

WILDWOOD DEBRIS JAM REMOVAL PROJECT

funded by a grant from the

Partners for Fish and Wildlife Program through Sonoma Water (TW 25/26-132)

and the

**Emergency Coastal Resiliency Program through the National Fish and Wildlife Foundation (ID
0318.22.074635)**

sponsored by the

SONOMA RESOURCE CONSERVATION DISTRICT

REQUEST FOR COST PROPOSAL

Solicitation Issue Date: August 3, 2026

Responses Due: September 1, 2026 by 5pm

Please submit proposals electronically to cnicol@sonomarc.d.org

Hard copy proposals will not be accepted



Construction Project Manager

1221 Farmers Lane, Suite F

Santa Rosa, CA 95405

(707) 569-1448

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WILDWOOD DEBRIS JAM REMOVAL

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WILDWOOD DEBRIS JAM REMOVAL PROJECT

INSTRUCTIONS TO BIDDERS

INTRODUCTION

The construction of this project, **WILDWOOD DEBRIS JAM REMOVAL**, is being implemented by the Sonoma Resource Conservation District (SRCD) funded by a grant from the Partners for Fish and Wildlife Program through Sonoma Water (TW 25/26-132) and the Emergency Coastal Resiliency Program through the National Fish and Wildlife Foundation (ID 0318.22.074635). The SRCD is a division of state government and is responsible for conservation of soil, water, and related resources on parcels with agricultural conservation easements.

For the purposes of the bid documents, “Owner” shall mean the SRCD Board of Directors, “Project Manager” shall mean Sonoma Resource Conservation District, 1221 Farmers Lane, Suite F, Santa Rosa, CA 95405. “Landowner” shall refer to the landowner on whose property the project is being implemented. Project Manager will review and approve all work for payment, provide daily management, and project supervision.

SCOPE OF WORK

The project, hereinafter known as “Project,” consists of removing an accumulation of post-fire debris in Santa Rosa Creek. The jam is approximately 180 feet long and 45 feet wide, consisting of brush and logs. The project will remove the debris from the stream, chip or grind the material, and spread it in the uplands of the project property. After removal, erosion control will be installed. The installation of native revegetation and irrigation are included as an add/alternate task.

This request for proposal is to supply all labor, equipment, materials, and miscellaneous items necessary to implement the measures as specified and outlined in the plans and specifications attached.

LOCATION

The project is located in Santa Rosa Creek watershed near Santa Rosa, California. The individual project addresses will be provided prior to the bid walk.

SUBMISSION OF COST PROPOSAL

The submission of a Cost Proposal shall constitute certification by the bidder that they have:

- A. Attended the mandatory bid tour to review the site.
- B. Developed their own plan takeoffs for determination of materials quantities.
- C. Familiarized themselves with all federal, state and local laws, ordinances, rules, and regulations that affect the work.
- D. Have examined and understand the bid documents, plans, and specifications.

Bids will only be considered for acceptance if they are accompanied by the following:

- Cost Proposal
 - Estimated Work Timeline
 - Add on Work Rates
 - Subcontractors
 - Certification Statement
 - Check List for Labor Law Requirements

Any bids submitted without these essential components will not be considered for acceptance.

A mandatory bid tour will be scheduled to take place per Schedule on following pages.

Please contact Colin Nicol, Water Resources Project Manager, (707) 569-1448, ext. 125 and/or email cnicol@sonomarc.d.org to RSVP and get location for the tour.

Submit the Request for Cost Proposal (RFCP) package eleven (11) days after bid tour, per the Schedule on following pages.

Deliver RFCP to: cnicol@sonomarc.d.org

PREVAILING WAGES

This Contract is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the Project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a “public work” by the State of California. This includes: construction, demolition, repair, alteration, maintenance and even the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This includes service and warranty work on public buildings and structures.

The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the SRCD's office, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to SRCD, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by SRCD or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

In addition to submitting the certified payrolls and related documentation to SRCD, the contractor and all subcontractors shall be required (for all projects awarded after April 1, 2015) to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.

SRCD shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., SRCD may continue to hold sufficient funds to cover estimated wages and penalties under the Contract.

All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

ENVIRONMENTALLY SENSITIVE AREAS

This construction site is considered an environmentally sensitive area. The contractor shall take all precautions and measures necessary to protect the environmental integrity of the site including, but not limited to, the protection of all plants, animals, and aquatic life. Additional precautions concerning active waterways may need to be considered during debris removal. Please reference applicable permits for further information.

The following items are an integral aspect of this construction project, and are to be reviewed before construction begins:

- A) Permits are required. Please see permit section below for more information.
- B) Contractor shall have emergency spill cleanup gear (spill containment and absorption materials) and fire equipment available on site at all times. These items are to be reviewed by the Project Manager before construction begins.
- C) Access to the site must be thoroughly reviewed with the Project Manager. Exact location of access way, number of trips planned, and type of vehicles used shall be discussed. Contractor shall be responsible for repairing riparian vegetation and/or private property not highlighted in the disturbance areas at his/her own cost above and beyond the scope of work.
- D) Trash, litter, construction debris, cigarette butts, etc., must be stored in a designated area approved by the Project Manager or removed from the site at the end of each working day. Upon completion of work, contractor is responsible for removing all of these unwanted items to the satisfaction of the Project Manager.

CONTRACT DOCUMENTS

Attached to this RFCP package is Exhibit 2: Sample Contract and Grant Award Documents. Bidders are expected to thoroughly examine and understand the contents of each of these documents, which contain pertinent and specific information regarding every aspect of project construction. These contract documents will be included in the final contract made between the successful bidder and the SRCD.

CONSTRUCTION REFERENCES

The latest edition of the Standard Specifications of the State of California, Division of Transportation, shall govern operations and materials (but not pricing) for this project except where otherwise indicated in the specifications and on the plans.

LICENSES

This job requires a California State Contractor's License.

BONDING

If the Contract value is greater or equal to one hundred thousand dollars (\$100,000), the CONTRACTOR shall provide a performance bond in favor of the SRCD in the amount of one hundred percent (100%) of the contract price and a labor and materials bond in favor of the SRCD in the amount of one hundred percent (100%) of the contract price.

PROJECT TIMELINE

Date	Item	Notes
August 21 st , 2026	Bid Tour	You must RSVP by calling Colin Nicol at (707) 569-1448 x 125 or email cnicol@sonomarc.d.org
August 25 th , 2026	Questions Due	All questions regarding the Cost Proposal must be in by 5:00pm. Questions shall be emailed to Colin Nicol at cnicol@sonomarc.d.org .
August 26 th , 2026	Questions Answered	All questions shall be answered and sent to all Contractors at bid tour via email by 5:00pm.
September 1 st , 2026	Proposals Due	<u>Cost Proposals and Required Attachments</u> are due by 5:00pm.
September 16 th , 2026	Tentative Contract Executed	Contractor enters into a bona fide contract with SRCD: contract signed, insurance provided, W-9 paperwork submitted and bonds issued.
September 21 st , 2026	Construction Start	Construction and inspections may begin.
October 15, 2026	Construction Completion Deadline	Last day of work allowed by permits.

The SRCD would like to complete construction within 15 working days (defined as Monday-Friday, excluding weekends, holidays and rain days) and within the deadline for completion of work defined in the Timeline above. Contractor shall submit a planned construction schedule to the Project Manager that conforms to the project timeline, which may be adjusted for delays such as inclement weather or saturated soil conditions at the discretion of the SRCD. Contractors will be responsible for communicating project delays and potential problems to the Project Manager immediately. No work shall begin until authorized by the SRCD. A pre-construction meeting will be held with the successful bidder, the landowner, and the SRCD agent prior to start of work at each site.

PERMITS

The SRCD has or will obtain the following permits. Copies of permits will be provided to the Contractor and shall be available at the construction site at all times. No construction work may occur until all permits are available.

1. California Department of Fish and Wildlife Lake and Streambed Alteration – 1600
2. State Water Resources Control Board Dredge Fill – 401

INSPECTIONS

Work performed on this project shall be subject to regular inspections by the SRCD Project Manager. The Contractor shall not cover up any work prior to these inspections. Inspection shall occur during construction and at job completion. Contact Project Manager for observation points.

Points of inspection by SRCD for construction:

1. Mobilization and site prep
2. Removal of debris
3. Initial chipping of debris
4. Initial spreading of debris
5. Erosion prevention
6. Planting and Irrigation Install (add/alt task)
7. Construction completion

PRE-CONTRACTUAL EXPENSES

No reimbursement will be made by the RCD for costs incurred in the preparation of the response to this Request for Proposal. Submitted materials will not be returned and become the property of the RCD. The RCD shall not, under any circumstances, be liable for any pre-contractual expenses incurred by Respondents in the preparation of their Proposals. Respondents shall not include any such expenses as part of their Proposals. Pre-contractual expenses are defined as expenses incurred by the Respondent in preparing its Proposal in response to this solicitation, submitting the Proposal to the RCD, negotiating with the RCD on any matter related to the Proposal, and any other expenses incurred by the Respondent prior to the date of award and execution of an Agreement.

GENERAL CONDITIONS

The RCD reserves the right to:

- Reject any or all Proposals as described further below;
- Select the Proposal most advantageous to the RCD;
- Verify all information submitted in the Proposal;

- Withdraw this solicitation at any time without prior notice and furthermore, makes no representation that any Agreement will be awarded to any Respondent responding to this solicitation;
- Award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as the RCD may deem to be in its best interests;
- Negotiate the final Agreement with any Respondent(s) as necessary to serve the best interests of the RCD;
- Amend this solicitation;
- Amend the first Agreement to incorporate necessary attachments and exhibits or to reflect negotiations between the RCD and the successful Respondent.

RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm or individual of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the RCD and the firm selected. The RCD reserves the right without prejudice to reject any or all proposals.

COST PROPOSAL

To: Executive Committee, Sonoma Resource Conservation District

From: (Name of Contractor): _____

We, the undersigned, having familiarized ourselves with local conditions affecting the cost of work to be done, along with the cost proposal and contract documents, hereby propose to provide and furnish all labor, materials, utilities, transportation, and equipment of all types and kinds and to complete, ready for use, all work as specified and outlined in the Project Plans and Specifications, and as are described below in this Request for Cost Proposal.

We, the undersigned, agree to perform all of the above work to its completion and to the satisfaction of the SRCD for the rates and prices for said work as indicated below.

We, the undersigned, understand that the contract is a not to exceed lump sum contract. The Contractor cannot be paid over the sum not to exceed without a change order from the Project Manager. The Contractor must bid on all parts of this project. The SRCD will not be responsible for any loss of anticipated profits due to reductions in the size of the contract.

The project involves all of the work indicated on the attached plans and specifications. Please provide cost estimates for the following work:

Wildwood Debris Removal Project

Treatment Type	Est. Amt.	Total
Mobilization	1 time	
Site Prep	Lump Sum	
Debris removal	Lump Sum	
Debris chipping	Lump Sum	
Debris hauling and spreading	Lump Sum	
BMPs: Erosion prevention and sediment control measures.	Lump Sum	
TOTAL BID:		\$

Add/Alternates	Est. Amt.	Total
Native revegetation: Plants, materials for planting, and labor	Lump Sum	
Irrigation: Irrigation install or hand water, 5 years of operation	Lump Sum	

Total Bid (excluding Add/Alternates):

\$_____ (in words)

Estimated Work Timeline: Attach a sheet to the Cost Proposal that indicates approximately by date when Project milestones are expected to be started and completed. This is for SRCD initial planning purposes only and is not a schedule to which CONTRACTOR will be held.

Add-on work

Proposals for additional work or materials that would increase the cost of the contract must be submitted and approved before the materials are purchased or the work is done. For add-on work, if requested, the following equipment, labor, and materials rates will be used to determine compensation:

- A) Materials purchased and delivered to the site: Contractor's purchase cost, as documented by sales receipts, plus ____ percent for contractor handling and profit
- B) List all equipment you expect to use on the project and a cost per hour, including the operator.

_____, \$ _____/hour

_____, \$ _____/hour

_____, \$ _____/hour

_____, \$ _____/hour

- C) For labor costs per hour, list all classifications of labor or individuals and a rate per hour.

_____, \$ _____/hour

_____, \$ _____/hour

_____, \$ _____/hour

Subcontractors

List (if any) subcontractors you are planning to use on this project. Provide company name and California license number and classification.

Name of Subcontractor _____
License # _____ Classification _____
Name of Subcontractor _____
License # _____ Classification _____

Certification Statement

I hereby certify that:

1.) all of the statements herein made by me are made on behalf of:

A.) a corporation organized and existing under the laws of the State of California,
governed by:

President _____

Vice-President _____

Secretary _____

Treasurer _____

or B.) a partnership consisting of: _____

and _____;

or C.) an individual trading as: _____

in the County of _____, State of _____

- 2.) that I have thoroughly examined the plans and specifications, contract documents and all other items bound herein;
- 3.) that I have carefully prepared this Cost Proposal form and have checked the same in detail before submitting this bid;
- 4.) that I have full authority to make such statements and to submit this bid on the Company's behalf; and
- 5.) that the statements herein are true and correct.

Signature _____ Date _____

By _____ Title _____

Calif. Contractor's License No. _____ Classification _____ Expires _____

Name of Qualifier for License _____

Federal Tax Identification No. _____

Company Address _____ Phone _____

Project Representative _____

Representative's Phone No. _____

See checklist of Labor Law Requirements (next page)

Checklist of Labor Law Requirement

Suggested Checklist of Labor Law Requirements to Review at Prejob Conference, Section 16421, with suggested Certification by subcontractor.

The federal and state labor law requirements applicable to the contract are composed of but not limited to the following items:

- (1) The contractor's duty to pay prevailing wages under Labor Code Section 1770 et seq., should the project exceed the exemption amounts;
- (2) The contractor's duty to employ registered apprentices on the public works project under Labor Code Section 1777.5;
- (3) The penalties for failure to pay prevailing wages (for non-exempt projects) and employ apprentices including forfeitures and debarment under Labor Code Sections 1775 and 1777.7;
- (4) The requirement to keep and submit copies upon request of certified payroll records under Labor Code Section 1776, and penalties for failure to do so under Labor Code Section 1776(g);
- (5) The prohibition against employment discrimination under Labor Code Section 1777.6; the Government Code, and Title VII of the Civil Rights Act of 1964;
- (6) The prohibition against accepting or extracting kickback from employee wages under Labor Code Section 1778;
- (7) The prohibition against accepting fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works under Labor Code Section 1780;
- (8) The requirement to list all subcontractors under Public Contracts Code Section 4104;
- (9) The requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law, found at Business and Professions Code Section 7000 et seq;
- (10) The prohibition against unfair competition under Business and Professions Code Sections 17200-17208;
- (11) The requirement that the contractor be properly insured for Workers Compensation under Labor Code Section 1861;
- (12) The requirement that the contractor abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project;
- (13) The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.
- (14) The requirement to provide itemized wage statements to employees under Labor Code Section 226.

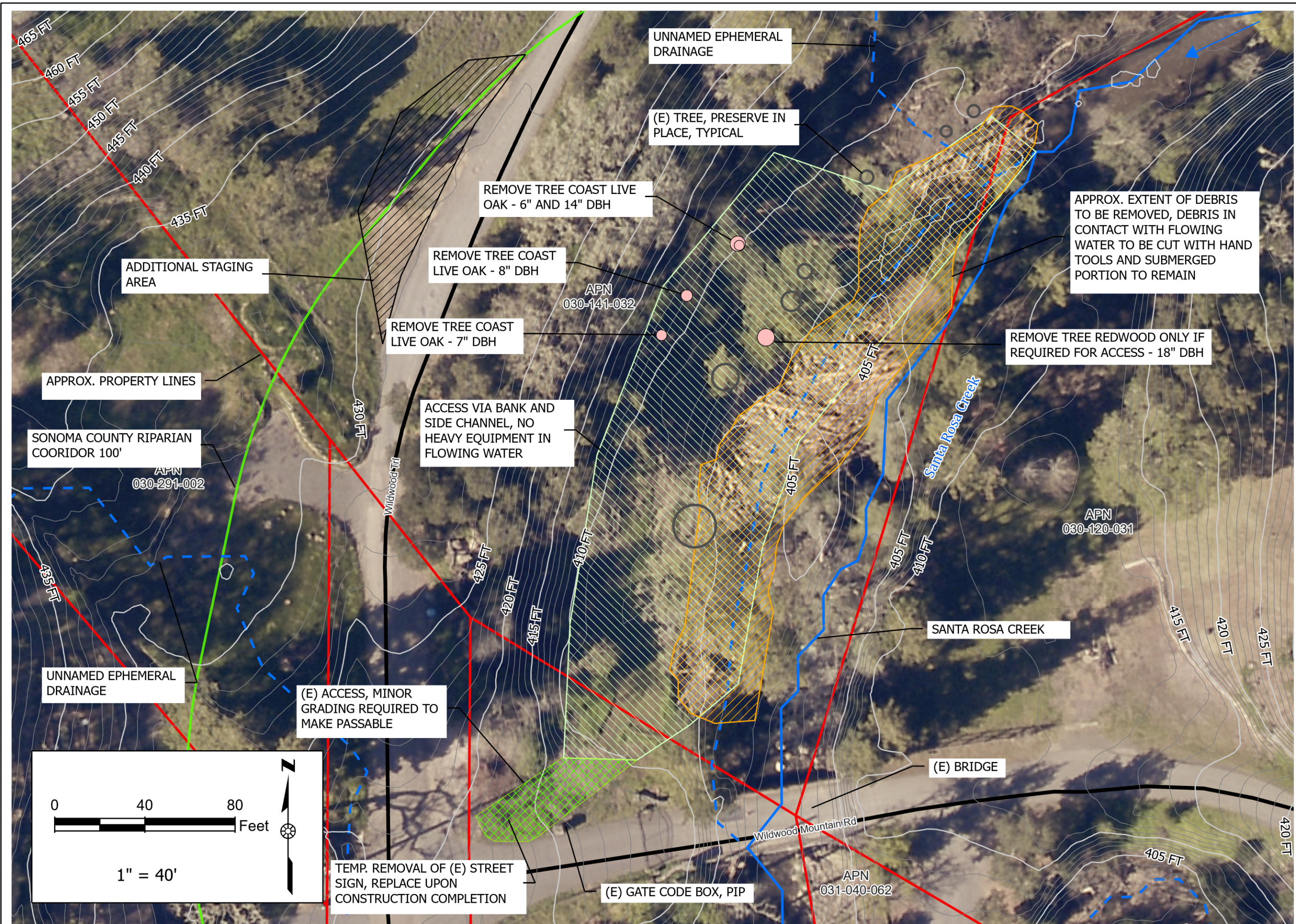
Certification:

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____.

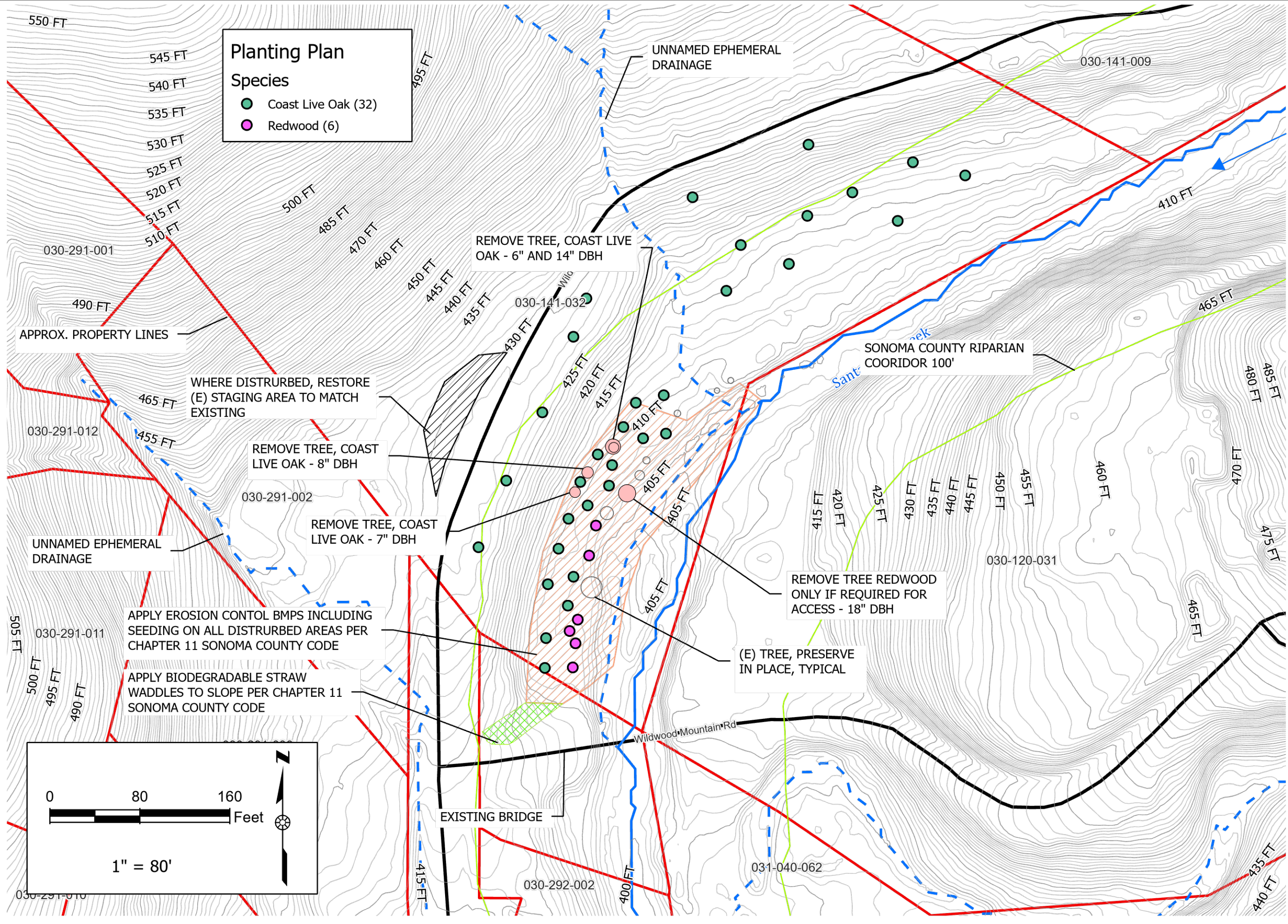
Date

Name of person signing and company

Exhibit 1: Project Plans and Specifications



Revisions	By	
	Date	
	No.	
APN 030-141-032 SANTA ROSA, CA		Date: 6/17/2026 Scale: As Shown Designed by: CN Drawn by: JP Checked by: JP
SANTA ROSA CREEK WILDWOOD POST FIRE DEBRIS REMOVAL 2026		
DEBRIS REMOVAL PLAN		
Sheet No. C1		
Sheet 1 of 3		





Revisions	
No.	Date

APN 030-141-032 SANTA ROSA, CA	Date: 6/17/2026 Scale: As Shown Designed by: CN Drawn by: JP Checked by: JP
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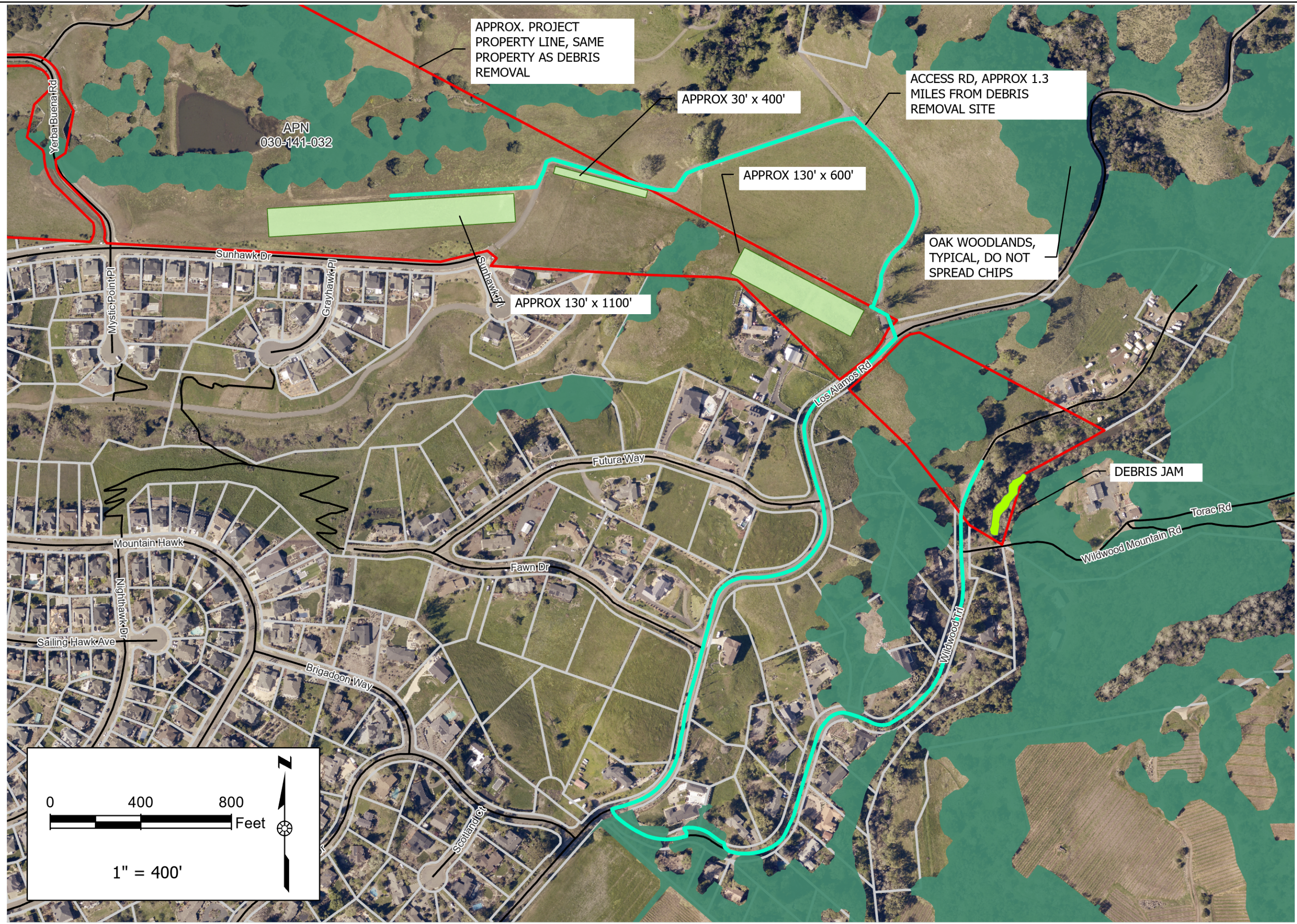
SANTA ROSA CREEK
WILDWOOD POST FIRE DEBRIS REMOVAL
2026

RESTORATION PLAN

Sheet No.

C2

Sheet 2 of 3





Revisions	
No.	Date

APN 030-141-032
SANTA ROSA, CA

Date: 6/17/2026
Scale: As Shown
Designed by: CN
Drawn by: JP
Checked by: JP

SANTA ROSA CREEK
WILDWOOD POST FIRE DEBRIS REMOVAL
2026

WOOD CHIP SPREADING PLAN

Sheet No.

C3

Sheet 3 of 3

**Exhibit 2: Sample Contract and
Grant Award Documents**

**CONTRACT BETWEEN SONOMA RESOURCE CONSERVATION DISTRICT
AND FULL COMPANY NAME
FOR PROJECT NAME**

Sonoma Resource Conservation District, a Special District of the State of California under Division 9 of the California Public Resources Code, hereinafter referred to as "SRCD," hereby enters into a contract (Contract) with Full Company Name, a type of company, hereinafter referred to as "Contractor", for PROJECT NAME, hereinafter known as "Project."

TERMS AND CONDITIONS

1. **Effective date and duration:** This Contract shall become effective upon signing of both parties and shall be in effect until MONTH DAY, 20XX, or such time as may be extended by permissible delays.
2. **Termination:** Either party shall have the right to terminate this Contract for any reason upon 30-day written notice to the other party. In the event of such termination, Contractor shall be entitled to payment for all work performed on the Project prior to such termination.
3. **List of Attachments:** The following documents are attached hereto and made a part hereof:
 - Exhibit A: Scope of Work (Exhibit A)
 - Exhibit B: Rate Schedule (Exhibit B)
 - Exhibit C: Grant Award Documents (Exhibit C)
 - Exhibit D: Protocols for Emergencies and Unexpected Events (Exhibit D)
 - Exhibit E: IRS Form W-9 (Exhibit E)
4. **Contractor Responsibilities:**
 - A. Contractor shall provide services to the SRCD as described in Exhibit A.
 - B. Contractor shall supply all labor and equipment needed to complete work as directed in this Contract.
 - C. Work will be performed on a unit price, lump sum, or time and materials not to exceed basis as reflected in the project proposal in Exhibit B.
 - D. Final report and invoice will be due by MONTH DAY, 20XX. **DELETE THIS LINE IF NOT RELEVANT.**
5. **Total Costs:** Not to exceed \$X without written authorization from SRCD. Additional work exceeding Total Cost will not be authorized without a Change Order. Change Order requires agreement by Contractor and SRCD on scope, cost, and schedule. No work shall start until an approved Change Order is in place.

6. **Invoices:** Contractor will provide copies of invoices and receipts for purchases of any materials, supplies, or outside services with invoices. Invoices shall include a detailed description of services rendered and should reference the Contract No. xx.
- Invoices shall be emailed to name of contract manager at email of contract manager.
 - Contractor shall submit invoices by the 10th of the month for services provided or qualifying expenditures made during the previous month.
7. **Bonding:**
8. **Compliance with Applicable Laws:** In the performance of the work provided by this Contract, Contractor and SRCD shall comply with all applicable Federal, State and local laws, rules, ordinances, codes, and regulations (collectively "Laws") that are applicable to the subject matter of this Contract, inclusive of all orders issued by the Health Officer of the County of Sonoma. Furthermore, Contractor is informed and aware that this Contract is funded by a federal grant from X, which grant is conditioned upon various terms which apply to Contractor. Contractor has reviewed the grant award documents attached hereto as Exhibit C and hereby agrees to comply with them to the extent they apply to a subcontractor.
9. **SRCD Responsibilities:**
- Certifications and Registrations:** SRCD will be responsible for obtaining certificates and registrations necessary for compliance with all state, county and federal mandates present for work in the area described.
 - Site Access:** SRCD will provide site access to Contractor personnel for the purpose of completing the work described in this Contract.
 - Payments:** Project is funded by xxx (Funder). The Funder will withhold up to ten percent (10%) of the total approved amount until the grant is completed. **Payments will be made to Contractor on the following schedule:**
 - SRCD will send payment to Contractor within 30 days of reimbursement from the Funder to the address below.** A completed Exhibit E must be on file with SRCD for payment to be issued.
 - SRCD will reimburse retention funds to Contractor within 30 days of reimbursement by the Funder.**

xx

Contact

Address

All inquiries regarding payments should be directed to:

Adrienne Pettit, Director of Finance

707-569-1448 x105

apettit@sonomarc.org

10. **Status of Contractor:** Contractor, in performing the services specified herein, shall act as an independent contractor. Nothing in this Contract shall be construed as creating a joint venture, partnership, employer/employee, or similar relationship between the Parties.
11. **Warranty:** For a period of one year after completion of the Project, Contractor shall provide a full warranty to the landowner for all work completed by it and shall replace or repair any work or materials that fail to function properly at no charge to the landowner or SRCD. Contractor shall also repair any surrounding areas, material or equipment that are damaged due to any negligence of Contractor for work completed within the one-year warranty period.
12. **Ownership:**
 - A. **Ownership of Skills and Knowledge:** Contractor shall retain all rights to approaches, skills, knowledge and experience acquired by Consultant during the Term of this Agreement.
 - B. **Ownership of Work Product:** All tangible and intangible results created by or on behalf of Consultant in the course of performing the services specified herein, together with any and all intellectual property rights therein, (collectively, the "Work Product") shall become the sole and exclusive property of the SRCD. As such, Contractor acknowledges and agrees that (i) all copyrightable aspects of the Work Product are deemed "works made-for-hire" as that term is defined by the United States Copyright Act, 17 U.S.C. Sections 101, et. seq.(or any successor thereto); and (ii) that SRCD is the exclusive owner of all right, title and interest, including the copyright and any and all other intellectual property rights, in and to the Work Product. To the extent that title to any such Work Product may not vest in SRCD by operation of law, or that any such Work Product may not be considered a "work made-for-hire," all right, title, and interest therein are hereby irrevocably assigned to SRCD exclusively throughout the world.
 - C. **Pre-Existing Intellectual Property:** Contractor will not incorporate any intellectual property owned by Contractor or any third party into any Work Product without SRCD's prior written permission, and agrees that the entire Indemnification Clause of Section 13 specifically applies to any third party claims associated with breach of this section.
 - D. **Pre-Existing Materials:** Contractor shall retain ownership of any materials that Contractor owned or had an interest in prior to the Effective Date ("Pre-Existing Materials"). If Contractor incorporates any Pre-Existing Materials into any Work Product, Contractor hereby grants to SRCD a nonexclusive, royalty-free, perpetual, irrevocable, transferable, sublicensable, worldwide license to fully use

and exploit the Pre-Existing Materials to the extent necessary to derive all value from the Work Product.

13. **Indemnification:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend the SRCD, its directors, employees, agents and volunteers, and each of them, and the property owner where the work is being performed, from and against:

- a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury or death of any person including SRCD and/or Contractor, or any directors, officers, employees, or volunteers of the SRCD or Contractor, or the property owner, and damages to or destruction of property of any person, including but not limited to, SRCD and/or Contractor and their directors, officers, employees, agents and volunteers, and/or the property owner, arising out of Contractor negligent performance of the services to be performed under this Contract, except liabilities arising from negligence or willful misconduct of the SRCD or its directors, officers, employees, agents or volunteers;
- b) Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation related to the Project, compliance with which is the responsibility of Contractor; and
- c) Any and all losses, expenses, damages (including damages to the work itself), reasonable attorneys' fees, and other costs, including the costs of defense which may incur with respect to the negligent failure, or negligent refusal of Contractor to perform all its obligations under the Contract.

SRCD agrees to indemnify Contractor from any claims, damages, losses and costs, including, but not limited to, reasonable attorney's fees and litigation costs, to the proportionate extent caused by negligence, or willful misconduct of SRCD.

14. **Commercial General Liability and Automobile Liability Insurance:** Contractor shall provide proof of insurance, and shall name SRCD, its directors, officers, employees, agents and volunteers as additional insureds in Additional Named Insured Endorsement(s) for insurance coverage, in insurance policies with coverage at least as broad as the following for both commercial general liability and automobile liability insurance:

- A. Insurance Services Offices Commercial Liability coverage (Occurrence Form CG 0001)
- B. Insurance Service Offices Form Number CA 0001 covering Automobile Liability, Symbol 1 (any auto)
- C. **General Liability:** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used either the general aggregate limit

shall apply (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the SRCD) or the general aggregate limit shall be twice the required occurrence limit.

- D. Automobile Liability: One million dollars (\$1,000,000) for bodily injury and property damage for each accident limit.
 - E. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, and completed operations liability.
 - F. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
 - G. Contractor shall provide proof of insurance to the SRCD upon the signing of this Contract and shall provide the Additional Named Insured Endorsement(s) prior to beginning any work.
15. **Workers' Compensation and Employer's Liability Insurance**: Contractor shall provide proof of insurance verifying that it is insured (or be qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.
16. **Prevailing Wage**: The Project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractor and all subcontractors who perform work on the Project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California. This includes construction, demolition, repair, alteration, maintenance, and even the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. Service and warranty work on public buildings and structures is also included.

The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the SRCD's office, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about

such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

The public entity for which work is being performed or the California Department of Industrial Relations (DIR) may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to SRCD, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by SRCD or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

In addition to submitting the certified payrolls and related documentation to SRCD, Contractor and all subcontractors shall be required (for all projects awarded after April 1, 2015) to submit certified payroll and related documents electronically to the DIR. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.

SRCD shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., SRCD may continue to hold sufficient funds to cover estimated wages and penalties under the Contract.

All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to trucking, surveying, and inspection work must be registered with the DIR as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

[Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.]

17. **Contractor's State License:** Contractor shall provide copy of current California state license, where applicable.
18. **Attorney Fees, Applicable Law and Forum:** In the event either party brings an action or proceeding for damages arising out of the other's performance under this Contract or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorney fees and costs as part of such action or proceeding. This Contract shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Contract or the breach thereof shall be brought and tried in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
19. **Nondiscrimination:** Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in regard to non-discrimination. Contractor agrees not to unlawfully discriminate, harass, or to allow harassment against any employee or applicant for employment based on race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran and/or military status, and any other status protected by state or federal law.
20. **No Waiver:** The waiver by either party of any breach or violation of any requirement of this Contract shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Contract.
21. **Consent:** Wherever in this Contract 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.
22. **Assignment and Delegation:** Neither party hereto shall assign, sublet, or transfer interest in or duty under this Contract without the written consent of the other, and no assignment shall be in force or effect whatsoever unless and until the other party shall so have consented.
23. **Severability:** If any provision of this Contract, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Contract.
24. **Authority to Contract:** Contractor and SRCD each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Contract.
25. **Notices:** Notice required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent first-class mail. Notice shall be deemed to be effective two (2) days after mailing to the following addresses:

To SRCD:

Valerie Quinto, Executive Director
Sonoma Resource Conservation District
1221 Farmers Ln. Suite F
Santa Rosa, CA 95405

To CONTRACTOR:

Contact

Address

26. **Entirety of Contract:** This Contract, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire Contract between the parties relating to the subject of this Contract and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.
27. **Survival of Terms:** All express representations, waivers, indemnifications, and limitations of liability included in this Contract will survive its completion or termination for any reason.
28. **Publicity:** Contractor agrees to give appropriate credit to SRCD and any Funder(s) identified in this Contract for their financial support in any and all tours, press releases, publications, reports, signage, video credits, dedications, and other public communications regarding this Project. Contractor must obtain prior SRCD approval for the use of SRCD logo or the logo of any Funder(s) relating to this Project.
29. **Protocols for Emergencies and Unexpected Events:** Contractor agrees to meet all requirements and restrictions defined in Exhibit D,

The above Contract as outlined is hereby agreed upon:

For **Contractor**

Authorized Signer

Date

Printed Name and Title of Authorized Signer

For **SONOMA RESOURCE CONSERVATION DISTRICT**

Christine Kuehn, Executive Director

Date

Exhibit A – Scope of Work

The latest edition of the Standard Specifications of the State of California, Division of Transportation, shall govern operations and materials (but not pricing) for this project except where otherwise indicated in the specifications and on the plans. The Caltrans Standard Specifications are included as part of this contract by reference.

Exhibit B – Rate Schedule

Exhibit C – Grant Award Documents

Exhibit D – Special Considerations and Protocols for Emergencies and Unexpected Events

1 ENVIRONMENTALLY SENSITIVE AREAS

This Project site is considered an environmentally sensitive area. The contractor shall take all precautions and measures necessary to protect the environmental integrity of the site including, but not limited to, the protection of all plants, animals, and aquatic life.

The following items are an integral aspect of this construction project, and are to be reviewed before construction begins:

- 1.1 Permits: Permits are required. Please see the permit section below for more details.
- 1.2 Contractor shall have emergency spill cleanup gear (spill containment and absorption materials) and fire equipment available on site at all times. These items are to be reviewed by the Project Manager before construction begins.
- 1.3 Access to the site must be thoroughly reviewed with the Project Manager. Exact location of access way, number of trips planned, and type of vehicles used shall be discussed. Contractor shall be responsible for repairing, at his/her own cost above and beyond the scope of work.
- 1.4 Trash, litter, construction debris, cigarette butts, etc., must be stored in a designated area approved by the Project Manager or removed from the site at the end of each working day. Upon completion of work, contractor is responsible for removing all of these unwanted items to the satisfaction of the Project Manager.
- 1.5 Abiding by Exhibit X: Best Management Practices and Mitigation Measures.
- 1.6 Include any other special requirements (biological surveys/monitoring/construction timeline limitations for habitat, etc)
- 1.7 The Contractor shall conform to Sonoma County Erosion Prevention and Sediment Control in accordance with Chapter 11 and Chapter 11A of the Sonoma County Code. Detailed Sonoma County Erosion Prevention and Sediment Control notes can be found on the attached Project Plans or at the [Permit Sonoma Website](https://permitsonoma.org/instructionsandforms/grd-011erosionpreventionandsedimentcontrolnotes)¹.

¹ <https://permitsonoma.org/instructionsandforms/grd-011erosionpreventionandsedimentcontrolnotes>
Sonoma Resource Conservation District
1221 Farmers Lane, Suite F, Santa Rosa, CA 95405
707.569.1448

2 PERMITS

The SRCD has or will obtain the following required permits. Copies of permits will be provided to the Contractor. All contractors at the site must have possession of a copy of these documents and conform to their requirements at all times. No construction work may occur until all permits are available.

- 2.1 California Department of Fish and Wildlife Lake and Streambed Alteration Agreement - 1600
- 2.2 Regional Water Quality Control Board Water Quality Certification - 401
- 2.3 U.S. Army Corps of Engineer 404
- 2.4 County of Sonoma - Grading permit exemption
- 2.5 County of Sonoma - Zoning Permit

The Contractor is responsible for the obtaining the following Permit(s):

- 2.6 Electrical permit from Permit Sonoma

3 INSPECTIONS

Work performed on this project shall be subject to regular inspections by SRCD. The Contractor shall not cover up any work prior to these inspections. Inspection shall occur during construction and at job completion. Contact SRCD for observation points.

Points of inspection by SRCD for construction:

- 1. Earthwork
- 2. Tank Pad and Tank Layout
- 3. Trenching alignment
- 4. Trenching
- 5. First Flush system
- 6. Tank manifold and distribution piping
- 7. Pump and controls
- 8. Erosion prevention
- 9. Construction completion
- 10. Commissioning

4 CULTURAL RESOURCES

For projects involving ground disturbing work, paleontological resources or prehistoric, historic or tribal cultural resources are discovered during construction activities, work shall immediately be halted within the vicinity of the find. The Contractor shall call SRCD to assess the significance of the find to ensure that resources are avoided. The Northwest Information Center of the California Historical Resources Information System shall be notified at (707) 588-8455. A qualified paleontologist, archeologist, or tribal cultural resource specialist shall be consulted for an on-site evaluation. Additional mitigation may be required per the archeologist's recommendations. If potential human remains are discovered, the Contractor shall also immediately notify the Sonoma County Coroner at (707) 565-5070 and notify SRCD of the determination of the County Coroner.

5 ACTIVE FIRE OR OTHER EMERGENCY

In the event that an agency having jurisdiction has declared a Mandatory Evacuation Zone or an Evacuation Warning Zone for the area within which the project is located, all work shall immediately be halted. The Contractor may decide to demobilize equipment and materials at their own risk. If there is an active fire or other emergency within the area but the project is not within a mandatory or warning zone, the Contractor shall contact SRCD to determine whether work stoppage is necessary and appropriate. Projects will be evaluated on a case-by-case basis. Contractor shall monitor fire and weather conditions with the National Weather Service or other agency having jurisdiction to know when closures and evacuation zones are in effect. This shall be done daily, to determine the fire conditions projected for the following day and Contractor shall plan their schedule accordingly. If project work is determined to be safe to proceed during an active fire, the items listed below must be in place when there is an active fire.

- 5.1 Spark Arrestors: Whenever any task is being performed that may pose a potential fire danger, cell phones or 2-way radios shall be on site to permit a rapid emergency response if necessary. All motorized equipment shall have federal or state approved spark arrestors.
- 5.2 Trucks, Tractors: Heat from exhaust systems can ignite a wildland fire. The Contractor shall not drive off road or park near or drive through tall grasses or other flammable vegetation types without approval from the District's representative. Based upon authorization by SRCD staff, the Contractor shall remove all grasses and other types of flammable vegetation from the off-road work area approved for vehicle access.
- 5.3 Equipment, Tools: Heat from power equipment exhaust systems or sparks from equipment or tools can ignite a fire. Clear a space with a radius at least five feet from the exhaust in which to place equipment such as generators, chainsaws and power weed

cutters. Be careful when using tools that produce sparks and be sure spark arrestors are in good condition. Do not allow heated tools to contact ignitable fuels. If power equipment or tools that produce sparks are in use, a fire extinguisher shall be kept onsite. Larger equipment shall have a fire extinguisher mounted on it.

- 5.4 Fueling Equipment: Before fueling power equipment or tools in the field, clear a space in which to perform the task. Fuel should be stored in a cleared space and, where possible, in the shade. If power equipment stays in one location during the task, store fuel and equipment and perform fueling operation in the same clearing. Be sure equipment is turned off while fueling. Take extra care when fueling heated equipment. Be sure a gas spout/funnel is used to avoid spills and that gas caps are kept in place. Remove or dry any fuel spillage prior to starting equipment. During fueling operations, a fire extinguisher shall be onsite ready for use.

When practical, fuel vehicles and equipment off-site. If it is necessary to fuel on-site the following precautions shall be taken: No vehicles or equipment shall be refueled within 100 ft. (30 ft. for handheld equipment) of a watercourse, ditch, wetland, or a pond. Do not fuel equipment directly over asphalt. The fueling operator shall stay with the fueling operation at all times. Do not top off tanks. The Contractor shall have spill containment and cleanup materials available on site. Spills shall be immediately cleaned up and contaminated materials disposed in accordance with state law. Fueling operators shall have all necessary permits, licenses and training. Any spills shall be reported immediately to the crew supervisor and a SRCD representative.

- 5.5 Fire Suppression Equipment and Training: For every crew member, the Contractor is required to have the following fire suppression equipment on site: a shovel, a McLeod, Polaski, or other modified scraping tool. All vehicles shall have a pressurized water fire extinguisher or pump bladder bag, and ABC rated fire extinguisher. During fire season the Contractor is required to have a water buffalo, or water truck, with minimum 300-gallon capacity and 300 ft. of 1.5 in diameter hose stationed on the nearest service or paved road. The hose shall be pre-connected and preferably primed. The water truck and equipment listed above shall be within 30 ft. of at least one field crew member at all times. Wildland Fire Fighter qualification (S – 130²) for one or more construction crew members is recommended and will be taken into consideration when evaluating work stoppage during Red Flag Warning Days.

6 RED FLAG WARNING DAYS

A Red Flag Warning, defined by the National Weather Service, means warm temperatures, very low relative humidity, and strong winds are expected to combine to produce an increased risk of fire danger. Upon notification from the National Weather Service that a “Red Flag Warning”

² <https://www.nwccg.gov/publications/training-courses/s-130>

exists for the project area, Contractor shall contact SRCD to determine whether work stoppage is necessary and appropriate. Projects will be evaluated on a case-by-case basis. If project work is determined to be safe to proceed, the items listed under Sections 2.1 through 2.5 must be in place during all Red Flag Warning Days.

Exhibit E – IRS Form W-9

DRAFT Agreement for Wildwood Debris Jam Removal Project in Support of Stream Maintenance Program (Watershed Partnership Program)

This agreement ("Agreement") is by and between **Sonoma County Water Agency** ("Sonoma Water") and **Sonoma Resource Conservation District** ("Sonoma RCD").

RECITALS

- A. Sonoma Water's permits for its Stream Maintenance Program (SMP) require that Sonoma Water contribute ten percent of its annual SMP sediment removal and bank stabilization construction costs to partnering agencies to conduct off-site habitat restoration and enhancement. This restoration program is referred to as the Watershed Partnership Program (WPP).
- B. Sonoma County Water Agency owns, operates, and maintains flood protection projects and provides flood protection services for the Laguna de Santa Rosa/Mark West Creek (Zone 1A) watershed (Flood Protection Zone).
- C. The Wildwood Debris Jam Removal WPP restoration project (Project) is located within Flood Protection Zone 1A on Santa Rosa Creek, a tributary to Laguna de Santa Rosa in the Russian River watershed (Watershed).
- D. The Watershed burned in the 2020 Glass Fire and is at the wildland urban interface. The debris jam, which is approximately 188 feet long and 43 feet wide, formed in the winter of 2024-2025 and is formed of post-fire debris from higher up in the Watershed. Steelhead and resident rainbow trout are found in Santa Rosa Creek. The debris jam is causing bank erosion on the western property and poses a significant risk to a bridge immediately downstream (Project Area). Exhibit A (Project Area) provides a map of the Project Area. Additionally, Sonoma Water has flood protection infrastructure in Santa Rosa Creek approximately one mile downstream of the Project Area.
- E. The Project provides erosion prevention and risk reduction for infrastructure threatened by the post-fire debris. Equipment will be used to remove and chip the debris and spread the chips elsewhere on the property.
- F. Sonoma RCD represents that it has or will obtain the necessary permits from the California Department of Fish and Wildlife (CDFW) for construction of the Project.
- G. Sonoma RCD represents that it has or will obtain an agreement with the landowner for access to the Project Area to clear the debris jam.
- H. The Project is an elective restoration effort funded by Sonoma Water to provide a one-time debris removal and streambank revegetation benefit within the Project Area, including five years of revegetation monitoring to ensure initial establishment of native vegetation.

- I. Sonoma RCD has prepared all appropriate environmental documents for the Project under the California Environmental Quality Act (CEQA). An Environmental Impact Notice of Exemption (Minor Alterations to Land) was filed on **7/20/2026**.
- J. Under this Agreement, Sonoma RCD will remove the debris jam in the Project Area, revegetate the stream banks, monitor and maintain the revegetation, and provide annual monitoring reports.

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

AGREEMENT

Sonoma RCD and Sonoma Water agree as follows:

1. RECITALS

- 1.1. The above recitals are true and correct and are incorporated herein.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
- a. Exhibit A: Project Area.
 - b. Exhibit B: Scope of Work.
 - c. Exhibit C: Schedule of Costs.
 - d. Exhibit D: Estimated Budget for Scope of Work.
 - e. Exhibit E: Insurance Requirements.

3. COORDINATION

- 3.1. Sonoma RCD shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water	Sonoma RCD
Project Manager: Candace Messner 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-547-6424 Email: Candace.Messner@scwa.ca.gov	Contact: Colin Nicol 1221 Farmers Lane, Suite F Santa Rosa, California 95405 Phone: 707-569-1448 x125 Email: cnicol@sonomarc.org
Remit invoices to: Ap.Agreements@scwa.ca.gov Same address as above	Remit payments to: Same address as above Attn: Bo Young fp@SonomaRCD.org

4. **SONOMA RCD'S RESPONSIBILITIES**

Sonoma RCD shall complete the following at its cost and expense, except to the extent of Sonoma Water payment provided for in Articles 5 and 7 below.

4.1. **Construction-Related Work:**

- a. *General:* Sonoma RCD agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws.
- b. *Environmental Documentation:* Sonoma RCD shall be the Lead Agency for the Project under the requirements of the California Environmental Quality Act (CEQA) and shall prepare all appropriate environmental documents. Sonoma RCD shall provide a copy of the draft environmental document to Sonoma Water during public review process and a final copy within 30 calendar days of approval of the document.
- c. *Permits:* Sonoma RCD shall obtain any permits that may be necessary from utilities or regulatory agencies for construction of the Project.
- d. *Landowner Access Agreements:* Sonoma RCD shall acquire any and all Landowner Access Agreements as necessary for construction of the Project.
- e. *Bidding:* Sonoma RCD shall let the Project to bid pursuant to the applicable California Public Contract Code.
- f. *Award:* Sonoma RCD shall award construction contract in compliance with the California Public Contract Code. Such award will be made on or before **October 15, 2026**.
- g. *Construction:* Sonoma RCD shall construct the Project in accordance with Task 1 in Exhibit B (Scope of Work).
- h. *Contract Administration:* Sonoma RCD shall administer the contract for construction of the Project.
- i. *Prevailing Wages:* Sonoma RCD understands that use of Sonoma Water funds for any "public work," as defined by Labor Code sections 1720 *et seq.*, triggers prevailing wage compliance obligations under the California Labor Code, and that the Project contemplated hereunder qualifies as a "public work" for this purpose. Sonoma RCD agrees to comply with all obligations of an "awarding body" as defined by Labor Code section 1722 with respect to any public works contract it may enter into pursuant to this Agreement. Without limiting the generality of the foregoing, Sonoma RCD agrees to (1) confirm that all contractors and subcontractors engaged to work on the Project are registered and qualified pursuant to Labor Code section 1725.5; (2) require all such contractors and subcontractors to pay prevailing wages to all workers on the Project in accordance with the California Labor Code and applicable DIR regulations; (3) require all such contractors and 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 pursuant

to Labor Code section 1771.4(a)(3); and (4) provide all notices required pursuant to 1771.1, 1771.4 and 1771.3.

- j. *Inspection*: Sonoma RCD shall provide construction inspection of the Project.
- k. *Notice of Completion and Record Drawings*: Sonoma RCD shall file the Notice of Completion for construction and provide a copy to Sonoma Water within 30 calendar days of its filing.

4.2. Additional Related Work: Sonoma RCD agrees to perform related non-construction tasks as outlined in Exhibit B (Scope of Work).

4.3. Insurance Requirements and Indemnification Obligations:

- a. *Insurance Requirements*: Sonoma RCD shall maintain and shall require all of its contractors, consultants, and other agents to maintain insurance as described in Exhibit D (Insurance Requirements). Evidence of insurance shall be submitted as specified in Exhibit D.
- b. *Indemnification Obligation of Sonoma RCD*:
 - i. Sonoma RCD agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma Water, and to indemnify, hold harmless, and release Sonoma Water, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Sonoma RCD, that arise out of, pertain to, or relate to Sonoma RCD's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Sonoma RCD agrees to provide a complete defense for any claim or action brought against Sonoma Water based upon a claim relating to Sonoma RCD's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Sonoma RCD's obligations under this Paragraph 4.3.c apply whether or not there is concurrent or contributory negligence on the part of Sonoma Water, but, to the extent required by law, excluding liability due to conduct of Sonoma Water. Sonoma Water shall have the right to select its legal counsel at Sonoma RCD's expense, subject to Sonoma RCD's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Sonoma RCD or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- c. *Indemnification Obligation of Sonoma RCD's Consultants and Contractors*:
 - i. Sonoma RCD shall include the following language in its consultant and contractor agreements:
 - a) Consultant/contractor agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma Water, and to

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

- d. *Documentation*: Sonoma RCD shall provide evidence of such insurance and indemnification to Sonoma Water in a form satisfactory to Sonoma Water.

4.4. Records: Sonoma RCD shall maintain complete and accurate records of all transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to Sonoma Water at all reasonable times for inspection and analysis.

4.5. Invoices: Sonoma RCD shall submit its bills in arrears on a quarterly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:

- a. Sonoma RCD name.
- b. Agreement title and TW 25/26-132.
- c. Sonoma Water's Project-Activity Code F1000F105.
- d. Task performed with an itemized description of services rendered by date.
- e. Summary of work performed by subconsultants, as described in Paragraph 7.18.d.
- f. Time in quarter hours devoted to the task.

- g. Hourly rate(s) and title(s) of the person(s) performing the task.
- h. List of reimbursable materials and expenses.
- i. Copies of receipts for reimbursable materials and expenses.

5. SONOMA WATER'S RESPONSIBILITIES

5.1. Total Costs: The total costs under this Agreement shall not exceed \$100,000.

5.2. Payments:

- a. Method of Payment. Sonoma Water will pay Sonoma RCD in accordance with Exhibit C (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit C. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- b. Timing of Payments. Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.

6. TERM OF AGREEMENT

6.1. The term of this Agreement shall be from July 1, 2026, ("Effective Date"), to December 31, 2031, unless terminated earlier in accordance with the provisions of Paragraph 7.4.

7. ADDITIONAL REQUIREMENTS

7.1. Excess Costs: If the Project costs exceed the total amount authorized under this Agreement, Sonoma RCD shall:

- a. not award the Project; or
- b. fund Project costs in excess of the authorized amounts without additional contribution from Sonoma Water.

7.2. Authority to Amend Agreement: Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties.

7.3. Contract not Awarded: If contract is not awarded, Paragraphs 4.1.f through 4.1.k shall not apply.

7.4. Authority to Terminate:

- a. At any time and without cause, Sonoma Water has the right, in its sole discretion, to terminate this Agreement by giving five calendar days' written notice to Sonoma RCD. In the event of such termination, Sonoma Water will pay Sonoma RCD for services satisfactorily rendered to the date of termination. In addition, should Sonoma RCD 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, Sonoma Water may immediately terminate this Agreement by giving Sonoma RCD written notice of such termination, stating the reason for termination. In the event of such termination, Sonoma Water will pay Sonoma RCD for services satisfactorily rendered to the date of termination. However, Sonoma Water will deduct from such amount the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Sonoma RCD. Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.

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

7.6. Construction:

- a. 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.
- b. Sonoma RCD and Sonoma Water 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. Sonoma RCD and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

7.7. Content Online Accessibility:

- a. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible and utilizing available existing technologies.
- b. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water-managed or Sonoma Water-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)); Sonoma Water's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>; and Sonoma Water's Web Site Accessibility Policy located at

<https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

- c. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Sonoma RCD shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Sonoma RCD agrees to cooperate with Sonoma Water in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
 - d. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Sonoma RCD. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water-managed or Sonoma Water-funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Sonoma RCD in writing. Upon such notice, Sonoma RCD shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:
 - i. Cancel any delivery or task order,
 - ii. Terminate this Agreement pursuant to the provisions of Paragraph 7.4 (Authority to Terminate), and/or
 - iii. In the case of custom Electronic and Information Technology (EIT) developed by Sonoma RCD for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Sonoma RCD shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.
 - e. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.
- 7.8. Status of Sonoma RCD: The parties intend that Sonoma RCD, 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. Sonoma RCD is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to 7.4 (Authority to Terminate), Sonoma RCD expressly agrees that it shall have no recourse or

right of appeal under rules, regulations, ordinances, or laws applicable to employees.

- 7.9. No Suspension or Debarment: Sonoma RCD warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Sonoma RCD also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If Sonoma RCD becomes debarred, Sonoma RCD has the obligation to inform Sonoma Water.
- 7.10. Taxes Withheld by Sonoma Water:
- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Sonoma RCD for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Sonoma RCD 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.
 - b. If Sonoma RCD does not qualify, as described in Paragraph 7.10.a, Sonoma Water requires that a completed and signed Form 587 be provided by Sonoma RCD in order for payments to be made. If Sonoma RCD is qualified, as described in Paragraph 7.10.a, then Sonoma Water 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, Sonoma RCD agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 7.19 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Sonoma RCD has the option to provide Sonoma Water with either a full or partial waiver from the State of California.
- 7.11. Conflict of Interest: Sonoma RCD 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. Sonoma RCD further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Sonoma RCD shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.

- 7.12. Statutory Compliance/Living Wage Ordinance: Sonoma RCD agrees to comply, and to ensure compliance by its subconsultants or subcontractors, 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, Sonoma RCD 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.
- 7.13. Nondiscrimination: Sonoma RCD 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 County of Sonoma's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 7.14. AIDS Discrimination: Sonoma RCD 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.
- 7.15. Assignment of Rights: Sonoma RCD assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the work, if any, now or later prepared by Sonoma RCD in connection with this Agreement. Sonoma RCD agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Sonoma RCD's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the work as Sonoma Water may direct, and refraining from disclosing any versions of the work to any third party without first obtaining written permission of Sonoma Water. Sonoma RCD shall not use or permit another to use the work in connection with this or any other project without first obtaining written permission of Sonoma Water.

Authority: The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Sonoma RCD.

Zone Liability: The term "Zone" or "Zones" as used in this Paragraph 0 shall mean any applicable Flood Protection Zone, as described in Recital B of this Agreement. To the extent any work under this Agreement relates to Zone activities, Sonoma RCD shall be paid exclusively from Zone funds. Sonoma RCD agrees that Sonoma RCD shall make no claim for compensation

for Sonoma RCD's services against other funds available to Sonoma County Water Agency and Sonoma RCD expressly waives any right to be compensated from other funds available to Sonoma County Water Agency. In addition, Sonoma RCD acknowledges that West's Annotated California Codes Water Code Appendix Chapter 53-8 provides that certain judgments or claims against Sonoma County Water Agency based on causes of action arising from Zone activities may be made only from funds of that Zone.

7.18. Assignment and Delegation:

- a. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- b. *Subcontracts:* Notwithstanding the foregoing, Sonoma RCD may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement. Approved subconsultants are as follows:

<i>Full Legal Name</i>	<i>Type of Services</i>	<i>Prevailing Wages Apply? Y/N</i>
<i>Contractor - TBD</i>	Woody debris removal	Y
<i>Biologist – TBD</i>	Biology assessment	N

- c. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 7.21.b will be utilized, Sonoma RCD may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 7.21.c. The following provisions apply to any subcontract entered into by Sonoma RCD other than those listed in Paragraph 7.21.b:
 - i. Prior to entering into any contract with subconsultant, Sonoma RCD shall obtain Sonoma Water approval of subconsultant.
 - ii. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Paragraph 4.3.c (Indemnification Obligation of Sonoma RCD), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- d. *Summary of Subconsultants' Work:* Sonoma RCD shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.5. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

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

- a. *Method of Delivery*: All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.1.
 - b. *Receipt*: 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 electronic means, 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 deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Paragraph 7.19.
- 7.20. 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.
- 7.21. Applicable Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 7.22. 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.
- 7.23. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 7.24. Survival of Terms: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 7.25. Time of Essence: Time is and shall be of the essence of this Agreement and every provision hereof.

7.26. 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 electronic means, 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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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

TW 25/26-132

Reviewed as to funds:

By: _____
Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

By: _____
Adam Brand
Assistant County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

**Sonoma Resource Conservation District, a
California special district**

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
January 30, 2024

By: _____

Name: Christine Kuehn _____

Title: Executive Director _____

Date: _____

Date: _____

Exhibit A

Project Area

[RCD: please provide a legend for the colored lines in the image below]

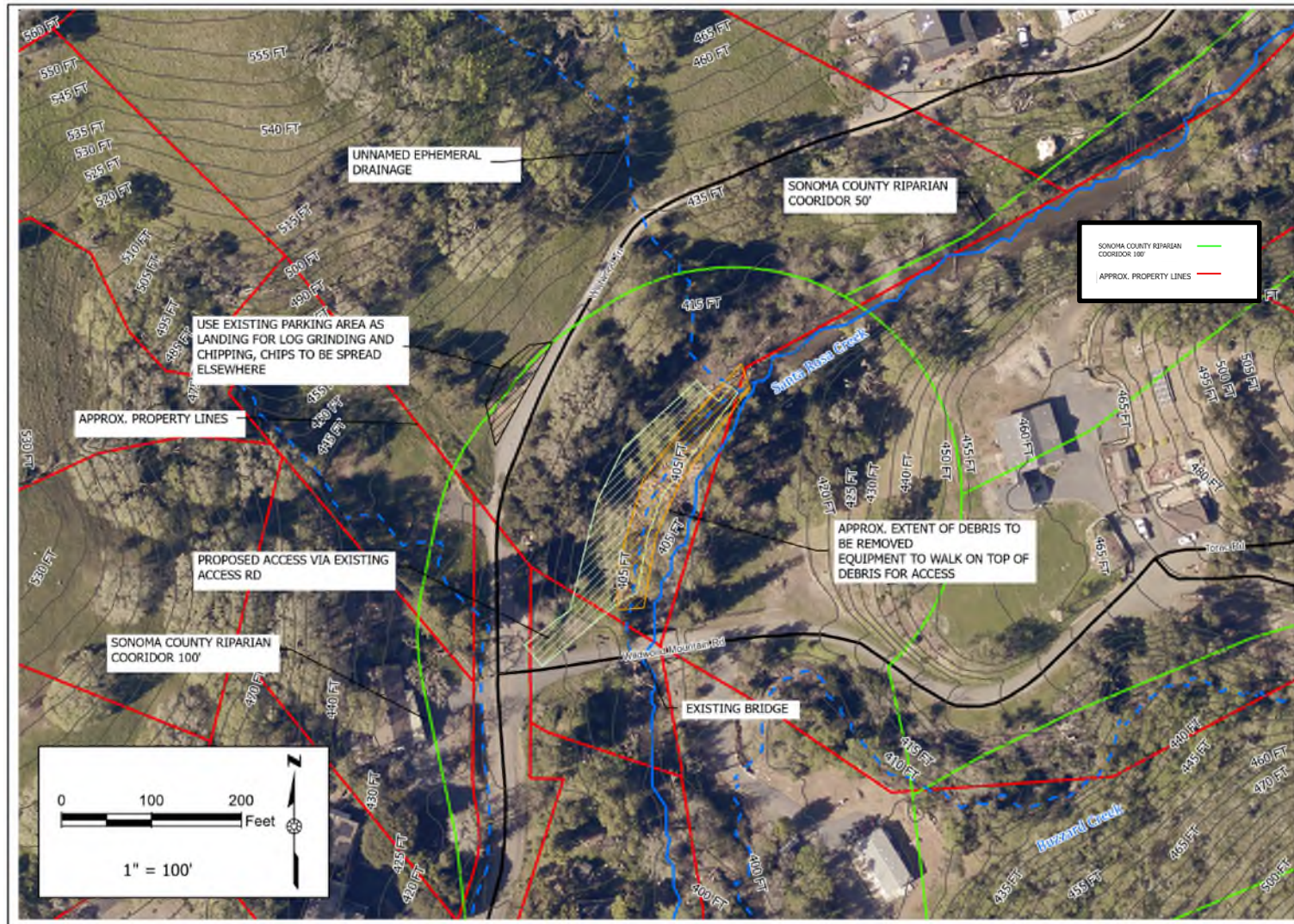


Exhibit B

Scope of Work

1. TASKS

- 1.1. Task 1: Pre-Implementation Coordination, Monitoring, and Assessment
 - a. Conduct bid solicitation and procure, coordinate, and schedule subcontractor(s) in accordance with the terms of this Agreement to implement the Project.
 - b. *Native Revegetation Plan.*
 - i. Prepare a draft Project native revegetation plan for the purpose of obtaining necessary permits, and submit to Sonoma Water for approval.
 - ii. Submit the Sonoma Water-approved native revegetation plan to the appropriate permitting agency to obtain permits.
 - c. *Coordination.*
 - i. Coordinate access to the debris jam with the landowner.
 - ii. Coordinate with permitting agencies and landowner to obtain regulatory permits, including any necessary preconstruction surveys and construction monitoring by a biologist.
 - d. Establish a minimum of three fixed photograph monitoring points within the Project Area and collect pre-implementation photographs from these points. The photos shall document the debris jam removal and native revegetation.
- 1.2. Task 2: Conduct Debris Jam Removal
 - a. Prior to commencing this Task 2, submit the following to Sonoma Water
 - i. Copies of permits.
 - ii. Copy of Sonoma RCD's agreement with landowner.
 - iii. Submit a copy of the approved Project native revegetation plan to Sonoma Water prior to commencing Task 2 below and in accordance with Article 2 (Deliverables) below.
 - b. Conduct the debris jam removal identified in Exhibit A (Project Area), Project permits, and as follows:
 - i. Remove trees for access to the Project Area.
 - ii. Remove as much loose large woody debris from the Project Area as feasible.
 - iii. Stack or chip the removed debris in an upland area that is outside of the riparian zone.
- 1.3. Task 3: Native Revegetation
 - a. Install native vegetation following completion of the debris jam removal (Task 2) and as follows:

- i. In accordance with the revegetation requirements of the Project permits, as applicable.
- ii. At minimum, over the areas outside of the channel that were disturbed or exposed during the debris jam removal.
- iii. If implementation of the debris jam removal (Task 2) necessitated the removal of native trees, such as for site access, then native revegetation shall also include replacement of the native trees at a 1:1 ratio or the ratio(s) specified in the Project permits, whichever is higher. Replacement trees shall be installed onsite and may include seeds (e.g. acorns), cuttings, or nursery stock.

1.4. Task 4: Annual Maintenance

- a. Maintain Project for five consecutive years after the native revegetation (Task 3) is completed to achieve the following success measure:
 - i. At least 75 percent survival of installed tree plantings for five consecutive years after installation.
- b. Maintenance includes, but is not limited to, the following activities:
 - i. Hand-water or irrigate tree plantings during the dry season for the first one to three years after installation, if applicable.
 - ii. Replacing dead tree plantings to achieve the success measure, as applicable.
 - iii. Maintaining naturally recruited trees that are counted toward the success measure, as applicable.
 - iv. Weeding around plantings.
 - v. Installing or repairing planting protection (such as browse cages).
- c. Remove planting and irrigation hardware (if applicable) by November 1 of the fifth year.
- d. Document annual maintenance in Annual Reports (Task 6).

1.5. Task 5: Annual Monitoring

- a. Conduct monitoring each year, during the September to October timeframe, for a total of five consecutive years after native revegetation:
 - i. Monitor installed native plants including, but not limited to:
 - a) Collecting survival counts of installed trees and naturally recruited native trees counted toward the success measure, as applicable.
 - b) Assessing and describing any woody debris in the Project Area. Note if additional pieces have been recruited or mobilized since the prior year. Also note if any debris appears to be having an impact on flooding or bank stability.
 - ii. Obtain Project monitoring photographs from, at minimum, the three fixed vantage points established during Task 1. Obtain photographs prior to leaf abscission.

iii. Document annual monitoring results in Annual Reports (Task 6).

1.6. Task 6: Annual Reports

- a. Reports shall follow a formal writing style such as is used for academic, business, and professional purposes; use proper grammar, punctuation, and spelling; use size 11- or 12- point and black-colored font, and page numbering.
- b. Contents. Prepare a report that includes, but is not limited to, the items below:
 - i. Title Page: Include the following:
 - a) Report title.
 - b) Date report was prepared.
 - ii. Table of Contents: Include the following:
 - a) Report sections and page numbers.
 - b) List of appendices.
 - iii. Introduction: Include the following:
 - a) Project name.
 - b) Project location.
 - c) Summarize the Project goals and components.
 - d) State the area (acres and linear feet) treated by the Project.
 - e) State when Project implementation (Task 2) and revegetation (Task 3) were completed and what monitoring year the report covers.
 - iv. Project Installation (Year 1 only). Include only for Implementation and Year 1 Maintenance and Monitoring Report. Describe the debris jam removal (Task 2) and native revegetation (Task 3) including the techniques, general layout, spacings, and implementation date(s).
 - v. Annual Maintenance (Years 2 through 5). Describe the maintenance (Task 4) implemented during the year covered by the report and include the following:
 - a) List the type(s) of maintenance conducted and when or how often the work was conducted (e.g. "watering was conducted once per week from June through October, five replacement plantings were installed [specific date and species]").
 - b) Describe any unexpected issues encountered and solutions implemented, if any.
 - vi. Annual Monitoring Results. Describe the annual monitoring (Task 5) results for the year covered by the report and include the following:
 - a) State the date(s) monitoring was conducted and the monitoring method(s) used.
 - b) State the success rate for native revegetation.
 - c) Describe how the success of the native revegetation compares to what was monitored in previous years. Describe factors that may be contributing to the revegetation success or failure.

- d) Describe the current overall site conditions and note any significant differences in channel conditions (e.g. erosion, vegetation cover) as compared to conditions just prior to Project installation.
- vii. Management Considerations and Conclusions. Include the following:
 - a) If the success measure is not being met, describe recommendations and/or remedial actions proposed and the timing.
 - b) Briefly summarize the tasks planned for the upcoming year, as applicable.
 - c) Concluding remarks.
- viii. Appendices. Include the following as appendices:
 - a) Maps. Include a page-sized Project site map. Indicate on the map any areas specifically referenced in the body of the report.
 - b) Annual tree survival data, if applicable. Include a table listing the species, quantities, and sizes/types installed, and quantity monitored (alive).
 - c) Photo monitoring. Include current year photographs taken from the three fixed monitoring points, as well as all previous monitoring photos from those three points, for comparison. Supplemental photographs may also be included.
- c. Deliverables: Submit the deliverables outlined in Paragraph 2.1 (Project Deliverables) and in accordance with Paragraph 2.2 (Review and Acceptance of Deliverables).

2. **DELIVERABLES**

2.1. Project Deliverables

Deliverable	Due Date
Draft native revegetation plan	September 1, 2026
Final native revegetation plan	Within 15 calendar days of Sonoma Water's approval of draft
Copy Sonoma RCD's agreement with landowner	October 1, 2026
Copy of regulatory permit(s)	October 1, 2026
Copy of approved native revegetation plan (if applicable)	October 1, 2026
Draft Project Installation and Year 1 Annual Report	November 1, 2027
Final Project Installation and Year 1 Annual Report	December 1, 2027
Draft Year 2 Annual Report	November 1, 2028
Final Year 2 Annual Report	December 1, 2028
Draft Year 3 Annual Report	November 1, 2029
Final Year 3 Annual Report	December 1, 2029
Draft Year 4 Annual Report	November 1, 2030
Final Year 4 Annual Report	December 1, 2030
Draft Year 5 Annual Report	November 1, 2031
Final Year 5 Annual Report	December 1, 2031

2.2. Review and Acceptance of Deliverables

- a. First Draft: Prepare each deliverable in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for the deliverable in the applicable task. Sonoma Water will return the draft deliverable to Sonoma RCD with comments or approval in writing.
- b. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft deliverable and resubmit for Sonoma Water approval.
- c. Final. Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved deliverable to Sonoma Water in accordance with the date listed for this deliverable.

2.3. In addition to the requirements above, if any, submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.

2.4. Comply with requirements of Paragraph 7.7 (Content Online Accessibility).

2.5. Include Agreement title and TW 25/26-132 on first page or cover of each deliverable.

Exhibit C

Schedule of Costs

PERSONNEL	
Title(s)	Hourly Rate(s) not Subject to Prevailing Wage
Executive Director	\$162
Watershed Restoration Program Manager	\$136
Engineer	\$148
Water Resources Project Manager	\$132
Community Engagement Program Manager	\$132
Program Assistant	\$111
PREVAILING WAGES	
For work subject to prevailing wage rates, the hourly rate charged will be equivalent to the prevailing wage rate applicable to the work performed by each laborer.	
EXPENSES	
Item	Cost
Subcontractor(s) – Biologist, Debris Removal, and Native Revegetation: <i>To be determined</i>	at cost, not to exceed \$79,000 unless preapproved by Sonoma Water
Copies	\$0.10 per page
Supplies (such as flagging, seeds, plantings, planting protection, and irrigation hardware)	at cost, not to exceed \$500 unless preapproved by Sonoma Water
Postage	at cost
Overnight mail	at cost
Mileage for personal car	current IRS rate

Exhibit D

Estimated Budget for Scope of Work

[RCD, please replace this table below and instead provide an estimated budget breakdown by tasks presented in the scope]

Task	Description	SRCD Staff	Subcontractors	Mileage (\$0.725 per mile)	Supplies (printing, etc)
Task 1	Pre-Implementation Coordination, Monitoring, and Assessment	\$ 7,404.00		\$ 145.00	\$ 100.00
Task 2	Conduct Debris Jam Removal	\$ 5,454.00	\$ 65,000.00	\$ 72.50	\$ 100.00
Task 3	Native Revegetation	\$ 2,208.00	\$ 10,000.00	\$ -	\$ 100.00
Task 4	Annual Maintenance	\$ 1,320.00	\$ 4,000.00	\$ 72.50	
Task 5	Annual Monitoring	\$ 1,875.00		\$ 72.50	\$ 100.00
Task 6	Annual Reports	\$ 1,875.00		\$ -	\$ 100.00
Category Subtotal		\$ 20,136.00	\$ 79,000.00	\$ 362.50	\$ 500.00
Total Project Budget		\$ 99,998.50			

Exhibit E

Insurance Requirements

SECTION I – INSURANCE TO BE MAINTAINED BY SONOMA RESOURCE CONSERVATION DISTRICT]

Sonoma Resource Conservation District shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of the Agreement after all funds have been disbursed.

Sonoma Water reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Sonoma Water's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or Sonoma Water's failure to identify any insurance deficiency shall not relieve Sonoma Resource Conservation District 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.

- 1.1. Workers Compensation and Employers Liability Insurance
 - a. Required if Sonoma Resource Conservation District 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. Required Evidence of Insurance: Certificate of Insurance.
 - e. If Sonoma Resource Conservation District currently has no employees as defined by the Labor Code of the State of California, Sonoma Resource Conservation District 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.
- 1.2. 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 required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Sonoma Resource Conservation District maintains higher limits than the specified

minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Sonoma Resource Conservation District.

- 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 Sonoma Water. Sonoma Resource Conservation District is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Sonoma Resource Conservation District has a claim against the insurance or is named as a party in any action involving Sonoma Water.
- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of Sonoma Resource Conservation District's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. 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 Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between Sonoma Water and Sonoma Resource Conservation District and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned vehicles if Sonoma Resource Conservation District owns vehicles.
- c. Insurance shall cover hired and non-owned vehicles.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. 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 Sonoma Water.

- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

1.5. Standards for Insurance Companies

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

1.6. Documentation

- a. The Certificate of Insurance must include the following reference:
TW 25/26-132.
- b. Sonoma Resource Conservation District shall submit required Evidence of Insurance prior to the execution of this Agreement. Sonoma Resource Conservation District agrees to maintain current Evidence of Insurance on file with Sonoma Water for the required period of insurance.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403-9019.
- d. 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.
- e. Sonoma Resource Conservation District 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.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.7. Policy Obligations

- a. Sonoma Resource Conservation District's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

2. **SECTION II – INSURANCE TO BE MAINTAINED BY SONOMA RESOURCE CONSERVATION DISTRICT'S CONTRACTORS AND/OR CONSULTANTS**

Sonoma Resource Conservation District shall require its Contractors and/or Consultants to maintain insurance as described below and require that insurance to be maintained for the entire term of the Agreement after all funds have been disbursed. Sonoma Resource Conservation District shall obtain and maintain evidence of insurance from all contractors and consultants subject to Section II and shall provide such evidence to Sonoma Water upon request.

2.1. Commercial General Liability

- a. \$1,000,000 per occurrence / \$2,000,000 general aggregate.

- b. Sonoma Resource Conservation District and Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of contractors ongoing and completed operations.
 - c. Coverage must be Primary and Non-Contributory.
 - d. Evidence of Coverage required – Certificate of insurance and additional insured endorsement or policy language granting additional insured status.
- 2.2. Automobile Liability
 - a. \$1,000,000 combined single limit.
 - b. Evidence of Coverage required - Certificate of insurance.
- 2.3. Workers' Compensation
 - a. Statutory limits as required by the Labor Code of the State of California.
 - b. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Sonoma Resource Conservation District and Sonoma County Water Agency, its officers, agents, and employees.
 - c. Evidence of Coverage required - Certificate of insurance and subrogation waiver endorsement.
- 2.4. Professional Liability
 - a. Professional Liability Insurance may be required when a contractor or consultant is providing professional services, including but not limited to engineering, architecture, surveying, environmental consulting, biological consulting, design, planning, or similar services requiring specialized professional knowledge, licensure, or expertise.
 - i. \$1,000,000 per claim / \$2,000,000 aggregate.
 - ii. Evidence of Coverage required – Certificate of Insurance.
- 2.5. Contractors Pollution Liability Insurance
 - a. Pollution Liability may be required when work involves excavation, in-stream work, fuel-powered equipment near waterways, environmental remediation, or activities creating potential pollution exposure.
 - i. \$1,000,000 per claim / \$2,000,000 aggregate.
 - ii. Additional insured for Sonoma Resource Conservation District and Sonoma County Water Agency, its officers, agents, and employees where available.
 - iii. Evidence of Coverage required – Certificate of Insurance.