

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 Hanford Applied Restoration & Conservation, a California corporation (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:

| DISTRICT PROJECT LEAD | CONTRACTOR PROJECT LEAD |
|---|---|
| Name: Monica Delmartini | Name: Ari Wilson |
| Address: 747 Mendocino Avenue – Suite 100 Santa Rosa, CA 95401 | Address: 755 Baywood Drive, Suite 380 Petaluma, CA 94954 |
| Phone: 707-565-7260 | Phone: 707-981-1131 |
| Fax: 707-565-7359 | Fax: |

| | |
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| Email: Monica.Delmartini@sonoma-county.org | Email: a.wilson@hanfordarc.com |
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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 Three Hundred Nineteen Thousand Eight Hundred Dollars (\$319,800.00) 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: Hanford Applied Restoration and Conservation
- Name of Project: Name of Project
- 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

valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the District of any changes in the facts. Forms should be sent to the District pursuant to Article 3. To reduce the amount withheld, Contractor has the option to provide District with either a full or partial waiver from the State of California.

3. Method and Place of Giving Notice, Submitting Invoices. Formal notices shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service and shall be addressed as follows:

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| TO DISTRICT: | Sonoma County Agricultural Preservation and Open Space District 747 Mendocino Avenue Santa Rosa, CA 95401 Fax: 707-565-7359 |
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Invoices shall be electronically submitted to: aposd.ap@sonoma-county.org

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| TO CONTRACTOR: | Hanford Applied Restoration & Conservation 755 Baywood Drive, Suite 380 Petaluma, CA 94954 Phone: 707-996-6633 |
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When a notice, invoice or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice or payment is sent by facsimile or email, the notice, invoice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, invoices and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

4. Term of Agreement. The term of this Agreement shall commence on the Effective Date to September 28, 2024 unless terminated earlier in accordance with the provisions of Article 5 below.

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: Hanford Applied
Restoration and Conservation

By: 
Mark Cederborg, CEO


Date: Oct 4, 2021

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE
DISTRICT

By: 
Misti Arias,
General Manager

Date: Oct 5, 2021

APPROVED AS TO SUBSTANCE FOR
DISTRICT:

By: 
Sheri Emerson,
Stewardship Program Manager

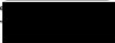
Date: Oct 4, 2021

APPROVED AS TO FORM BY:

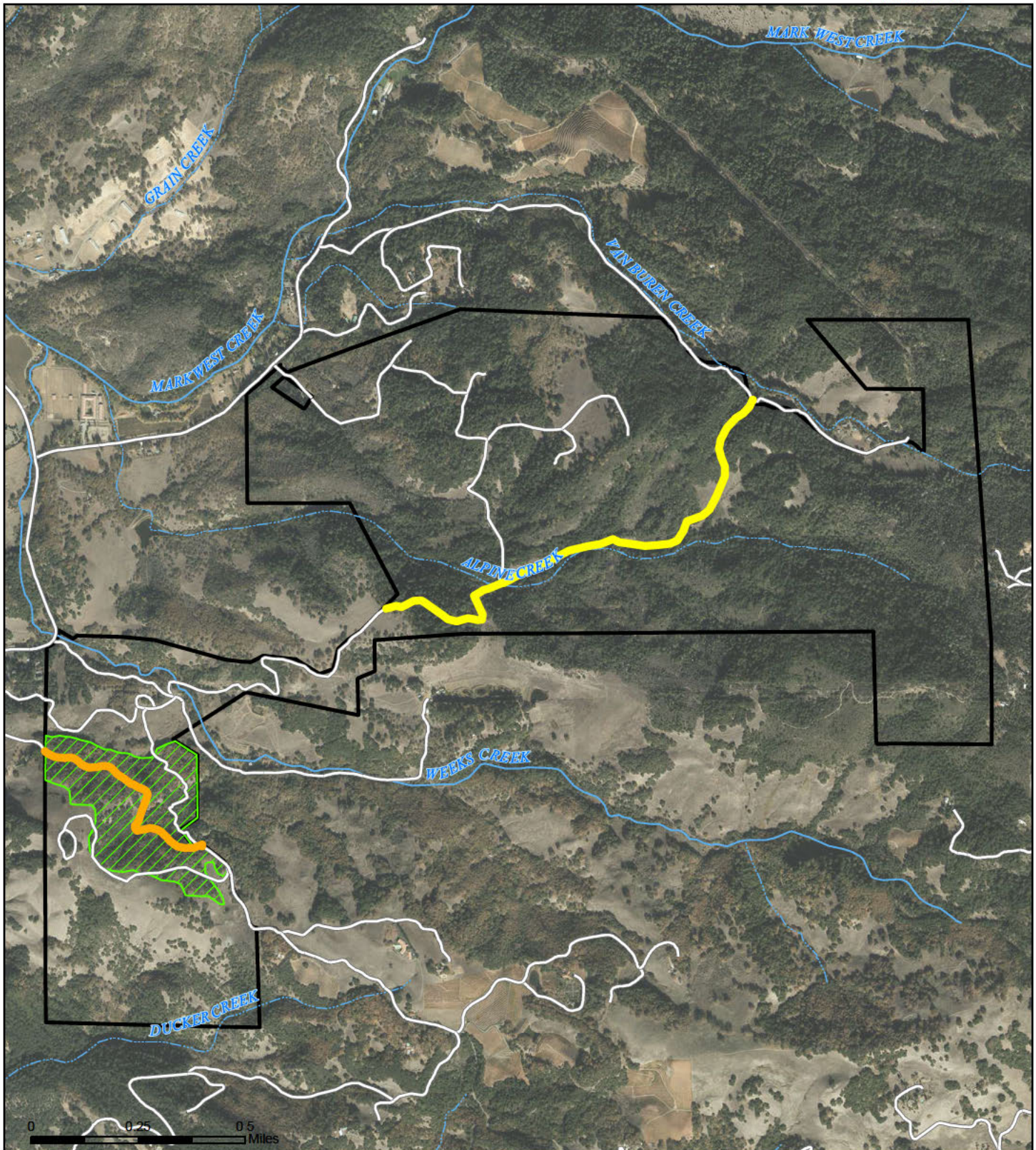
By: 
Lisa Pheatt,
Deputy County Counsel

Date: Oct 4, 2021

CERTIFICATES OF INSURANCE ON
FILE WITH THE DISTRICT:

By: 
Sara Ortiz,
Administrative Aide

Date: Oct 4, 2021



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

Contractor will perform all work required by this agreement pursuant to the following best management practices.

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.

SCOPE OF WORK

Contractor shall perform the projects described below.

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 (approximate area shown on Priority Forest Understory Thinning Road and Shaded Fuel Break Project Area map)

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

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.

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 an endangered plant population that lies within the roadway between Cleland Road and the western edge of the project area.

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 and other sensitive resource protection areas will be flagged by Ag & Open Space prior to project implementation. No felling into or within these areas and no chipping or pile construction 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 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.
- 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.
- Already downed material should be cut into appropriate lengths and added to piles or scattered per above specifications
- Do not cut live, 1-year-old basal sprouts on bay laurel
- Do not cut trees with flagging on them; flagging will need to be visible after project completion

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
- Do not cut live, 1-year-old basal sprouts on bay laurel
- Do not cut trees with flagging on them; flagging will need to be visible after project completion

Fuel break along an approximately 0.5-mile portion of Plum Ranch Road (approximate area shown on Priority Forest Understory Thinning Road and Shaded Fuel Break Project Area map)

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 upslope side and 100' on the downslope 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 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.
- 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.
- Already downed material should be cut into appropriate lengths and added to piles or scattered per above specifications
- Do not cut live, 1-year-old basal sprouts on bay laurel
- Do not cut trees with flagging on them; flagging will need to be visible after project completion

| Forest Understory Thinning Prescriptions for Priority 60 Acres (approximate area shown on Priority Forest Understory Thinning Road and Shaded Fuel Break Project Area map) | | |
|--|--|--|
| | Specifications | Comments |
| Cut Ladder Fuels & Pile - Crew | <p>Crews chainsaw dead & dying material from 1"-8" . Lop into 4' lengths.</p> <p>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.</p> | <p><i>Operating window: September 1 – January 31st. Note no vehicle access during wet conditions except on Plum Ranch Road. Contractor required to discuss with District Project Supervisor if there is a prediction of 30% chance of rain within the next 24 hours.</i></p> <p><i>Do not cut live, 1-year old basal sprouts on bay laurel trees.</i></p> <p><i>Do not cut trees with flagging on them; flagging will need to be visible after project completion</i></p> |

| | | | |
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| | <p>Pile material no larger than 4' high & 5' in diameter.</p> <p>Locate piles in openings in canopies wherever possible. No piles permitted within marked stream protection or other resource protection zones.</p> <p>Piles no closer than 100' to Plum Ranch Road</p> <p>Limit piles to slopes $\leq 50\%$.</p> <p>Pile material perpendicular to slope to prevent roll-out during burning</p> <p>Cover piles with Kraft paper</p> <p>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. Girdle approximately 25 live Douglas-fir > 8" that are marked, per the specifications below Already downed material should be cut into appropriate lengths and added to piles or scattered per above specifications | |
|--|---|--|

| | Specifications | Comments | Costs |
|-------------------------------------|---|----------|-------|
| Alternative Slash treatments | | | |
| Lop and scatter | On slopes greater than 50% if no other treatment is feasible or where fuel levels in project unit are low. Areas with appropriately low fuel loading will be identified and flagged by Ag & Open Space. Slash height: no greater than 18" , well dispersed across area and kept away from standing tree boles. | | |
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| | | | |
| 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." | Use in areas with high levels of exposed soils with high potential for erosion. Chipper must be kept on roadway at all times. | |
| 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

Scheduling

The project manager will submit a baseline construction schedule prior to starting the project. Schedule updates will be provided to Owners representative during Owner/Contractor meetings. The schedule updates would consist of a 3-week look ahead schedule for discussion.

Quality Control

Quality control and quality assurance “(QAQC)” will be the responsibility of Hanford ARC’s project Superintendent. The QAQC process starts with competent lead Foreman which Hanford ARC would provide for this project (See Hanford ARC resumes). The Foreman are held accountable by the Project Superintendent and the Project Superintendent is held accountable by Hanford ARC’s Project Manager. Our Company Safety officer and General Superintendent is Bruce Jensen.

Cost of service

EXHIBIT B

Coordination of project costs

As the project is a Lump Sum fixed cost project a schedule of values would be agreed upon by Hanford ARC's Project Manager and Owners representative. This SOV would be billed against on a monthly cycle as a percent complete (e.g. production of acres cleared/acres prescribed).

Breakdown of Lump Sum Amount:

| Biditem Actv | Description | Quan Unit | Shifts | MH |
|---------------------------------------|------------------------------|-----------|---------------|------------------|
| Biditem: 110 MOBILIZATION | | | | |
| 110 9AA30 | HARC Mobilization & Site | 2.000 EA | 1.500 | 96.000 |
| 110 9AE | HARC Deliveries Stake side | 6.000 EA | 1.130 | 18.000 |
| Subtotals: | | | 2.630 | 114.000 |
| Biditem: 120 PLUM RANCH RD. | | | | |
| 120 10 | Fuel Reduction Difficult Ter | 16.000 AC | 16.000 | 1,120.000 |
| 120 20 | Fuel Reduction Moderate T | 19.000 AC | 13.000 | 910.000 |
| 120 30 | Fuel Reduction Easy Terrai | 22.000 AC | 13.000 | 910.000 |
| 120 40 | Chipping Activities | 2.000 AC | 2.000 | 60.000 |
| Subtotals: | | | 44.000 | 3,000.000 |
| Biditem: 130 TIE RD FIRE BREAK | | | | |
| 130 10 | Fuel Reduction Easy Terrai | 12.000 AC | 8.000 | 560.000 |
| Subtotals: | | | 8.000 | 560.000 |
| Report Totals | | | 54.630 | 3,674.000 |

Estimated cost based on activities described above:

Manhours: ≈ 3,750 hours

Labor: ≈ \$273,500

Materials: ≈ \$5,900

Equipment:..... ≈ \$40,400

TOTAL: \$319,800

**Bid pricing labor pricing is pursuant to CA Department of Industrial Relations prevailing wage rates.*

Crew Rates

| Description | Bid Quantity | Unit | Unit Price | Total Price |
|---------------------------|--------------|------|------------|-------------|
| SUPERINTENDENT | 1.00 | HR | 180.00 | 180.00 |
| FOREMAN | 1.00 | HR | 130.00 | 130.00 |
| SENIOR TREE TRIMMER | 1.00 | HR | 57.00 | 57.00 |
| TREE TRIMMER | 1.00 | HR | 53.00 | 53.00 |
| GROUNDSPERSON | 1.00 | HR | 48.00 | 48.00 |
| CREW TRUCK W/ SMALL TOOLS | 1.00 | DAY | 232.00 | 232.00 |
| CHIPPER | 1.00 | DAY | 847.00 | 847.00 |
| WATER WAGON | 1.00 | DAY | 131.00 | 131.00 |

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2021

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

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

| | | | |
|---|---|------------------------------------|---------------|
| PRODUCER (WC) Heffernan Insurance Brokers 1350 Cariback Avenue Walnut Creek, CA 94596 | CONTACT NAME: Cheryl vanWestrop | | |
| | PHONE (A/C, No, Ext): 925-934-8500 | FAX (A/C, No): 925-934-8278 | |
| | E-MAIL ADDRESS: Cherylv@heffins.com | | |
| INSURED Hanford Applied Restoration and Conservation 755 Baywood Dr. Suite 380 Petaluma, CA 94954 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Travelers Property Casualty Company of America | | 25674 |
| | INSURER B: Homeland Insurance Company of New York | | 34452 |
| | INSURER C: Endurance American Specialty Insurance Co. #41718 | | |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES

CERTIFICATE NUMBER: 444324990

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------|--|-----------|----------|--|-------------------------------------|-------------------------------------|--|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: CAP | Y | Y | 7930106160000 | 11/1/2020 | 11/1/2021 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Ded/Occ BI &/Or PD \$ 2,500 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 8108L9714482026 | 11/1/2020 | 11/1/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 1,000/\$1,000 |
| B | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | 793010617 0000 | 11/1/2020 | 11/1/2021 | EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | UB8M5619282026G | 11/1/2020 | 11/1/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C B B | EXCESS LIABILITY CONT. POLLUTION W/ PROFESSIONAL LIAB (CLAIMS MADE) | | | ELD30000494603 7930106160000 7930106160000 | 11/1/2020 11/1/2020 11/1/2020 | 11/1/2021 11/1/2021 11/1/2021 | EACH OCCUR/AGG \$9M/\$9M EACH OCC/AGG/DED \$2M/\$2M/\$5K EACH OCC/DED \$2M/\$10K |

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

Re: District Contract #1352, Tree Work Saddle Mountain Open Space Preserve, Sonoma County Agricultural Preservation and Open Space District, its officers, agents, and employees are included as an additional insured (primary and non-contributory) includes completed operations on General Liability policy per the attached endorsements, if required. Waivers of Subrogation are included on General Liability and Workers Compensation policies per the attached endorsements, if required. Cancellation notice endorsements for the General Liability, Automobile Liability and Workers Compensation policies are attached, if required. This Certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER

CANCELLATION

Sonoma County Agricultural Preservation
and Open Space District
its officers, agents, and employees
747 Mendocino Avenue
Santa Rosa, CA 95401

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

AUTHORIZED REPRESENTATIVE

Policy Number: 793-01-06-16-0000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION – FORM I

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that the "Named Insured" agreed to add as an additional insured in a written contract or written agreement that was fully executed by the "Named Insured" prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement. Coverage afforded to such person or organization will not be broader than the scope of insurance agreed to by the "Named Insured" in such written contract or written agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. SECTION II – WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the SCHEDULE above, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury, property damage** or **environmental damage** occurring after:

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

All other terms and conditions remain the same.

Policy Number: 793-01-06-16-0000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations: |
|---|--|
| Any person or organization that the "Named Insured" agreed to add as an additional insured in a written contract or written agreement that was fully executed by the "Named Insured" prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement. Coverage afforded to such person or organization will not be broader than the scope of insurance agreed to by the "Named Insured" in such written contract or written agreement. | Any location, and completed operations at such location, where required by the written contract or written agreement in which the "Named Insured" agreed to add the person or organization qualifying as an additional insured under this endorsement. |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for **bodily injury, property damage or environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the SCHEDULE above performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SECTION IV - CONDITIONS, 8. Other Insurance, is amended by adding the following paragraph:

This insurance will be considered primary to, and non-contributory with any other insurance issued directly to a person or organization added as an additional insured under this policy, only if you specifically agree, in a written contract or agreement, that this insurance must be primary to, and non-contributory with, such other insurance.

All other terms and conditions remain the same.

Policy Number: 793-01-06-16-0000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization that the "Named Insured" agreed to waive its rights of recovery against in a written contract or written agreement that was fully executed by the "Named Insured" prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement. Such waiver will not be broader than the scope of the waiver agreed to by the "Named Insured" in such written contract or written agreement.

SECTION IV – CONDITIONS, 13. Transfer of Rights of Recovery Against Others To Us is deleted and replaced with the following:

13. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing to impair them. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them. Any recovery will be paid first to us until all amounts we have spent on a **claim** or **suit** have been reimbursed. The insured expressly waives the right to be made whole by any such recovery.

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the SCHEDULE above.

All other terms and conditions remain the same.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Job Description

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/1/2020

Policy No. UB8M5619282026G

Endorsement No.

Insured Hanford Applied Restoration and Conservation

Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 11/1/2020

ST ASSIGN:

Policy Number: 793-01-06-16-0000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION AMENDATORY ENDORSEMENT FOR SPECIFIC ENTITIES

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART
PROFESSIONAL SERVICES LIABILITY COVERAGE PART
ENVIRONMENTAL PREMISES LIABILITY COVERAGE PART
PRODUCTS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Specific Entity and Mailing Address:

SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT, ITS OFFICERS,
AGENTS AND EMPLOYEES
747 MENDOCINO AVE
SANTA ROSA, CA 95401-4814

The following is added to **SECTION IV - CONDITIONS**:

Cancellation or Non-Renewal Notice for Specific Entities

1. We may cancel this policy by mailing or delivering to the entity shown in the SCHEDULE above written notice of cancellation at least 30 calendar days before the effective date of cancellation; or 10 calendar days in the event of cancellation for non-payment of premium. The **policy period** will end on that date.
2. We will not be required to renew this policy upon its expiration. If we elect not to renew this policy, we will mail or deliver to the entity shown in the SCHEDULE above written notice of nonrenewal at least 30 calendar days prior to the Expiration Date of this policy. Any offer of renewal on terms involving a change of retention, premium, limit of liability, or other terms and conditions shall not constitute, nor be construed as, a failure or refusal by us to renew this policy.
3. Failure on our part to provide such notice shall not delay the effective date of termination or cancellation of this insurance.
4. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

PERSON OR

ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00) - 001

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

| Name and Address of Designated Persons or Organizations: | Number of Days Notice |
|---|-----------------------|
| ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN ON THIS ENDORSEMENT." ADDRESS: "THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US." | 30 |

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE: _____ ST ASSIGN:

Page 1 of 1

EXHIBIT D

Bond Number: 070214911
Premium: \$2,303

PAYMENT BOND

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated September 14, 2021 [Insert Date], is in the penal sum of \$319,800.00 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 Hanford Applied Restoration & Conservation , ("Contractor"), The Ohio Casualty Insurance Company , ("Surety"), the Sonoma County Agricultural Preservation and Open Space District ("District") or other party shall be considered plural where applicable.

CONTRACTOR:**SURETY:**

Hanford Applied Restoration & Conservation
Name

[Enter Surety Name]

The Ohio Casualty Insurance Company
Name

755 Baywood Drive, Suite 380
Principal Place of Business


[Enter Principal Place of Business]

175 Berkeley Street
Principal Place of Business


Petaluma, CA 94954
City/State/Zip

Boston, MA 02116
City/State/Zip

By:


Mark Cederborg, CEO

By:


Emmalyn Nichols, Attorney-in-Fact

CONTRACT:

TREE WORK SADDLE MOUNTAIN OPEN SPACE PRESERVE

at 2300 Calistoga Road, Santa Rosa CA 95402; dated the _____, 2021, in
Amount of \$319,800.00 (the "Penal Sum")

CONTRACTOR AS PRINCIPAL

SURETY

Hanford Applied Restoration & Conservation
755 Baywood Drive, Suite 380
Petaluma, CA 94954

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

Company: (Corp. Seal)

Signature:

Name and Title:

Mark Cederborg, CEO

Company: (Corp. Seal)

Signature:

Name and Title: Emmalyn Nichols, Attorney-in-Fact

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











1352 Hanford Tree Work Saddle Mountain OSP Contract

Final Audit Report

2021-10-05

| | |
|-----------------|---|
| Created: | 2021-10-04 |
| By: | Sara Ortiz (Sara.Ortiz@sonoma-county.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA8n9rP94sYYQsLMuUFTSDdBNaLoImnw2 |

"1352 Hanford Tree Work Saddle Mountain OSP Contract" History

-  Document created by Sara Ortiz (Sara.Ortiz@sonoma-county.org)
2021-10-04 - 7:53:34 PM GMT- IP address: 209.77.204.154
-  Document e-signed by Sara Ortiz (Sara.Ortiz@sonoma-county.org)
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-  Document emailed to Lisa Pheatt (Lisa.Pheatt@sonoma-county.org) for signature
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-  Document e-signed by Lisa Pheatt (Lisa.Pheatt@sonoma-county.org)
Signature Date: 2021-10-04 - 8:04:34 PM GMT - Time Source: server- IP address: 209.77.204.154
-  Document emailed to Mark Cederborg (m.cederborg@hanfordarc.com) for signature
2021-10-04 - 8:04:37 PM GMT
-  Email viewed by Mark Cederborg (m.cederborg@hanfordarc.com)
2021-10-04 - 8:59:56 PM GMT- IP address: 104.47.56.126
-  Document e-signed by Mark Cederborg (m.cederborg@hanfordarc.com)
Signature Date: 2021-10-04 - 9:00:18 PM GMT - Time Source: server- IP address: 207.212.58.80
-  Document emailed to Sheri Emerson (Sheri.Emerson@sonoma-county.org) for signature
2021-10-04 - 9:00:22 PM GMT
-  Email viewed by Sheri Emerson (Sheri.Emerson@sonoma-county.org)
2021-10-04 - 11:31:48 PM GMT- IP address: 172.226.36.132



Document e-signed by Sheri Emerson (Sheri.Emerson@sonoma-county.org)

Signature Date: 2021-10-04 - 11:32:53 PM GMT - Time Source: server- IP address: 73.162.58.63



Document emailed to Misti Arias (misti.arias@sonoma-county.org) for signature

2021-10-04 - 11:32:56 PM GMT



Email viewed by Misti Arias (misti.arias@sonoma-county.org)

2021-10-05 - 3:35:12 PM GMT- IP address: 76.21.26.185



Document e-signed by Misti Arias (misti.arias@sonoma-county.org)

Signature Date: 2021-10-05 - 3:35:32 PM GMT - Time Source: server- IP address: 76.21.26.185



Agreement completed.

2021-10-05 - 3:35:32 PM GMT