product.** All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of District. District shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to

District all such documents, which have not already been provided to District in such form or format, as District deems appropriate. Such documents shall be and will remain the property of District without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District.

10.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

## 11. Prevailing Wages.

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

11.2 Subcontracts. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Contractor shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

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

1725.5 as a condition to engage in the performance of any services under this Agreement.

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

11.5 Payment Bond. Contractor shall furnish a labor and material payment bond in the full amount of the contract to remain in effect until the date the work subject to the contract is accepted by District. Said bond shall be in the forms set forth in Exhibit D, and shall be issued by a surety authorized to transact business in the State of California.

12. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits District's right to terminate this Agreement pursuant to Article 5.

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

14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation

of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and District acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

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

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

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

14.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

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

CONTRACTOR: Contractor Business Name SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: \_\_\_\_\_ Responsible Party Name, Title By: \_\_\_\_\_ Misti Arias, General Manager

Date: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: \_\_\_\_\_ Sheri Emerson, Stewardship Program Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM BY:

By: \_\_\_\_\_ Lisa Pheatt, Deputy County Counsel IV

Date: \_\_\_\_\_

CERTIFICATES OF INSURANCE ON FILE WITH THE DISTRICT:

By: \_\_\_\_\_ Sara Ortiz, Administrative Aide

Date: \_\_\_\_\_

Scope of Work to be Developed

To include the Required Best Management Practices and Resource Protection Mitigations in Attachment 8 and the Prescriptions in Attachment 9 and Attachment 10.

Cost Proposal to be developed

Proposals must include a breakdown of costs used to derive the total proposed contract sum, including an itemized account of projected hours and rates by task, and anticipated costs for all supplies and equipment.

## Insurance Requirements

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by District. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this Agreement.

District reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. District's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or District's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

### 1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against District.
- e. Required Evidence of Insurance:
  - i. Subrogation waiver endorsement; and
  - ii. Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. Contractor is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the District.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. Sonoma County Agricultural Preservation and Open Space District, its officers, agents, and

## Insurance Requirements

employees shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the Work under this Agreement.

- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against District.
- i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- j. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### 3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### 4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

### 5. Documentation

- a. The Certificate of Insurance must include the following reference: [Contract 1352 Tree Work Saddle Mountain Open Space Preserve](#).
- b. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with District as specified in Sections 1 – 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: [Sonoma County Agricultural Preservation and Open Space District, its officers, agents, and employees, 747 Mendocino Avenue, Santa Rosa, CA 95401](#).
- d. Contractor shall submit required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies

## Insurance Requirements

are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

- f. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

### **6. Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### **7. Material Breach**

If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, District may purchase the required insurance, and without further notice to Contractor, District may deduct from sums due to Contractor any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

**PAYMENT BOND**

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND (“Bond”) is dated \_\_\_\_\_[Insert Date], is in the penal sum of \$XXX,XXX and is entered into by and between the parties listed below to ensure the payment of claimants under the Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 13, attached to this page. Any singular reference to [Insert Name of Contractor], (“Contractor”), [Insert Name Of Surety], (“Surety”), the Sonoma County Agricultural Preservation and Open Space District (“District”) or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

[Enter Surety Name]

NAME

\_\_\_\_\_  
Name

ADDRESS

[Enter Principal Place of Business]

ADDRESS

ADDRESS

\_\_\_\_\_  
Principal Place of Business

\_\_\_\_\_  
City/State/Zip

CONTRACT:

**TREE WORK SADDLE MOUNTAIN OPEN SPACE PRESERVE**

at 2300 Calistoga Road, Santa Rosa CA 95402; dated the \_\_\_\_\_, 2021, in Amount of \$XXX,XXX(the "Penal Sum")

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature:

Signature:

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Name and Title:

**BOND TERMS AND CONDITIONS**

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to District, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and

2.2 Defends, indemnifies and holds harmless District from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided District has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no District Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants .

If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.

4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, et seq., Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements .

5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.

6. Amounts due Contractor under the Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond .

7. District shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed there under, or materials or equipment to be furnished there under or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications or any other changes.

9. This Bond shall inure to the benefit of the Claimants. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to District shall be mailed or delivered as provided in the Agreement . Actual receipt of notice by Surety, District or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§3247, 3248, et seq . Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions

conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

13. Definitions.

13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181 . The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).

13.1.2 Contract: The agreement between District and Contractor identified on the signature page of this Bond, including all Agreement and changes thereto.

13.1.3 District Default: Material failure of District, which has neither been remedied nor waived, to pay Contractor as required by the Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Contract.

END OF DOCUMENT



**COUNTY OF SONOMA**

**GENERAL SERVICES PURCHASING DIVISION**

2300 COUNTY CENTER DRIVE, SUITE A208  
SANTA ROSA, CALIFORNIA 95403  
(707) 565-2433 Fax: (707) 565-6107

**DECLARATION OF LOCAL BUSINESS FOR SERVICES**

Sonoma County gives local businesses a preference in formal solicitations of services as set forth in the County of Sonoma [Local Preference Policy for Services](#).

In order to qualify for this preference, a business must meet *all* of the following criteria:

1. For businesses with a location in a city within Sonoma County, a valid business license if required by the city; and
2. A valid physical address located within Sonoma County from which the supplier or consultant operates or performs business on a day-to-day basis.

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business as set forth in the County of Sonoma Local Preference Policy for Services.

All information submitted is subject to investigation as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the County's local preference policy. False or dishonest responses will cause the rejection of the bid and curtail the declarant's ability to conduct business with the County in the future. It may also result in legal action.

1. Legal name of business: \_\_\_\_\_

2. Physical address of the principal place of business:  
\_\_\_\_\_  
\_\_\_\_\_

3. Business license issued by incorporated city within the County:  
License Number \_\_\_\_\_ Issued by: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_



COUNTY OF SONOMA

GENERAL SERVICES PURCHASING DIVISION

2300 COUNTY CENTER DRIVE, SUITE A208
SANTA ROSA, CALIFORNIA 95403
(707) 565-2433 Fax: (707) 565-6107

Living Wage Solicitation Form

- 1. Within the last five (5) years, have you had any violations that were sustained with the National Labor Relations Board, Occupational Safety and Health Agency, California Labor Commission, Equal Employment Opportunity Commission, Environmental Protection Agency, and/or the Department of Fair Employment and Housing?

Yes(Attach a statement describing the findings of violations and how they were addressed.)

No

- 2. A five percent (5%) weighting preference shall be provided to any service contractor who certifies that at least fifty percent (50%) of the workforce that will be used to perform the service contract will be Sonoma County residents. Said weighting preference shall be applied in accordance with the procedures set forth in the County's Local Preference Policy for Services. This preference is not applicable if federal funding will be used to pay for these services.

The undersigned complies with the statement above.

Yes

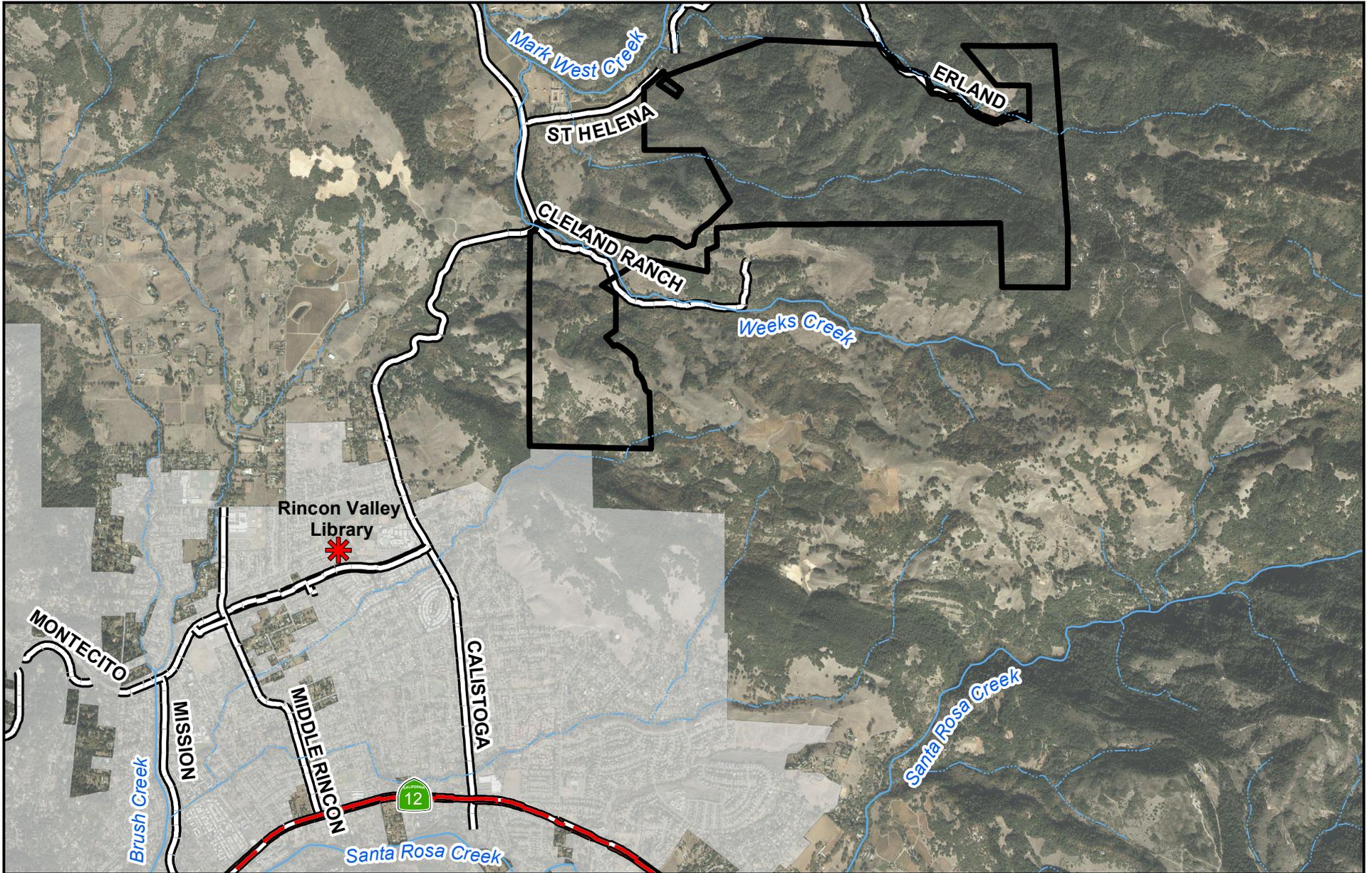
No

The Undersigned acknowledges that they will be required to complete an additional, detailed self-certification form if awarded a contract as a result of this solicitation. By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Organization Name: \_\_\_\_\_



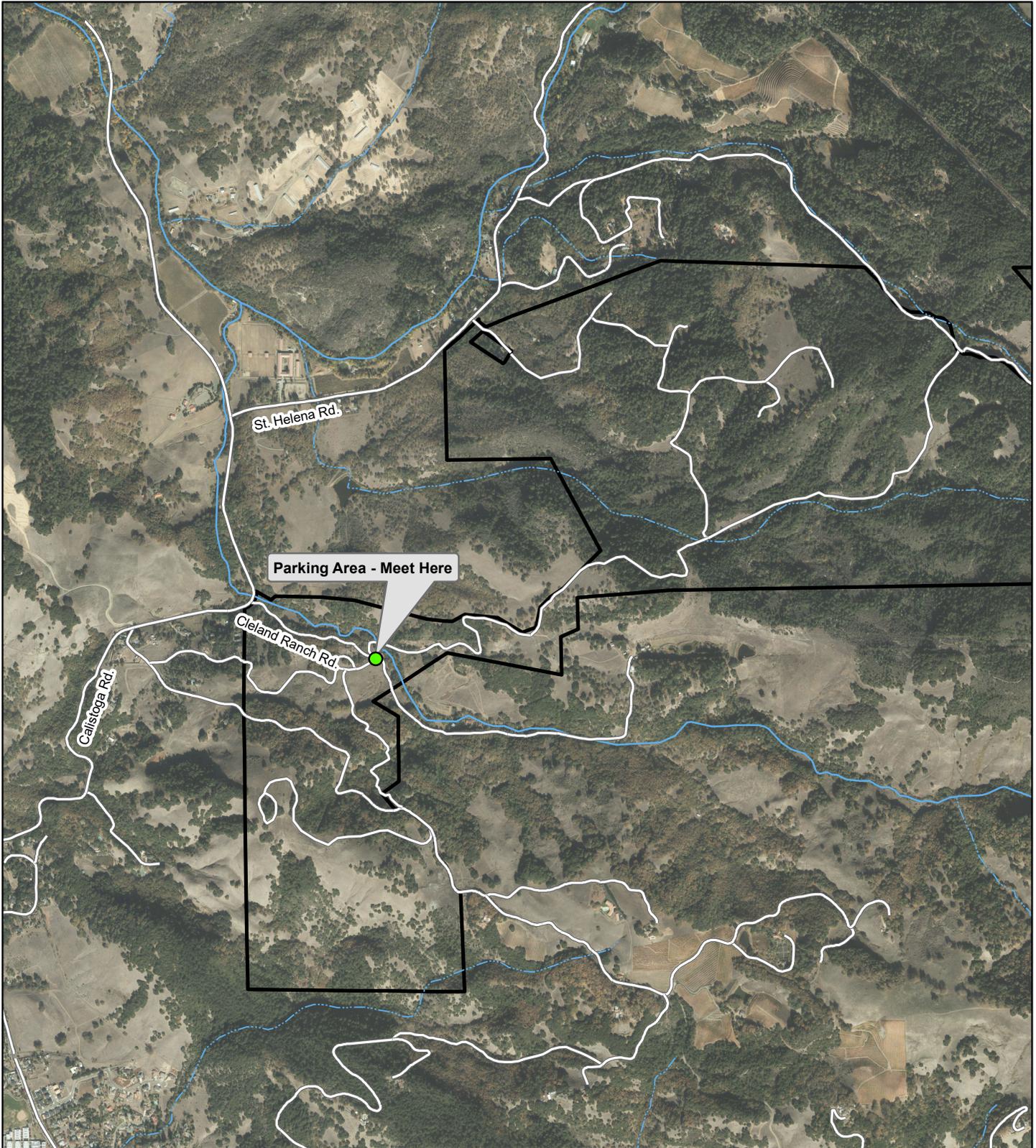
**Saddle Mountain  
Open Space Preserve**



Map Date: 2/3/2015  
 Sources: SCGIS (roads, parcels); SCWA (streams);  
 NASA/UMD/WSI (Oct.2013 imagery).  
 This map is for illustrative purposes only and is  
 not intended to be a definitive property description.



-  Street
-  Perennial Stream
-  Property Boundary
-  Incorporated City Area



# Saddle Mountain Open Space Preserve

## Priority Forest Thinning Project

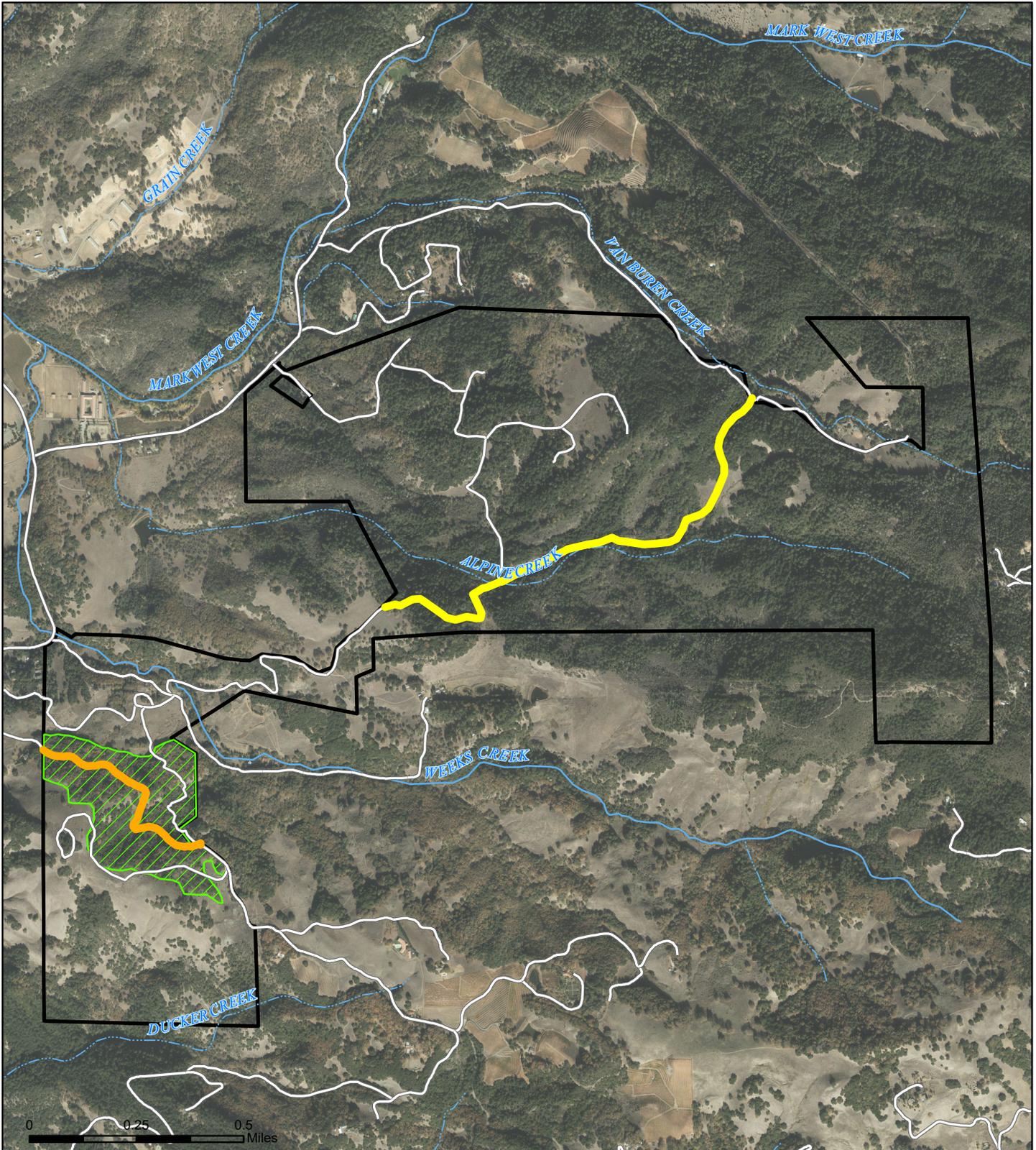
### Pre-Proposal Site Visit Meeting Location



- Road
- Perennial Stream
- - - Intermittent Stream
- ▭ Preserve Boundary



Map Date: 7/23/2021  
Sources: SCGIS (roads, parcels);  
NASA/UMD/WSI (Oct.2013 imagery).  
This map is for illustrative purposes only and is  
not intended to be a definitive property description.



# Saddle Mountain Open Space Preserve

## Priority Forest Understory Thinning and Shaded Fuel Break Project Area



Map Date: 7/26/2021  
 Sources: SCGIS (roads, parcels);  
 NASA/UMD/WSI (Oct.2013 imagery).  
 This map is for illustrative purposes only and is  
 not intended to be a definitive property description.



-  Plum Ranch Road SFB
-  Tie Road SFB
-  Road
-  Perennial Stream
-  Intermittent Stream
-  Thinning Area
-  Preserve Boundary

## Required Best Management Practices and Resource Protection Mitigations for the Saddle Mountain Open Space Preserve Shaded Fuel Break and Priority Forest Thinning Project

### *Vehicle and Equipment Use*

- Vehicle speeds on unpaved roads will be limited to 15 miles per hour.
- Idling times will be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations).
- Equipment will be maintained and properly tuned in accordance with manufacturer's specifications. All equipment will be checked by a qualified mechanic and determined to be running in proper condition prior to operation.
- Debris, sediment, rubbish, vegetation, or other construction-related materials will be placed in an approved location. No materials, including petroleum products, chemicals, silt, fine soils, or substances deleterious to the function of a watercourse, water quality, or biological resources will be allowed to pass into, or be placed where it can pass into, stream channels.
- Fire-suppression equipment will be reviewed and approved by Ag + Open Space or contracted staff before construction begins and will be available on site at all times.
- Vehicles and equipment will be inspected daily for leaks and repaired immediately if necessary.
- Fueling will take place away from watercourses and sensitive areas.
- Major vehicle and equipment maintenance and washing will be performed offsite.
- Spill cleanup materials will be maintained onsite during all activities that require the use of vehicles, equipment, or hazardous materials. Any spill will be cleaned up immediately.
- Spent fluids, such as motor oil and radiator coolant, and used vehicle or equipment batteries will be collected, stored, and recycled as hazardous waste offsite.

### *Prevent Spread of Sudden Oak Death*

- Clean equipment after working in forest and woodland habitats, including chainsaws, boots, and truck tires (spray with a 10% bleach solution or other disinfectant, then rinse).
- To the extent possible, work in forest and woodlands in the dry season instead of the wet season when spores are being produced and infections are starting. Avoid or minimize pruning oak, tanoak, and bays in wet weather.
- Leave potentially infected downed trees on site instead of transporting the material to an uninfected area. Where infection is already known to be present, leaving *P. ramorum*-infected or killed trees on site has not been shown to increase the risk of infection to adjacent trees.
- Avoid working in wet weather. Clean equipment after work is completed. Do not leave cut wood and chips in an area where they might be transported to an uninfected location.

### *Prevent the spread of invasive species*

- Clean plant material and soil from the tires and undercarriage of vehicles and equipment prior to entering the preserve. Cleaning may be done with a pressure hose if water is available and/or with a scrub brush or stiff broom.
- Check boot soles and laces for mud or plant seeds and debris and remove prior to entering the preserve

*Ensure Adequate Emergency Access*

- Ensure that adequate access to the Preserve and adjacent properties for emergency vehicles and for neighboring residential traffic along Plum Ranch Road is maintained at all work sites

*Avoid Loss of Special-status Plants and their Habitats*

Ag + Open Space staff and/or our contracted biologists will identify and flag avoidance zones around any special-status plant populations or otherwise floristically sensitive sites prior to work commencing.

- Contractor must ensure that these zones are maintained as no-entry zones, with no felling within or into them permitted, no pile construction within them, and no equipment or foot traffic within them.
- No vehicle traffic is permitted between Cleland Ranch Road and the western edge of the Erland-Cleland Tie Road shaded fuel break project area between the months of December and June – during this time vehicles must enter from Erland Road.

*Protect Nesting Birds*

- Work shall ideally occur outside of the critical breeding bird period (February 15 through August 31). If activities must occur during this period, work areas will be surveyed by an Ag + Open Space biologist within one week prior to initiation of vegetation clearing, tree removal and trimming, shaded fuel break development, and other vegetation activities. If the biologist finds no active nesting or breeding activity, work can proceed without restrictions.
- If active raptor or owl nests are identified within 100 feet of the construction area or active nests of other special-status birds (e.g., passerines, woodpeckers, hummingbirds, etc.) are identified within 50 feet of the construction area, a biologist shall determine whether or not construction activities may impact the active nest or disrupt reproductive behavior. If it is determined that construction would not affect an active nest or disrupt breeding behavior, construction can proceed without restrictions. The determination of disruption shall be based on the species' sensitivity to disturbance, which can vary among species; the level of noise or construction disturbance; and the line of sight between the nest and the disturbance. If the biologist determines activities would be detrimental, the nesting area and 250-foot buffer for larger nesting birds (e.g., owls, raptors, herons, egrets) and 50-foot buffer for small nesting songbirds shall be avoided until the nest has been vacated.
- If the work area is left unattended for more than one week following the initial surveys, additional surveys shall be completed. Ongoing construction monitoring shall occur to ensure no nesting activity is disturbed. If State and/or federally listed birds are found breeding within the area, activities shall be halted and consultation with the CDFW and USFWS shall occur.
- If spotted owls are determined to be present during the breeding season within 0.5 miles of the work area, no work shall occur between March 1 and August 31 or until nesting completion has been verified by a qualified biologist.
- No trees or understory vegetation shall be removed within 500 feet of a documented active breeding location for northern spotted owl (either through previously confirmed sightings or project-specific verification by the project biologist).
- Dogs are not permitted on the preserve.

*Protect Special-Status Bats*

- Ag & Open Space will provide a qualified biologist to conduct bat surveys prior to project implementation. If trees planned for trimming or removal are identified as active roost sites, appropriate and specific avoidance measures shall be developed. Avoidance measures may include, but would not be limited to, seasonal limitations on work when roosts are unoccupied and/or establishment of buffer areas around occupied roosts.
- For all trees previously identified as active roost sites and subject to trimming or removal, trees shall be taken down in a two-step process – limb removal on day one shall be followed by bole removal on day two. This approach would allow bats, if they are present, an opportunity to move out of the area prior to completing removal of the trees. No trees supporting special-status bats shall be removed without prior consultation with CDFW.
- If work is postponed or interrupted for more than two weeks from the date of the initial bat survey, the preconstruction survey shall be repeated.
- Construction shall be limited to daylight hours to avoid interference with the foraging abilities of bats.

*Avoid impacts to cultural resources*

- Ag & Open Space will flag avoidance zones around all known cultural resource sites within or adjacent to the project area; these will be treated as per special-status plant avoidance zones, above, and subject to the same restrictions on entry, felling, and pile construction.
- If previously unknown historic or prehistoric resources are encountered during construction, the piece of equipment or crew member that encountered the materials shall stop and the find shall be inspected by a qualified archaeologist. Project personnel shall not collect historic or prehistoric materials. If the archaeologist determines that the find potentially qualifies as a unique cultural resource for the purposes of CEQA, all work shall be stopped in the immediate vicinity to allow the archaeologist to evaluate the find and recommend appropriate treatment.

*Reduce Wildland Fire Hazards during Construction*

- Vehicles shall not be parked in areas where exhaust systems can contact combustible materials. Fire extinguishers and fire suppression tools shall be available on the site when conducting project activities.
- No smoking is permitted on the preserve

*Reduce noise*

- Equip internal combustion engine-driven equipment with intake and exhaust mufflers that are in good condition and are appropriate for the equipment.
- Locate stationary noise-generating equipment as far as possible from sensitive receptors in the vicinity.
- Provide signs at the Preserve entrance to inform users of the noise-producing activities, the location of the activities, and the duration.
- Designate a “disturbance coordinator” responsible for responding to complaints about construction noise and taking reasonable measures to correct the problem. Conspicuously post a telephone number for the disturbance coordinator near project activities.

## Shaded Fuel Break Prescriptions, Saddle Mountain Open Space Preserve

**Saddle Mountain Preserve Fuel Break Goal:** Manage and maintain roadsides that improve fire holding capacity during wild and prescribed fires and safe ingress and egress for firefighters. The result will be a “shaded fuel break” with canopy remaining where it occurs and with some allowance for limited understory shrubs and ground cover for habitat purposes and to allow for tree recruitment.

Prescriptions recognize different ecosystems and their individual management. Generally, the property has abundant Douglas-fir which is crowding out hardwoods. This roadside shaded fuel break traverses grassland (not included in treatment area), oak woodland, mature Douglas-fir forest, small stands of coast redwood, and riparian forest. All have been impacted to varying degrees by the 2020 Glass Fire with significant understory mortality and patchy overstory mortality.

### Fuel break along an approximately 1-mile portion of the Erland-Cleland Tie

#### Road

The Tie Road is an unsurfaced road internal to the Saddle Mt. property. It may be blocked by operations, allowing it to have a chipper for close material.

The ideal width of the shaded fuel break is 50’ on both sides of the road or to the top of the streambank where closer. However, note that most of this area is not affected by stream zones. Of an approximately 1 mile length of the Tie Road shaded fuel break project area, about 1000 feet lies within a stream zone, as defined below.

This project contains an approximately 1000-foot portion of the Alpine Creek riparian area, a Class 1, perennial fish bearing stream and a tributary to Van Buren Creek and Mark West Creeks, connecting to the Russian River. The Watercourse and Lake Protection Zone (WLPZ) will be defined as the area between the existing road and the stream or the full width of the Watercourse and WLPZ when no road is present, 50 feet from the top of the streambank on slopes less than 30%, 75 feet on slopes from 30% to 50%, and 100 feet on steeper slopes. No work will occur in the stream migration zone (the larger stream channel) or inner gorge areas. These protection areas will be flagged by Ag & Open Space’s consulting Registered Professional Forester prior to project implementation.

This project also contains a crossing and small portion of Weeks Creek, a Class 1 stream reaching to the limits of anadromy for steelhead, which connects to the Russian River via Mark West Creek. Considerations of Class 1 Forest Practice Rules will be utilized in this zone. The Watercourse and Lake Protection Zone (WLPZ) will be defined as the area between the existing road and the stream or the full width of the Watercourse and WLPZ when no road is present, 75 feet from the top of the streambank on slopes less than 30%, 100 feet on slopes from 30% to 50%, and 150 feet on steeper slopes. No work will occur in the stream migration zone (the

larger stream channel) or inner gorge areas. Note that the shaded fuel break treatment area does not overlap the Weeks Creek WLPZ, but that this area may be crossed through by the crew en route to the work site.

**Prescription for Wooded Areas NOT in stream zones:**

***Thin oaks, bays, madrones and selected conifers***

- Where overstory canopy cover is less than 50%, or as identified in the field by Ag & Open Space's supervising forester, identify 'save' trees of a variety of species (preference for oaks, madrone, maple, and redwood) for overstory recruitment at mixed distances from 6-15'.
- Identify no-cut species, such as Napa false indigo. *Note: sensitive species protection areas will be flagged by Ag & Open Space prior to project implementation.* No felling into or within these areas and no chipping permitted.
- Preferentially cut bays and Douglas-fir.
- Consider retaining chosen trees and shrubs such as maple and toyon with tighter spacing than 6 feet.
- Reduce brush species to 24" height within 100' of the road.
- Slash should be chipped, or piled for burning in designated locations, or lopped and scattered in identified, flagged areas where land managers have determined that this would not result in unacceptably high fuel loading.
- Chips may not exceed 3" in depth and must be pulled away from the boles of live trees.
- Reduce slash to 24" overall height
- All slash must have maximum contact with the ground.
- Place large slash pieces on the contour.
- Cut slash to 6-8' lengths for lop-and-scatter, 4' for burn piles.
- Do not cut trees or snags larger than 8" DBH unless specifically marked.
- Allow oaks to have supporting branches.
- Prune trees to ten feet to remove ladder fuels.

**Prescription for Wooded Areas within Watercourse and Lake Protection Zone:**

***Reduce Fuel Alongside Stream***

- Maintain ALL living canopy within zone.
- No falling into stream.
- No equipment in zone (this is a hand operation).
- Cut all dead woody vegetation (snags) less than 8 inches diameter.
- Reduce slash to 24" overall height.
- All slash must have maximum contact with the ground.
- Place large slash pieces on the contour
- Prune DEAD limbs up to ten feet.
- Cut slash to 6-8' lengths.
- Use a chipper for mulch if possible

### **Fuel break along an approximately 0.5-mile portion of Plum Ranch Road**

This is an upper watershed road with no stream zones. The road is paved and provides access for other landowners. The ideal width of the fuel break is 50' on the downslope side and 100' on the upslope side of the road (note portion of road lies along preserve boundary and fuel break will thus be only on one side of road in this area), or to the ridgetop where it is closer. Operations on this road must be capable of allowing traffic to pass. If a chipper is used, it can blow residue into either an accompanying truck or off the downhill side.

An important feature on this road is its uphill roadcut. The roadcut is partially supported and protected by the existing vegetation, particularly Douglas-fir.

- Where overstory canopy cover is less than 50%, or as identified in the field by Ag & Open Space's supervising forester, identify 'save' trees of a variety of species (preference for oaks, maple, and hazel) for overstory recruitment at mixed distances from 6-15'.
- Identify no-cut species, such as Napa false indigo. *Note: sensitive species protection areas will be flagged by Ag & Open Space prior to project implementation.* No felling into or within these areas and no chipping permitted.
- Preferentially cut bays and Douglas-fir.
- Clear out dead material only from retained oaks.
- Non-oak retained trees will be pruned to 10 feet.
- Reduce brush species to 24" height within 100' of the road.
- Slash should be chipped, or piled for burning in designated locations, or lopped and scattered in identified, flagged areas where land managers have determined that this would not result in unacceptably high fuel loading.
- Chips may not exceed 3" in depth and must be pulled away from the boles of live trees.
- Reduce slash to 24" overall height
- All slash must have maximum contact with the ground
- Place large slash pieces on the contour
- Do not cut trees or snags larger than 8" DBH unless specifically marked
- Prune trees to ten feet to remove ladder fuels.

Forest Understory Thinning Prescriptions for Priority 60 Acres			
	Specifications	Comments	
<b>Cut Ladder Fuels &amp; Pile - Crew</b>	Crews chainsaw dead & dying material from 1"-8". Lop into 4' lengths.	<i>Operating window: September 1 – January 31<sup>st</sup>.                      Note no vehicle access during wet conditions except on Plum Ranch Road. Constructor required to discuss with District Project Supervisor if there is a prediction of 30% chance of rain within the next 24 hours.</i>	
	Cut live Douglas-fir in same diameter range within encroached oak stands with exception of steep slopes where retention is important to prevent soil erosion.		
	Pile material no larger than 4' high & 5' in diameter.		
	Locate piles in openings in canopies wherever possible. No piles permitted within marked stream protection or other resource protection zones.		
	Piles no closer than 100' to Plum Ranch Road		
	Limit piles to slopes $\leq 50\%$ .		
	Pile material perpendicular to slope to prevent roll-out during burning		
	Cover piles with Kraft paper		
Fell additional marked snags and lop so that the bole is touching the ground, all branches are lopped from the tree and slash is piled per			

	<p>above specifications.</p> <p>Girdle approximately 12 live Douglas-fir &gt; 8" that are marked, per the specifications below</p>		
--	--	--	--

	Specifications	Comments	Costs
<b>Alternative Slash treatments</b>			
Lop and scatter	<p>On slopes greater than 50% if no other treatment is feasible or where fuels levels in project unit are low. Areas with appropriately low fuel loading will be identified and flagged by Ag &amp; Open Space.</p> <p>Slash height: no greater than 18", well dispersed across area and kept away from standing tree boles.</p>		

Chip	Within 50 feet of roadways. Chips no greater than in 3" in depth. Raked away from boles of all live trees – including those with stump sprouts.	<i>Use in areas with high levels of exposed soils with high potential for erosion.</i>	
Material brought to chipper by crew	Limit to 25' downhill from chipper; 50' uphill from chipper on steep slopes.		

### Girdling Specifications



- 1) For marked Douglas-firs, girdle width should be at least 8 inches (i.e. 8 inch strip of bark and cambium peeled off the tree bole); use a minimum 4 inch girdle for all other zones
- 2) Leave no live foliage below the girdle
- 3) Do not cut too deep into the tree bole (minimize potential for hazard trees); cut depth should generally not be deeper than 1 inch for trees <14 inches in diameter, and not deeper than 1.5 inches for trees >14 inches in diameter
- 4) Strip all bark and cambial material within the girdle zone (i.e. between two cuts or below a single cut) leaving no connecting material between the portions above and below the girdle



**Sonoma County Agricultural Preservation and Open Space District (Ag + Open Space)**

**ADDENDUM NO. 1**  
**SUBJECT: Addendum Number 1 to RFP No. SC001-0000001343**  
**RFP for Professional Tree/Forest Thinning Services**  
**DATE: 08-09-2021**

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This addendum is issued to furnish information that is supplemental to, will clarify, or modify the above-referenced solicitation.

**CLARIFICATIONS:**

A mandatory pre-bid walk-through will take place **at 1:00 pm on Tuesday, August 10.**

- This site visit is expected to take approximately 2 hours, plus added time for discussion as needed
- Consultants should be prepared to walk approximately 0.7 miles on moderately steep terrain
- A portion of the site visit will require 4WD or, at minimum, AWD vehicles
- The property gate will be open when you arrive
- To navigate to the meeting site, enter "Cleland Road Santa Rosa" into Google Maps. Note that the parking area will be a short distance before (west of) the pin that Google Maps shows for this location, on Cleland Road.
- Vehicle access during project implementation may occur along Cleland Road, Plum Ranch Road, the Erland-Cleland Tie Road, Erland Road, and the unnamed dirt road that runs along the southern boundary of the thinning area between Plum Ranch Road and the summit of Saddle Mountain, as displayed on the project site map.
- The method of slash treatment for the entire project will be piling for future burning (burning is not part of this RFP) and chipping within 50 feet or reasonable reach of Plum Ranch Road and the Erland-Cleland Tie Road.
- No large-diameter hazard snags have been identified for felling within the project area.
- It is anticipated that 20-25 Douglas-fir will need to be girdled.
- Attachment 10, Forest Thinning Prescriptions, has been amended as follows:
  - Lop and scatter has been deleted as a prescription for the forest understory thinning portion of the project except on slopes > 50%, where piling will not occur; slash treatment outside of these steep areas will be piling and chipping only, as described in prescriptions.

- Only dead material may be cut within 25 feet of either side of the Class III watercourses within the project area. No piles may be constructed within 25' of either side of the Class III watercourses. No material may be cut below the top of bank.
- Approximately 1 acre of the thinning project area is too steep to be treated. These areas will be identified with the contractor awarded the bid.
- The branches of already-downed trees that exceed a height of 18" will be lopped
- All questions and answers that occur at the mandatory pre-bid walk will be documented and shared with the bidders via an addendum.



**Sonoma County Agricultural Preservation and Open Space District (Ag + Open Space)**

**ADDENDUM NO.**            **2**  
**SUBJECT:**                **Addendum Number 2 to RFP No. SC001-0000001343**  
                                      **RFP for Professional Tree/Forest Thinning Services**  
**DATE:**                    **08-23-2021**

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This addendum is issued to furnish information that is supplemental to, will clarify, or modify the above-referenced solicitation. It includes documentation of and answers to questions received prior to the 8/16/2021 deadline for pre-proposal questions.

**CLARIFICATIONS, QUESTIONS AND ANSWERS:**

**1. Q: Is all slash treatment cut and pile?**

A: Yes, except for chipping along road corridors. See prescription updates below.

**2. Q: Are archaeological sites marked?**

A: All sensitive resource areas, including cultural resource sites, will be flagged with "exclusion area" flagging and all project activities excluded from these areas.

**3. Q: Why is the project implementation period set for so long?**

A: The District's past experience has been that projects of this nature may be interrupted by red flag conditions, wildfire events, wet weather, wet road conditions, and/or nesting bird exclusion areas, as well as other unforeseen events. However, as noted in the RFP, proposers who can mobilize quickly and complete the project as soon as possible will receive favorable consideration.

**4. Q: Does already down material need to be cut?**

A: Yes; if height is above 18" then this material should be cut and scattered or added to piles.

**5. Q: What is the size of the piles?**

A: This information is in the RFP.

**6. Q: Are there transmission lines on the Preserve?**

A: Yes, but not within the project area.

**7. Q: How many trees need to be girdled?**

A: Approximately 25.

**8. Q: Where is access for chipping?**

A: Plum Ranch Road, the Erland-Cleland Tie Road, and the unnamed dirt road that runs between Plum Ranch Road and the top of the thinning area.

**9. Q: Can a tracked chipper be used to treat material off road?**

A: No, chipper must be kept on roadway only.

**10. Q: How far will chipping extend from the sides of roads?**

A: Approximately 50 feet or as far as can be safely and effectively reached. Ag + Open Space recognizes that steep slopes may preclude moving material to chipper in some locations.

**11. Q: Can contractors subcontract for traffic control during operations on Plum Ranch Road?**

A: Yes. Include in the proposal if this is the approach that you want to take. Contractors will need to anticipate controlling traffic and, importantly, planning for access for the property owners who use Plum Ranch Road as well as emergency vehicle access. All proposers should include an explanation of how you will conduct traffic control along this road in order to minimize impacts to road users. All subcontractors must be registered with the DIR and DIR registration number must be included in the proposal. Subcontractors are subject to insurance requirements as described in the Sample Agreement.

**12. Q: Do live bay laurel sprouts need to be cut?**

A: No, but the dead stems from which they are sprouting do, per prescriptions. It is anticipated that some of the live sprouts may be damaged in this process.

**13. Q: For bay laurel, are only dead stems being cut?**

A: Within the thinning area, yes, per prescriptions. For the shaded fuel break areas, see prescriptions.

**14. Q: Should trees with flagging on them be cut?**

A: No, flagged trees should not be cut. The flagging needs to be visible post treatment and will be removed after project completion by Ag + Open Space staff.

**15. Q: Do the proposal and contract need to be lump sum?**

A: Yes. Proposers have sufficient information to prepare a firm cost proposal. Please describe all cost components in your proposal and related assumptions, as further described in Section 4 of the RFP.

**16. Q: Will Ag + Open Space provide prevailing wage rates?**

A: Applicable prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. A copy of such prevailing wage rates shall be posted on the jobsite by contractor. All contractors and subcontractors must be registered with the DIR and DIR registration number must be included in the proposal.

**17. Q: Can progress payments be made?**

A: Yes, see sample agreement in the RFP.

**18. Q: How will vegetation that you don't want cut be marked?**

A: It will be marked with flagging or paint. We'll share this information with the contractor prior to the start of operations.

**19. Q: Do the prescriptions address protections for Clara Hunt's milk vetch?**

A: The milk vetch population area is outside of the project area; however, between the months of December and May, access along the Erland-Cleland Tie Road will be permitted from Erland Road only, with no through access from Cleland Road during this time in order to prevent vehicle impacts to the portion of the milk vetch population that lies within the roadway.

**20. Q: When do you anticipate the project starting?**

A: As described in the RFP, staff will be taking the contract to the Board of Directors for approval on September 28, and preference will be given to contractors able to start as soon as possible after that date.

**21. At the Pre-Proposal Walk Through on August 10, 2021, it was discussed that Ag + Open Space would confirm if the contract terms can be changed from lump sum to T&M. Can you please provide an update?**

A: See #15, above.

**22. The RFP states the work should start soon after the award date, scheduled for September 28, 2021. At the Pre-Proposal Walk Through on August 10, 2021, it was discussed that Ag + Open Space would confirm if the project start date could be moved to October. Can you please provide an update?**

A: See #20, above.

**23. Can additional or replacement equipment for the implementation of the project be purchased with funds for the project?**

A: No. Ag + Open Space will not pay for purchase of equipment.

**24. Can we include a cover letter? If so, is there a page limit?**

A: Yes; please limit to two pages.

**25. Since Section 2 Qualifications and Experience is limited to 2 pages, can we include additional resumes for assigned staff in Section 8 Additional Information?**

A: Yes, resumes for assigned staff may be included in Section 8, Additional Information.

**26. Would the County consider waiving the original signature and hard copy requirements since most companies in our industry are still working remotely and access to offices and printing resources is limited?**

A: Yes, Ag + Open Space will accept digital copies of proposals in lieu of hard copies. All proposals, even if submitted only in digital format, must still be signed by an authorized representative of the proposer.

**Additional clarifications and edits to original RFP:**

- Attachment 9, Shaded Fuel Break Prescriptions is edited as follows:
  - Pages 2 and 3:

“Slash should be chipped, or piled for burning in designated locations, or lopped and scattered in identified areas where land managers have determined that this would not result in unacceptably high fuel loading. Such areas will be identified by Ag + Open Space and/or Registered Professional Forester during daily work oversight and check-ins, and are expected to be negligible in terms of acreage. Chips may not exceed 2” in depth and must be pulled away from the boles of live trees.”
- Attachment 10, Forest Thinning Prescriptions is edited as follows:
  - “Girdle approximately 25 live Douglas-fir > 8” that are marked, per the specifications below”
  - “Alternative Slash Treatments: On slopes greater than 50% if no other treatment is feasible or where fuels levels in project unit are low. Areas with appropriately low fuel loading will be identified by Ag & Open Space and/or Registered Professional Forester during daily work oversight and check-ins, and are expected to be negligible in terms of acreage. Slash height: no greater than 18”, well dispersed across area and kept away from standing tree boles.”
  - “Chip: Within 50 feet of roadways, or less where slopes do not allow for reasonable access. Chips no greater than in 2” in depth. Raked away from boles of all live trees – including those with stump sprouts.”