



LAND MANAGEMENT SERVICES Request for Proposals (RFP)

The Sonoma County Agricultural Preservation and Open Space District (“Ag + Open Space” or the “District”) invites you to respond to a Request for Proposals for “as-needed” land management services to be applied across a variety of properties owned and managed by Ag + Open Space. Proposals must be received by 5:00pm on **December 6, 2023**.

A. Introduction/Purpose

Ag + Open Space is soliciting proposals from contractors interested in providing as-needed land management services across a variety of properties and conditions throughout Sonoma County. Land management projects that may be required by Ag + Open Space under the agreement(s) awarded through this RFP include, but are not limited to, habitat enhancement, mitigation measures, erosion control, road restoration or decommissioning, fire abatement and vegetation removal, invasive species removal, and implementation of best management practices to protect natural resources.

The Proposal Scope Form attached to this RFP as Attachment 2 is not specific to any one project or property but rather an accumulation of the types of work generally needed across many different conditions, habitat types and property configurations. Once a contractor is selected and contract awarded, all work under the agreement will be initiated by an Ag + Open Space staff member. Specific details of each work assignment will be determined during project initiation, including the specific project scope of work, schedule for completion of the project scope, cost estimate, and payment provisions.

Ag + Open Space staff will then prepare a Task Order (see sample in Attachment 3, Exhibit B: Sample Task Order) to memorialize the agreement reached during project initiation. The Task Order must be signed by Ag + Open Space staff and the contractor prior to the onset of work.

Ag + Open Space reserves the right to award agreements to multiple contractors or select one contractor for a variety of tasks. Ag + Open Space also reserves the right to seek quotes for future projects from multiple contractors if there is more than one contractor capable of performing the work.

Ag + Open Space expects the agreement(s) to be for a **three-year term** for all tasks across multiple Ag + Open Space properties, with two, one-year extension options exercisable at Ag + Open Space's discretion.

Ag + Open Space does not guarantee any minimum or maximum amount of work to be completed under any of the awarded agreement(s).

B. Ag + Open Space Background and Description

In 1990, the voters of Sonoma County created the Sonoma County Agricultural Preservation and Open Space District to permanently protect the greenbelts, scenic viewsheds, farms and ranches and natural areas of Sonoma County. Situated on the northern edge of the rapidly urbanizing Bay Area, and facing the loss of natural and agricultural landscapes that define the county's rural character, the visionary voters of Sonoma County recognized the need for proactive local funding for agricultural and open space protection. The Sonoma County Agricultural Preservation and Open Space District was one of the first districts in the country established to use funds generated from a voter-approved, quarter-percent sales tax to protect both agricultural and open space lands. To date Ag + Open Space has protected over 123,000 acres via the purchase of conservation easements and fee title.

Protection is accomplished primarily through the purchase of development rights from willing sellers in areas designated in the County and Cities' General Plan open space elements. Protection may include the purchase of fee interests for natural resource protection, greenbelt protection, agricultural preservation, and outdoor public recreation where the public use is consistent with the Expenditure Plan open space designations. Ag + Open Space's enabling legislation permits a portion of their tax revenues to be available for providing initial public access to and operation and maintenance of these fee lands. Ag + Open Space has traditionally purchased land and transferred the property to an appropriate state or local agency or organization capable of managing the property in perpetuity. However, Ag + Open Space has purchased land for greenbelt protection that could be sold to private conservation buyers in the future. In the interim Ag + Open Space holds properties that require management planning, resource assessments and additional studies to guide management efforts to protect the conservation values of these properties.

The Sonoma County Agricultural Preservation and Open Space District currently owns in fee title approximately 1,300 acres across multiple landholdings that require a wide variety of land management efforts. These properties were acquired to protect scenic, open space, and natural resource conservation values.

However, most properties were purchased “as-is” and may have had absentee landowners, deferred maintenance, or other issues unattended for many years. As Ag + Open Space continues to develop management plans for these properties, it will require immediate land management services to ensure the health of the natural resources and to protect the conservation values on these properties. In some cases, Ag + Open Space will need contractors to provide emergency response after storm events, fire damage, or other unexpected emergencies. In each case, the ability to respond quickly and efficiently will be an essential element of this agreement.

C. Proposed Scope of Work

As Ag + Open Space is requesting proposals from contractors to provide land management services. Contractors submitting proposals (referred to hereafter as “Contractors”) must identify which types of work they propose to offer by checking the corresponding box(es) on the Proposal Scope Form attached to this RFP as “Attachment 2.” Proposals should also contain a narrative description of the Contractor’s ability to carry out the work so identified, as further described below.

D. Local Preference

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

For quantitative evaluations of proposals, the locality of the service provider shall be included as an evaluation criterion in RFPs. Extra percentage weighting of 5% shall be provided in the total rating score for local service providers. For qualitative evaluations of proposals, Ag + Open Space shall consider the locality of consultants or businesses and their sub-consultants, along with other criteria identified in the RFP. If there is more than one service provider being considered and the providers are competitively matched in terms of other criteria, local service providers should be selected. If hiring sub-consultants, Ag + Open Space strongly encourages using local service providers. (See Attachment 4: Declaration of Local Business for Services.)

More information about Ag + Open Space's [Local Preference Policy for Services](http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Local-Preference-Policy-for-Services/) can be found at the following link: <http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Local-Preference-Policy-for-Services/>.

E. Schedule

The following schedule is subject to change. Except as provided below, changes will only be made by written addendum to this Request for Proposals, which will be posted by Ag + Open Space.

Dates	Event
October 24	Release Request for Proposals
November 10	Deadline for Proposer's Questions
November 17	Ag + Open Space's Responses to Questions Due
December 6	Proposal Due
December 7-13	Proposal Evaluated by Ag + Open Space
January 2024	Board of Directors Awards Contract(s) (subject to delay without notice to proposers)

F. Pre-Proposal Conference

(Section Intentionally Omitted)

G. Questions

Proposers are required to submit questions in writing by the date and time listed in the Schedule in Section E above, or as revised by addendum. Written answers will be shared with all potential proposers through an updated attachment on the County's supplier portal and email notification. Questions should be directed via e-mail to Monica.Delmartini@sonoma-county.org. Questions will not be accepted via phone.

H. Corrections and Addenda

1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to

all parties in receipt of this RFP.

2. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by Ag + Open Space interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. Any oral communication by Ag + Open Space's designated contact person or any other Ag + Open Space staff member concerning this RFP is not binding on Ag + Open Space and shall in no way modify this RFP or any obligations arising hereunder.

I. Proposal Submittal

1. Form: By the due date set forth in subsection 2 below, proposers must submit one (1) complete electronic copy proposal through the Supplier Portal. The link to the [Supplier Portal](https://esupplier.sonomacounty.ca.gov/psp/FNPRD/SUPPLIER/ERP/h/?tab=DEFAULT) follows:
<https://esupplier.sonomacounty.ca.gov/psp/FNPRD/SUPPLIER/ERP/h/?tab=DEFAULT>

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

2. Due Date: Proposals must be received through the Supplier Portal by the date and time listed in the Schedule in Section E above, or as revised by addendum. Proposals **will not be accepted** in person. The proposal due date is subject to change. If the proposal due date is changed, interested parties will be notified of the new date.
3. General Instructions: To receive consideration, proposals shall be made in accordance with the following general instructions:

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

RFP.

4. Minimum Qualifications

- a) Proposers must be registered with the DIR pursuant to Labor Code §1725.5 at the time the proposal is submitted to the Ag + Open Space. Pursuant to Labor Code §1725.5, all subcontractors identified in a proposal must be DIR-registered contractors as well. Ag + Open Space requires proof of current registration by Contractor and all listed Subcontractors as a condition to submit a proposal, subject only to the allowances of Labor Code section 1771.1. A proposal from any contractor who is not already a DIR-registered contractor will be rejected as non-responsive.
- b) Contractors must be licensed to perform all services proposed. Specialty work may require a specialty contractor's license, which may be held by the Contractor or a listed subcontractor. A proposal from any contractor who is not already licensed will be rejected as non-responsive.

5. Contract Procedure: For each engagement, Ag + Open Space will prepare a request for a quote from one or more contractors for a specific task or group of tasks. For complex projects where on-site inspection may be necessary to clarify the anticipated scope of work, a pre-quote conference may be held by Ag + Open Space staff at the work site. If a pre-quote conference is scheduled by Ag + Open Space staff, attendance at the conference will be required to submit a quote.

Contractors interested in performing the work will respond to the Ag + Open Space quote request with a written quote which shall include a description of the work to be performed and the proposed cost for all related services and materials. Ag + Open Space reserves the right to request clarification of a submitted quote. Based on the quotes submitted, Ag + Open Space will select a contractor based on its assessment of a contractor's capacity, qualifications, and record of service with Ag + Open Space and/or other clients, as well as the proposed cost for the project. Ag + Open Space may select the lowest quote, but reserves the right to consider the aforementioned factors in determining which contractor to use for any specific scope of work. A task order will be prepared for the selected contractor based on the quote received. The Task Order must be signed by Ag + Open Space staff and the Contractor prior to the commencement of work.

Ag + Open Space has elected to become subject to the Uniform Public Construction Cost Accounting Act, which permits public projects under

\$60,000 to be performed by negotiated contact (Public Contract Code Section 22032(a)). By submitting a proposal, Proposers acknowledge and agree that no single public project awarded to any contractor selected through this RFP will exceed this \$60,000 limit.

6. Prevailing Wage. Pursuant to Section 1720 and Section 1771 of the Labor Code, the work described in this RFP is subject to the payment of prevailing wages and will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Prevailing wage requirements are further detailed in Article 10 of the Sample Agreement.
7. Payment Bond. For any Task Order project of \$25,000 or more, a contractor shall furnish a labor and material payment bond in the full amount of the Task Order Sum to remain in effect until the date the work subject to the Task Order is accepted by Ag + Open Space staff and the contractor prior to the commencement of work. The form of payment bond is attached as Exhibit D of Attachment 3.
8. Proposal Format and Contents. For ease of review and to facilitate evaluation the proposals for this project should be organized and presented in the order requested as follows:

a) Proposal Scope Form (Attachment 2):

Proposers must submit the Proposal Scope Form checking all boxes corresponding to categories of work they are offering to perform.

b) Section I - Organizational Information:

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

c) Section II - Qualifications and Experience:

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably locally, and within the State of California. For staff assigned to the project, provide detailed information regarding their qualifications and experience, including relevant projects and a resume. **References are required.**

Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies/groups for whom similar services have been provided. Examples of five (5) completed projects, as current as possible, should be submitted, as appropriate.

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

Page limit for Section II - Qualifications and Experience: 10 pages (not including the five completed projects).

d) Section III – Identification of Subcontractors:

Proposer must identify all subcontractors it intends to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor, (2) what percentage of the overall scope of work that subcontractor will perform, (3) the qualifications of each sub- contractor and assigned staff to carry out the work; and (4) the subcontractor's costs of service as outlined in Section V below. Proposer must provide Contractors State License Board numbers and Department of Industrial Relations registration numbers for all subcontractors.

Page limit for Section III - Identification of Subcontractors: 10 pages.

e) Section IV - Project Approach

Describe your approach for providing the types of services you propose to perform as listed on the Proposal Scope Form. Proposers must describe abilities to address ALL of the services of the services they propose to provide in their Proposal Scope Form. Proposers may provide any additional information that they deem relevant to this proposal.

Page limit for Section IV - Project Approach: 10 pages.

f) Section V - Cost of Service:

Proposers must submit a rate sheet with the fully loaded hourly rates for all workers that will be working under the proposed agreement. Proposers must describe any markup that will be built into any quote that may be requested by Ag + Open Space. In addition to the foregoing, proposers should submit any other anticipated project costs. Failure to clearly identify all costs associated with the proposal may be cause for rejection of a proposal.

Page limit for Section V - Cost of Service: 5 pages.

g) Section VI - Insurance:

The selected proposer will be required to submit and comply with all applicable insurance requirements as described in Exhibit C of Attachment 3: Sample Agreement. Securing this insurance is a condition of award for this contract.

h) Section VII - Additional Information:

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

i) Section VIII – Contract Terms:

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (see Attachment 1: Proposal Cover Sheet) or identify specific exceptions to the sample agreement.

J. Selection Process

1. All proposals received by the specified deadline will be reviewed by Ag + Open Space for content, including but not limited to rates, related experience and professional qualifications.
2. Ag + Open Space and County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with an Ag + Open Space or County employee who may be involved in the selection process shall advise Ag + Open Space of the name of said employee in the proposal.
3. Proposals may be evaluated using the following criteria (note that

there is no value or ranking implied in the order of this list):

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

complete proposal submittal, Ag + Open Space may, at its sole option, correct an error based on that established content. Ag + Open Space may also correct obvious clerical errors. Ag + Open Space may also request clarification from a proposer on any item in a proposal that Ag + Open Space believes to be in error.

7. Ag + Open Space reserves the right to select the proposal(s) which in its sole judgment best meets the needs of Ag + Open Space and to award to only one or multiple qualified submittals. ***The lowest proposed cost is not the sole criterion for recommending contract award.*** Ag + Open Space also makes no guarantees on minimum or maximum usage of any awarded agreement.
8. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
9. Generally, the firm(s) selected by the Evaluation Committee will be recommended to the Board of Directors for this project, but the Board is not bound to accept the recommendation(s) or award the project to the recommended firm(s).
10. At its sole discretion, Ag + Open Space reserves the right to issue multiple awards and to award contracts for a more limited scope of services than a firm proposes to perform.

K. Finalist Interviews

After initial screening, the evaluation committee may select those firms or individuals deemed most qualified to provide these technical services for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

L. General Information

1. Rules and Regulations
 - a) The issuance of this solicitation does not constitute an award commitment on the part of Ag + Open Space, and Ag + Open Space shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.
 - b) Ag + Open Space reserves the right to reject any or all proposals or portions thereof if Ag + Open Space determines that it is in the best interest of Ag + Open Space to do so.

- c) Ag + Open Space may waive any deviation in a proposal. Ag + Open Space's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. Ag + Open Space reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. Ag + Open Space further reserves the right to award the agreement to the proposer or proposers that, in Ag + Open Space's judgment, best serves the needs of Ag + Open Space.
- d) All proposers submit their proposals to Ag + Open Space with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the General Manager (via delegation), or the Board of Directors.
- e) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by Ag + Open Space, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Ag + Open Space will consider a proposer's request for exemptions from disclosure; however, Ag + Open Space will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive.
- f) Ag + Open Space will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that Ag + Open Space does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

"[Legal name of proposer] shall indemnify, defend and hold harmless the Sonoma County Agricultural Preservation and Open Space

District, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record."

2. Nonliability of Ag + Open Space

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

3. Proposal Alternatives

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. Ag + Open Space reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in Ag + Open Space's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

4. Lobbying

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

5. Form of Agreement

- a) No agreement with Ag + Open Space shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, Ag + Open Space personnel are without authorization to waive or modify agreement requirements.
- b) A sample of the agreement is included as Attachment 3 hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of Ag + Open Space's standard agreement will not be

negotiated. *Indemnification language will not be negotiated.*

- c) Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to Ag + Open Space's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
- d) Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein. Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the proposer's proposal.

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

- a) All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
- b) Unless otherwise authorized by Ag + Open Space, the selected contractor will be required to execute an agreement with Ag + Open Space for the services requested within sixty (60) days of Ag + Open Space's notice of intent to award. If agreement on terms and conditions acceptable to Ag + Open Space cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of Ag + Open Space, Ag + Open Space reserves the right to retract any notice of intent to award and proceed with awards to other contractors, or not award at all.

7. Withdrawal and Submission of Modified Proposal

- a) A proposer may withdraw or modify a proposal at any time prior to the submission deadline by following the directions provided on the Sonoma County Supplier Portal prior to the submission deadline. A proposal may not be changed after the designated deadline for submission of proposals.

M. Protest Process

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: [Protests and Appeals for Goods and Professional Services](#)

Procurements.

N. Living Wage

The contractor/franchisee/economic development assistance recipient shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this contract/franchise agreement.

Without limiting the generality of the foregoing, the contractor/ franchisee/ economic development assistance recipient expressly acknowledges and agrees that this contract/franchise/economic development assistance agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the contract/franchise/economic development assistance agreement will be considered a material breach and may result in termination of the contract/franchise/economic development assistance agreement or pursuit of other legal or administrative remedies.

The link to the [Living Wage Ordinance](https://sonomacounty.ca.gov/living-wage-self-certification-for-suppliers) is:

<https://sonomacounty.ca.gov/living-wage-self-certification-for-suppliers>

O. Attachments

Attachment 1: Proposal Cover Sheet

Attachment 2: Proposal Scope Form

Attachment 3: Sample Agreement

Exhibit A: Sample Scope of Work

Exhibit B: Sample Task Order

Exhibit C: Insurance Requirements

Exhibit D: Payment Bond

Attachment 4: Declaration of Local Business for Services

Attachment 5: Living Wage Solicitation Form

Proposal Cover Sheet



Acceptance of Ag + Open Space Contract Form

A sample agreement is contained as Attachment 3 to the Ag + Open Space's Request for Proposals. Although the attached draft is subject to revision before execution, by submission of a proposal, the undersigned indicates that, except as specifically and expressly noted in its proposal, the proposer has no objection to the attached draft or any of its provisions such that, if selected, the proposer will enter into a final agreement based substantially upon the attached draft.

Certification of Authority

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

Official Authorized to Sign for Proposal/Consultant

Signature

Title

Date

Proposal Scope Form

The following lists a menu of tasks, including related insurance requirements, desired by the District. Please indicate in the checkbox, the tasks that you are proposing on. Please note the following:

1. Contractors must hold all applicable licenses needed to perform the proposed work scopes. (For specialty work, a Contractor may satisfy this requirement by using a licensed subcontractor that is identified in the Contractor's proposal.)
2. Where permits are needed to perform a specific task order, Contractor will be expected to secure such permits.
3. As required by the California Uniform Construction Cost Accounting Act, Task Orders for scopes of work marked with an asterisk (*) shall not exceed \$60,000.

**Select all
that apply**

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Agricultural Water Source Repair and Maintenance*

If the Task Order specifies, Contractor shall maintain or repair agricultural water supply infrastructure on District properties. This may include repair of existing wells, spring developments, watering ponds and troughs, and the infrastructure needed to convey water from source to distribution system, and irrigation systems.

**Insurance
requirements**

See Exhibit C-1

#1, #2 or #3

☐

Debris Removal, Hauling and Disposal

If the Task Order specifies, Contractor shall provide debris removal, hauling, and disposal of debris from District properties, including construction materials, dirt spoils, invasive weeds or other vegetation (if specified by the District), homeless encampment debris, and infrastructure for Cannabis growing operations. Cannabis infrastructure could include irrigation tubing, seedling trays, and other agricultural equipment, camping supplies, food items, and fertilizers.

**Insurance
requirements**

See Exhibit C-1

#1 or #3

Pesticides removal would not be included in this task but would be included under "Hazardous Materials/Conditions Remediation" below.

Debris should be reused and recycled where possible. The Contractor's proposal shall describe how materials would be reused or recycled.



Demolition*

If the Task Order specifies, Contractor shall provide demolition services for the District, including demolition of buildings, sheds, fences, wells, and other infrastructure, and removal of related debris.

**Insurance
requirements**

See Exhibit C-1
#1, #2 or #3



Erosion Control/Road Maintenance and Repair*

If the Task Order specifies, Contractor shall address erosion control issues on District properties. This may include, but not be limited to, road and trail restoration or decommissioning, site protection following a burn, repair of headcut or streambank erosion, decommissioning of roads identified as sediment sources, or reparation of culvert or drainage structures compromised during a rain event.

**Insurance
requirements**

See Exhibit C-1
#1, #2 or #3

The District will request use of best management practices including, but not limited to, installation of straw wattles, jute netting, weed-free straw, silt fencing.

Grading, installing rolling dips, excavating and importing rock to support failed drainage structures, stream crossings or other backcountry erosion prevention features may be required.



Fence Construction and Repair*

If the Task Order specifies, Contractor shall repair or construct fencing in accordance with District-approved specifications. These specifications would either be developed by the Contractor or supplied by the District.

**Insurance
requirements**

See Exhibit C-1
#1, #2 or #3



Vegetation Management, Fire Abatement and Fuel Load Reduction

If the Task Order specifies, Contractor shall evaluate fuel load and fire conditions on a given property, determine the appropriate types of prescriptions recommended to reduce fire risk, and implement those prescriptions. This may include prescribed fire treatments and related control line preparation and rehabilitation, or targeted grazing with livestock to reduce fuels. Tasks may include (but would not be limited to):

- 1) Assessing emergency access to property and estimating the vegetation removal and clearance necessary to allow emergency vehicle access to all areas of a given property;
- 2) Developing and implementing fuel load reduction plan in accordance with prescriptions and best management practices and defensible space criteria;
- 3) Developing and implementing fire management strategies, such as shaded fuel breaks;
- 4) Coordinating with local and state fire response agencies to confirm availability to respond to any emergency on District property during the vegetation removal and fire buffer establishment phase; and
- 5) Notifying all emergency responders of most appropriate access routes in case of any emergency on District property.

**Insurance
requirements**

See Exhibit C-1

#1 or #3



Habitat Restoration and Mitigation Measures

If the Task Order specifies, Contractor shall implement habitat restoration and/or mitigation measures on District properties. This activity may include seed collection, plant propagation, site plan design, site preparation, planting, installation of plant protection, installation of appropriate watering system, and post-project monitoring.

Once plants are established, contractor may conduct maintenance activities to ensure seedling survival including weeding and watering or irrigation, and providing predation protection, if identified in the Task Order.

All project work should be photo-documented and a baseline inventory of plants or enhancement area should be documented. The Contractor may be asked to submit a plan describing the restoration activities prior to implementation.

**Insurance
requirements**

See Exhibit C-1

#1 or #3

**Hazardous Materials/Conditions Remediation***

If the Task Order specifies, Contractor shall address hazardous materials found on District properties. This would include, but not be limited to, identification and removal of soil contaminants, pesticides, active and abandoned cannabis grow sites, homeless encampments, and residential debris piles.

**Insurance
requirements**

See Exhibit C-2
#2

**Invasive Plant and Animal Species Removal**

If the Task Order specifies, Contractor shall evaluate the impact of invasive plant or animal species and the level of threat a species might represent to local, native vegetation. Prescribe treatment for controlling invasive species. Options include the range of integrated pest management strategies, from mechanical removal to herbicides to selective grazing.

Contractor shall define and justify the most appropriate treatment for a given species on a given District property. Cost estimates and expected targets to determine the level of success should be clearly documented and presented to the project manager for review. Contractor must be a licensed pesticide applicator or professional animal trapper in order to treat an invasive plant or animal species on District land. Similarly, Contractor must establish baseline data prior to application and post-treatment monitoring should be completed to determine the level of success. Contractor should photo-document the site pre-and post- treatment to measure the level of success of each treated area.

**Insurance
requirements**

See Exhibit C-3
#3

**Mowing**

If the Task Order specifies, Contractor shall mow annual grasses and other herbaceous vegetation in locations specified by District staff using tractor-pulled mower, string trimmer or similar other equipment.

**Insurance
requirements**

See Exhibit C-1
#1, #2 or #3

**Sign Frame Manufacture**

If the Task Order specifies, Contractor shall construct steel sign frames following guidance from District staff.

**Insurance
requirements**

See Exhibit C-1
#1, #2 or #3



Sign Installation*

If the Task Order specifies, Contractor shall install signs on District property following guidance from District staff. Signs typically range in size from 11" x 13" to 65" x 45" and are typically encased in a steel frame constructed of 5" x 5" tubular steel.

Signs are installed 30" deep with rebar and concrete footings. Contractor will pick up and store, if necessary, sign frames and sign panels until installation.

Insurance requirements

See Exhibit C-1
#1, #2 or #3



Structural Construction And Repairs*

If the Task Order specifies, Contractor shall provide building repairs including roof, electrical, plumbing, window and door replacement, painting, siding installation, and other structural repairs.

Tasks under this category could also include raising, levelling, and stabilizing buildings, locksmith services, and construction of small buildings.

Insurance requirements

See Exhibit C-1
#1, #2 or #3



Tree Trimming And Removal

If the Task Order specifies, Contractor shall trim or remove trees that the District identifies along with other arboricultural services if needed. Contractor must be a licensed arborist.

Tree trimmings would either be cut into smaller pieces and distributed on site or removed from the site disposed as described in the Task Order.

Insurance requirements

See Exhibit C-1
#1, #2 or #3

AGREEMENT FOR AS-NEEDED SERVICES

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

RECITALS

WHEREAS, Contractor represents that it that it is a duly qualified and experienced in [REDACTED];
and

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of Contractor for the aforementioned land management services on District-owned lands.

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

AGREEMENT

1. Services to be provided.

1.1 Request for Services. Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter "Scope of Work") as requested from time to time by District in its sole discretion (hereinafter the "work" or "Work"). Work will be authorized and performed only upon written authorization signed by District and Contractor in a form attached hereto as Exhibit B ("Task Order"). Prior to work being performed under this Agreement, District and Contractor will establish and agree on the following information, which agreement shall be reflected in the Task Order: 1) time allowed to perform work; 2) schedule for deliverables; 3) lump sum cost; 4) list of key personnel, if applicable; 5) list of authorized subcontractors, if applicable; and 6) project-specific items to be provided by District. Once signed by both parties, a Task Order shall be considered incorporated into this Agreement as though fully set forth herein. In the event of a conflict between a Task Order and the body of this Agreement, 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 Manager. Contact information and mailing addresses:

DISTRICT PROJECT LEAD

CONTRACTOR

Name: Project Lead Name	Name:
Address: 747 Mendocino Avenue – Suite 100	Address:

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Santa Rosa, CA 95401	
Phone: 707-536-3460	Phone:
Email:	Email:

1.3 Performance Standard; Defective Work. 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. 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 fee until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity. Without limiting the generality of the foregoing, if Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the work in such a way that the completed work will conform to this Agreement, District may order Contractor to replace any such defective work, or stop any portion of the Work to permit District (at Contractor's expense) to replace such defective work. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by District in exercising rights and remedies under this Paragraph. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. These District rights are entirely discretionary on the part of District, and shall not give rise to any duty on the part of District to exercise the rights for the benefit of Contractor or any other party.

1.4 Protection of Work and Property; and Loss or Damage.

- a. Contractor shall continuously maintain adequate protection of its work from damage and shall protect District's property from injury or loss arising in connection with the work performed hereunder. Contractor shall adequately protect adjacent property, as provided by applicable laws and regulations and pursuant to this Agreement. In the event of any damage to District property, Contractor shall immediately notify District of such damage.
- b. Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all laws, regulations and orders to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect at the site where Contractor's work is being performed, and maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against the hazards created by such features of construction.
- c. In an emergency affecting the safety of life or of a structure or of adjoining property, Contractor shall take all necessary and proper steps to prevent such threatened loss or injury. If practical, Contractor shall communicate with District, and shall be guided by District's directions and advice, but if the character of the emergency be such as to require

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action with such short limits of time or under circumstances rendering that impractical, then Contractor shall act independently and upon its own responsibility, subject to the direction and control of District, as soon as it may become practical to obtain the same.

1.5 Supervision of the Work. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform the Work in accordance with this Agreement. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed work complies accurately with this Agreement.

1.6 Guarantee of Work. Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every phase of the work described in an executed Task Order and to complete work in accordance with the terms of this Agreement. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of this Agreement. Contractor warrants that work including, without limitation, each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, drawings and specifications and all descriptions set forth therein, and all other requirements of this Agreement. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by this Agreement or the Task Order.

The undersigned Contractor hereby guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to District for a period of one year following the date of District's acceptance of the work completed ("Guaranty Period"), its unconditional warranty of the quality and adequacy of all of the work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the work. Neither final payment nor use or nor occupancy of the work performed by the Contractor shall constitute an acceptance of work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the work and pay for any damage resulting there from therefrom, which shall appear within the Guaranty Period.

If within the Guaranty Period, or such other period of time as may be prescribed by laws or regulations, or by the terms of this Agreement or any extended warranty or guaranty, any work is found to be defective, Contractor shall promptly (preferably within 48 hours of notification by District, but no later than 5 days following notification by District), without cost to District and in accordance with District's written instructions, correct such defective work. Contractor shall

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remove any defective work rejected by District and replace it with work that is not defective, and satisfactorily correct or remove and replace any damage to other work or the work of others resulting therefrom. If Contractor fails to comply promptly with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective work corrected or the rejected work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.

Observation and inspection of the Work shall not relieve Contractor of any of its obligations under this Agreement. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and paid for, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of this Agreement up to the end of the Guaranty Period.

This Guaranty is in addition to any other Contractor warranties of Contractor contained in this Agreement, and not in lieu of, any and all other Contractor liability imposed on Contractor under this Agreement and at law with respect to Contractor's duties, obligations, and performance. In the event of any conflict or inconsistency between the terms of this guaranty and any Contractor warranty or obligation of Contractor under the Agreement or at law, such inconsistency or conflict shall be resolved in favor the greater protection to the District.

1.7 Extended Warranties. Any warranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in work performed pursuant to this Agreement shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply District with all warranty and guarantee documents relative to equipment and materials incorporated in the project and guaranteed by their suppliers or manufacturers.

1.8 Safety. In accordance with generally accepted construction practices, Contractor shall be solely and completely responsible for the conditions of the portion(s) of the site associated with Contractor's work, including the safety of all persons and property during performance of the work. This requirement will apply continuously and shall not be limited to normal working hours. The duty, if any, of District to conduct construction reviews of Contractor's performance is not intended to include review of the adequacy of Contractor's safety measures in, on, or near the site. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with the work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by District, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to the Work, property or structures, and all injuries to persons, either on the site or constituting the Work (e.g., materials in transit), arising from the performance of the work under this Agreement from any cause. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and

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protection. Contractor shall notify owners of adjacent property and of underground facilities and utility districts when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

1.9 Assigned Personnel.

1.9.1 Removal of Personnel. 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.

1.9.2 Qualified Replacements. 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:

2.1 Lump Sum. For all services and incidental costs required hereunder, Contractor shall be paid on a lump sum basis in accordance with the Task Order authorizing such services and costs, 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. Each Task Order must include 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 bill[s] for payment in a form approved by District's Auditor and the District General Manager. The bill[s] shall identify the services completed and the amount charged.

The total payments to Contractor pursuant to this Agreement shall not exceed [insert amount] without the prior written approval of District. The total payments to Contractor pursuant to any single Task Order shall not exceed Sixty Thousand Dollars (\$60,000). Contractor exceeds said amounts at Contractor's own risk. 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.

2.2 Taxes. 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.

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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 12. 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. Term of Agreement. The term of this Agreement shall be from the Effective Date and terminate upon either the depletion of the not-to-exceed amount listed in Section 2.1 or on [REDACTED], whichever is earlier, unless the Agreement is terminated earlier in accordance with the terms herein. District, at its option, shall have the right to extend the Term of the Agreement for two additional one-year periods by providing notice to Contractor.
4. Termination.
 - 4.1 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 five (5) days written notice to Contractor.
 - 4.2 Termination for Cause. Notwithstanding any other provisions 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.
 - 4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within fourteen (14) days following the date of termination, shall deliver to District all materials and work product subject to Section 9.11 and shall submit to District an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
 - 4.4 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 expenses 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 District terminates the Agreement for cause pursuant to Section 4.2, 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.
 - 4.5 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of District. In addition, the District's General Manager, on consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the District.
5. Indemnification.

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5.1 Release. District and each of its officers, employees, consultants and agents, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the work; loss or damage to materials or other things used or employed in performing the work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or the character of the work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

5.2 Indemnification. Except for matters relating to Hazardous Materials (as defined below) or Environmental Laws (as defined below), none of which are covered by this Section 5.2, to the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), Contractor shall defend, indemnify, and hold harmless, District and each of its officers, employees, consultants and agents from claims, suits, actions, losses and liability of every kind, nature and description including, without limitation, claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with, or resulting from performance of the work, failure to perform the work, or condition of the work that is caused in whole or part by any act or omission of Contractor or its subcontractors, including anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except their sole negligence, willful misconduct, or active negligence.

5.3 Third party claims. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity including, without limitation, costs of defense, against District and each of its officers, employees, consultants and agents. District shall provide timely notice to Contractor of any third-party claim relating to this Agreement, in accordance with Public Contract Code Section 9201.

5.4 Effect of Insurance. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its subcontractors of any tier, or the officers or agents of any of them.

5.5 Survival. To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed herein shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the work or the terms of this Agreement. If Contractor fails to perform any of these defense or indemnity obligations, District may in its discretion back charge Contractor for District's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, and other agents to maintain insurance as described in Exhibit C, attached hereto.
7. Prosecution of Work. Performance of the services hereunder shall be completed with the time required herein; provided, however, that if the performance is delayed by earthquake, flood, high

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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 the number of days equal to the number of days Contractor has been delayed. When work is requested of Contractor by the District, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Task Order.

8. 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. The General Manager must authorize all 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 District's General Manager.

9. Representations of Contractor.

9.1 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.

9.2 Qualifications. In entering into this Agreement and any Task Order hereunder, the Contractor represents and warrants the following to the District (in addition to any other representations and warranties contained elsewhere in this Agreement) as an inducement to the District to execute this Agreement and related Task Orders:

- a. That it will perform all work called for hereunder in a good and workmanlike manner and in accordance with all legal requirements and this Agreement;
- b. That it is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the work and perform its obligations hereunder;
- c. That it is a sophisticated contractor who possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence of projects of the size, complexity and nature of the project to be performed, and it will perform the work with care, skill and diligence of such a contractor;

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- d. That it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the work and perform its obligations hereunder;
- e. That it is authorized to do business in the State of California and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the work; and
- f. That its execution of this Agreement and its performance thereunder is within its duly authorized powers.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations and performance hereunder. The Contractor's liability hereunder shall survive the District's final acceptance of and payment for the work and any termination or expiration of this Agreement. The Contractor acknowledges that the District is relying upon the Contractor's skill and experience in connection with the work called for hereunder.

9.3 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, workers' 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 4 above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.4 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.

9.5 Cost Disclosure. In accordance with Government Code section 7550, Contractor agrees to state in a separate section in any filed report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the report.

9.6 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.

9.7 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

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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.

9.8 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County 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 is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.9 Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis including, without limitation, the District's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference

9.10 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.

9.11 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.

9.12 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

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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 throughout this Agreement without the express written permission of District.

10. Prevailing Wages.

10.1 General. Contractor shall pay to persons performing services 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 County 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.

Prevailing wage information can be found at

<https://dir.ca.gov/OPRL/DPreWageDetermination.htm> .

10.2 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.

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

10.4 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

Attachment 3: *Sample Agreement*

1725.5, 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, *et seq.*

10.5 Payment Bond. For any Task Order project in excess of \$25,000, Contractor shall furnish a labor and material payment bond in the full amount of the Task Order Sum to remain in effect until the date the work subject to the Task Order is accepted by District. Said bond shall be in the form set forth in Exhibit D, and shall be issued by a surety authorized to transact business in the State of California.

11. Precedence of Authorities.

11.1 Drawings; Specifications. Whenever drawings or specifications require higher standards than are required by any applicable law, ordinance, regulation or order, the drawings and specifications shall govern. Whenever drawings or specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern. Where drawings or specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, the drawings and specifications shall take precedence so long as such increase is legal. Where no requirements are identified on drawings or in specifications, Contractor shall comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.

11.2 Regulatory Standards. For conflicts between referenced regulatory requirements, Contractor shall comply with the one establishing the more stringent requirement. For conflicts between referenced regulatory requirements and this Agreement, Contractor shall comply with the one establishing the more stringent requirement.

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 12 limits District's rights to terminate this Agreement pursuant to Article 4.

Attachment 3: *Sample Agreement*

13. Assignment and Delegation. Neither party shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the District, and no such transfer shall be of any force or effect whatsoever unless and until the other party has so consented.
14. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

TO DISTRICT:

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

Invoices may be electronically submitted to: aposd.ap@sonoma-county.org

TO CONTRACTOR:

[REDACTED]

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile, the notice bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U. S. Mail, (2) the sender has a written confirmation of the facsimile transmission, and (3) the facsimile is transmitted before 5:00 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

15. Miscellaneous Provisions.

15.1 District's Remedies for Breach. In the event Contractor should refuse or should fail to make prompt payment to subcontractors or suppliers, or disregard any legal requirements or the instructions of the District, or otherwise violate any provision of this Agreement, then the District, may, without prejudice to any other right or remedy, and after giving the Contractor three (3) days' written notice, terminate the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum shall exceed the expense of finishing the Work, including the compensation for additional

Attachment 3: *Sample Agreement*

managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the District within thirty (30) days of District's written demand therefor.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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. To the extent allowed by law, the parties agree that 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.

15.7 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.

Attachment 3: Sample Agreement

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

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

15.10 Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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Attachment 3: Sample Agreement

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

CONSULTANT: **Contractor Business Name**

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By: _____
Responsible Party Name, Title

By: _____
Misti Arias,
General Manager

Date: _____

Date: _____

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: _____
Name, Program,
Program Manager

Date: _____

APPROVED AS TO FORM BY:

By: _____
Name,
Deputy County Counsel

CERTIFICATES OF INSURANCE ON
FILE WITH THE DISTRICT:

By: _____
Name,
Administrative Aide

Date: _____

Insurance Requirements #1

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 County. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County'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 County.
- 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, County 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 \$100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- 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 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 County.
- 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. 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 County as specified in Sections 1 – 3 above.

The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma Agricultural Preservation and Open Space District, its officers, agents, and employees, 747 Mendocino Avenue, Santa Rosa, CA 95401.

- b. 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.
- c. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- d. 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. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Insurance Requirements #2

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 County and a Notice to Proceed has been issued. Any requirement for insurance to be maintained after completion of the Work shall survive the Agreement.

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

1. Workers Compensation and Employers Liability Insurance

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

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: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County 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 \$100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

- 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 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. Additional insured status shall continue 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 County.
- 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;
 - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
 - iii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$2,000,000 combined single limit per accident.
- b. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- c. Insurance shall cover all owned, hired and non-owned autos.
- d. The policy shall include an MCS-90 endorsement if required by the Motor Carrier Act of 1980.
- e. The policy shall include a Pollution Liability endorsement (ISO form CA 99 48 or equivalent).
- f. The County of Sonoma, its officers, agents and employees shall be defined as insureds under the policy or shall be endorsed as additional insureds.
- g. Required Evidence of Insurance:
 - i. Copy of the endorsement or policy language indicating that County is an insured;
 - ii. Copy of the MCS-90 endorsement if required;
 - iii. Copy of pollution liability endorsement; and
 - iv. Certificate of Insurance.

4. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$2,000,000 per pollution incident; \$4,000,000 annual aggregate. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- b. The insurance shall cover:
 - i. bodily injury, sickness, disease, sustained by any person, including death;
 - ii. property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - iii. cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
 - iv. defense costs, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims; and
 - v. liability assumed by Contractor under a written contract or agreement.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- e. Insurance shall be continued for one (1) year after completion of the Work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- f. Sonoma County Agricultural Preservation and Open Space District, its officers, agents, and 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. Additional insured status shall continue for one (1) year after completion of the Work.
- g. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- h. The policy shall cover inter-insured suits between the Contractor and the additional insureds and include a "separation of insureds" or "severability" clause which treats each insured separately.
- i. Required Evidence of Insurance:
 - i. Additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that Insurance is primary and non-contributory; and
 - iii. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.

5. 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.

6. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma Agricultural Preservation and Open Space District, its officers, agents, and employees, 747 Mendocino Avenue, Santa Rosa, CA 95401.
- c. Required Evidence of Insurance shall be submitted 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.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

7. Policy Obligations

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

8. 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. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Insurance Requirements #3

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 County. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County'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 County.
- 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 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, County 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 \$100,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- 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 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 (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 County.
- 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. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$2,000,000 Aggregate. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.

- b. The policy shall cover:
 - i. bodily injury, sickness, or disease sustained by any person, including death;
 - ii. property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - iii. cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
 - iv. loss arising from pollutants including but not limited to fungus, bacteria, asbestos, lead, silica, and contaminated drywall;
 - v. contractual liability coverage for liability assumed by Contractor under a written contract or agreement;
 - vi. claims arising from owned and non-owned disposal sites utilized in the performance of this Agreement.
 - vii. inter-insured suits between the additional insureds and Contractor and shall include a "separation of insureds" or "severability" clause which treats each insured separately.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of Work.
- e. Contractor shall maintain the insurance for one (1) year after completion of the Work. If the insurance is on a Claims-Made basis, the continuation coverage may be either: (a) a renewal of the existing policy; (b) an extended reporting period endorsement; or (c) a replacement insurance policy with a retroactive date no later than the commencement of the Work.
- f. Sonoma County Agricultural Preservation and Open Space District, its officers, agents, and 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 (1) year after completion of Work under this Agreement.
- g. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
 - iii. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.

5. 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

6. Documentation

- a. 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 County as specified in Sections 1-4 above.
The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma Agricultural Preservation and Open Space District, its officers, agents, and employees, 747 Mendocino Avenue, Santa Rosa, CA 95401.
- b. 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.
- c. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- d. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

7. Policy Obligations

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

8. 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. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



COUNTY OF SONOMA

Sonoma County Public Infrastructure Purchasing Division

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

DECLARATION OF LOCAL BUSINESS FOR SERVICES

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

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

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

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

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

1. Legal name of business: _____

2. Physical address of the principal place of business:

3. Business license issued by incorporated city within the County:

License Number _____ Issued by: _____

Authorized Signature: _____ Date: _____

Printed Name & Title: _____

Rev. C

Rev. Date 02/01/2023



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Living Wage Solicitation Form

1. A five percent (5%) weighting preference shall be provided to any service contractor who certifies that at least fifty percent (50%) of the workforce that will be used to perform the service contract will be Sonoma County residents. Said weighting preference shall be applied in accordance with the procedures set forth in the County's Local Preference Policy for Services.

The undersigned complies with the statement above.

☐ Yes

☐ No

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

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

☐ No

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

Authorized Signature: _____

Date: _____

Printed Name and Title: _____

Organization Name: _____

The Living Wage Ordinance can be found at:
<https://sonomacounty.ca.gov/living-wage-self-certification-for-suppliers>

Revision Date: 02/01/2023