



PROPERTY MAINTENANCE, REPAIR & MANAGEMENT SERVICES

Request for Proposals (RFP)

The Sonoma County Agricultural Preservation and Open Space District (District) invites you to respond to a Request for Proposals for “as-needed” property maintenance and repair services.

Proposals must be received no later than **5:00 p.m.** on **October 19, 2016**.

A. Introduction/Purpose

The District is soliciting proposals from contractors interested in providing “as-needed” property maintenance and minor repair services for a variety of District-owned properties throughout Sonoma County. Projects which may be conducted under the agreements awarded pursuant to this RFP include small improvement and repair projects (under \$40,000 per project), such as fence and sign installation, kiosk and shed construction, water source repair, road repair, habitat enhancement, mitigation implementation and monitoring, erosion control, and road restoration or decommissioning. In addition, maintenance services may be required, such as road and fence maintenance, mowing, fire abatement and vegetation removal, and invasive species removal.

Contractors may submit proposals for all or only some of the services described in this RFP.

The District reserves the right to award As-Needed Agreements to multiple contractors for similar tasks or select one contractor for a variety of tasks. The total budget for the work to be performed pursuant to these agreements is not anticipated to exceed \$400,000 over the next three years for all tasks across multiple District properties. The District will not guarantee any minimum or maximum amount of work to be completed under any As-Needed Agreement.

B. District Background and Description

In 1990, the voters of Sonoma County created the District to protect the greenbelts, scenic views, farms and ranches and natural areas of Sonoma County. The District uses funds generated from a voter-approved, quarter-cent sales tax to protect both agricultural and open space lands. To date the District has protected over 100,000 acres via the purchase of conservation easements and fee title.

The District owns about 6,400 acres over many different properties that require a management and maintenance. However, some properties purchased may have had absentee landowners,

deferred maintenance, and other issues. The District requires immediate maintenance and repair services to protect the natural resources on these properties. The District also needs contractors to provide emergency response after storms, fires, or other unexpected emergencies. In emergency situations, the ability to respond quickly and efficiently is essential.

C. Proposed Scope of Services

The District is requesting proposals from contractors to provide property maintenance and repair services. Contractors submitting proposals (referred to hereafter as “Contractors”) must identify which types of work they propose to offer by checking the corresponding box(es) on the Proposal Scope Form attached to this RFP as “Attachment 1.” Proposals should also contain a narrative description of the Contractor’s ability to carry out the work so identified, in accordance with the format described in Section D, Section II of this RFP.

D. Proposal Submittal

1. Form: Contractors must submit one (1) electronic copy, one (1) signed original, and four (4) copies of the signed proposal. Proposals must be enclosed in a sealed envelope or package and clearly marked:

“PROPERTY MAINTENANCE, REPAIR & MANAGEMENT SERVICES.”

For hard copy submittals:

Leslie Lew, Associate Planner - *Stewardship*
Sonoma County Agricultural Preservation and Open Space District
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401

For electronic submittal: Leslie Lew (Leslie.Lew@sonoma-county.org)

2. Due Date: Proposals must be received **no later than 5:00 p.m. on October 19, 2016**. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.
3. General Instructions: To receive consideration, proposals shall be made in accordance with the following general instructions:
 - a. The completed proposal shall be without alterations or erasures.
 - b. No oral proposals will be considered.
 - c. The submission of a proposal shall be an indication that the Contractor has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of

the District, including all terms and conditions contained within this RFP.

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

i. **Proposal Scope Form (Attachment 1)**

Contractors should check all boxes corresponding to categories of work they are offering to perform for the District.

ii. **Section I - Organizational Information**

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

iii. **Section II - Qualifications and Experience**

Provide specific information in this section concerning the Contractor's experience in the services described in the Proposal Scope Form (Attachment 1), including all applicable Contractors State License Board numbers for all licensing classifications relevant to the proposed scope of services. For staff assigned to the anticipated contract work, provide detailed information regarding their qualifications and experience, including relevant projects and a resume. **References are required.** Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies/groups for whom similar services have been provided. Examples of three (3) completed projects, as current as possible, should be submitted for each category of work proposed on the Proposal Scope Form.

Page limit for Section II - Qualifications and Experience: 10 pages (not including the three completed projects per category of work proposed).

iv. **Section III – Identification of Subcontractors**

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

subcontractor's costs of service as outlined in Section V below.

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

v. **Section IV - Project Approach**

Describe your approach for providing the types of services proposed to be performed on the Proposal Scope Form. Contractors must describe their ability to address all of the services they propose to provide in their Proposal Scope Form. Contractor may provide any additional information that they think is relevant to this proposal.

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

vi. **Section V - Cost of Service**

Contractors must submit a rate sheet with the hourly rates for all workers that will be working under the As-Needed Agreement. Contractors must describe any markup that will be built into any quote that may be requested by the District.

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

vii. **Section VI - Additional Information**

You may include any other information you think might be related but is not required by this RFP.

viii. **Section VIII – Contract Terms**

Contractors must include a statement acknowledging their willingness to accept the sample contract terms (see Sample Agreement; Attachment 2) or identify specific exceptions to the sample agreement. Any proposed exceptions to the indemnification, insurance, or other standard terms of the sample agreement must be as specific as possible. Exceptions not explicitly identified in the Proposal will not be considered in any contract negotiations. Please note that proposing significant changes to standard terms may result in a lower evaluation score. If standard terms are acceptable, include the statement “No exception to standard terms.”

E. Minimum Qualifications

- a. *Registration with the Department of Industrial Relations (DIR) Pursuant to Labor Code Section 1725.5.* A Contractor must be registered with the DIR pursuant to Labor Code §1725.5 at the time the proposal is submitted to the District. Pursuant to Labor Code §1725.5, all subcontractors identified in a contractor's proposal must be DIR-registered contractors as well. District requires proof of current

registration by Contractor and all listed Subcontractors as a condition to submit a proposal, subject only to the allowances of Labor Code section 1771.1. A proposal from any contractor who is not already a DIR-registered contractor will be rejected as non-responsive.

- b. *Required Contractor's License(s)*: Contractors must be licensed to perform all services proposed. Specialty work may require a specialty contractor's license, which may be held by the Contractor or a listed subcontractor.
- c. *Insurance*. Selected Contractors will be required to obtain and comply with all insurance requirements described in Exhibits C1, C2, C3 to the Sample Agreement (Attachment 2). Securing this insurance is a condition of award for any contract.

F. Contract Procedure

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

Contractors interested in performing the work will respond to the District's quote request with a written quote which shall include a description of the work to be performed and the proposed cost for all related services and materials. The District reserves the right to request clarification of a submitted quote. Based on the quotes submitted, the District will select a contractor based on its assessment of a contractor's capacity, qualifications, and record of service with the District and/or other clients, as well as the proposed cost for the project. The District may select the lowest quote, but reserves the right to consider other factors in determining which contractor to use for any specific scope of work. A task order will be prepared for the selected contractor based on the quote received. The Task Order (see Attachment 2, Exhibit B: Sample Task Order) must be signed by District staff and the Contractor prior to the commencement of work.

G. Wage Requirements

- i. *Prevailing Wages*. Pursuant to Section 1720 and Section 1771 of the Labor Code, the work described in this RFP is subject to the payment of prevailing wages and will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Prevailing wage requirements are further detailed in Article 10 of the Sample Agreement (Attachment 2).
- ii. *Payment Bond*. For any Task Order project of \$25,000 or more, a contractor shall furnish a labor and material payment bond in the full amount of the Task Order Sum to remain in effect until the date the work subject to the Task Order is accepted by

District. Said bond shall be in the form set forth in Exhibit D to the Sample Agreement (Attachment 2), and shall be issued by a surety authorized to transact business in the State of California.

H. Local Preference

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

For quantitative evaluations of proposals, the locality of the service provider shall be included as an evaluation criterion in RFPs. Extra percentage weighting of 5% shall be provided in the total rating score for local service providers. For qualitative evaluations of proposals, the District shall consider the locality of Contractors or businesses and their sub-Contractors, along with other criteria identified in the RFP. If there is more than one service provider being considered and the providers are competitively matched in terms of other criteria, local service providers should be selected. If hiring sub-Contractors, the District strongly encourages using local service providers. (See Attachment 3 Declaration of Local Business for Services.)

I. Schedule

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this RFP, which amendment shall be issued to all parties known to be in receipt of this RFP by the District.

| Date | <u>Event</u> |
|----------------------------------|---|
| <u>September 19, 2016</u> | Release Request for Proposals |
| <u>October 5, 2016</u> | Deadline for Proposing contractor's Questions |
| <u>October 12, 2016</u> | District's Responses to Questions Due |
| <u>October 19, 2016</u> | Proposals Due |
| <u>October 26, 2016</u> | Proposals Evaluated by District |
| <u>December 6, 2016</u> | Board of Directors Awards Contract (<i>subject to delay without notice to proposing contractors</i>) |

J. Questions

Questions must be submitted in writing before **5 pm on October 5, 2016**. Written answers to questions will be shared with all known potential bidders. Questions should be directed by e-mail to Leslie Lew (Leslie.Lew@sonoma-county.org). Questions will not be accepted by phone.

K. Corrections and Addenda

If a proposing contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposing contractor shall immediately notify Leslie Lew (Leslie.Lew@sonoma-county.org) of such error in writing and request clarification or modification of the document. Modifications to this RFP will be made by written addenda to this RFP, which addenda will be circulated to all known recipients of this RFP. Any oral communication by the District staff concerning this RFP is not binding on the County and shall in no way modify this RFP or any obligations arising hereunder.

L. Selection Process

5. All proposals received by the specified deadline will be reviewed by the District for content, including but not limited to rates, related experience and professional qualifications of the proposing contractors.
6. District employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a District employee who may be involved in the selection process shall advise the District of the name of said employee in the proposal.
7. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
 - a) Quality of the proposal
 - b) Demonstrated ability to perform the services described;
 - c) Experience, qualifications and expertise;
 - d) Quality of work as verified by references;
 - e) Rates;
 - f) A demonstrated history of providing similar services to comparable entities in a high quality manner;
 - g) The locality of the Contractor;
 - h) Willingness to accept the District's contract terms; and

- i) Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.).
8. The General Manager of the Sonoma County Agricultural Preservation and Open Space District, in consultation with the Stewardship Program Manager, reserves the right, at his/her sole discretion, to take any of the following actions at any time before selection: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the Contractor, in the sole discretion of the District. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
9. The District may, during the evaluation process, request from any Contractor additional information which the District deems necessary to determine the Contractor's ability to perform the required services. If such information is requested, the Contractor will have three (3) business days to submit the information requested.
10. An error in the proposal may cause the rejection of that proposal; however, the District may keep the proposal and make corrections. The District will consider the level of complexity required by and conformance of the proposal to the format and content required by the RFP to determine if a correction will be made. If the Contractor's intent is clear based on review of the complete proposal, the District may, correct an error based on the presumed intent of the Contractor. The District may also correct obvious clerical errors. The District may also request clarification from a Contractor on any item in a proposal that the District believes to be in error.
11. The District reserves the right to select the proposal(s) which, in its sole judgment, best meets the needs of the District. The lowest proposed cost is not the sole criterion for recommending contract award.
12. All Contractors responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process. Such notice will be provided as a "notice of intent to award" the contract.
13. Generally, Contractor(s) selected by the evaluation committee will be recommended to the Board of Directors for proposed contract(s), but the Board is not bound to accept the recommendation or award the contract(s) to the recommended Contractor(s).
14. The District reserves the right to award contracts to multiple Contractors for similar work and to award contracts for a more limited scope of services than a Contractor proposes to perform.

M. Finalist Interviews

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

N. General Information

1. Rules and Regulations

- a) The issuance of this solicitation does not constitute an award commitment on the part of the District, and the District shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposing Contractor.
- b) The District reserves the right to reject any or all proposals or portions thereof if the District determines that it is in the best interest of the District to do so.
- c) The District may waive any deviation in a proposal. The District's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposing Contractor from full compliance with any resultant agreement requirements or obligations. The District reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The District further reserves the right to award the agreement to the proposing Contractor or Contractors that, in the District's judgment, best serves the needs of the District.
- d) All Contractors submit their proposals to the District with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the General Manager (via delegation), or the Board of Directors.
- e) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the District, all proposals shall be deemed public record. In the event that a Contractor desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the Contractor to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The District will consider a Contractor's request for exemptions from disclosure; however, the District will make its decision based upon applicable laws. An assertion by a Contractor that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt

from disclosure will not be honored and the proposal may be rejected as non-responsive.

- f) The District will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Contractors are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Contractors are advised that the District does not wish to receive confidential or proprietary information and those Contractors are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

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

2. Nonliability of District

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

3. Proposal Alternatives

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

4. Lobbying

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

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

- a) All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
- b) If agreement on terms and conditions acceptable to the District cannot be achieved after reasonable attempts to negotiate such terms and conditions with a preferred contractor, as determined at the sole discretion of the District, the District may terminate negotiations with that contractor and proceed with awards to other contractors, or not award at all. The District may negotiate with multiple contractors simultaneously.

6. Withdrawal and Submission of Modified Proposal

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

Attachments:

Attachment 1: Proposal Scope Form

Attachment 2: Sample Services Agreement

Exhibit B: Sample Task Order

Exhibit C1: Insurance Requirements **#1**

Exhibit C2: Insurance Requirements **#2**

Exhibit C3: Insurance Requirements **#3**

Exhibit D: Construction Labor and Material Payment Bond

Attachment 3: Declaration of Local Business for Services

Attachment 4: County-Wide District Signage Project

Proposal Scope Form

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

1. Contractors must hold all applicable licenses needed to perform the proposed work scopes. (For specialty work, a Contractor may satisfy this requirement by using a licensed subcontractor that is identified in the Contractor's proposal.)
2. Where permits are needed to perform a specific task order, Contractor will be expected to secure such permits.
3. As required by the California Uniform Construction Cost Accounting Act, Task Orders for scopes of work marked with an asterisk (*) shall not exceed \$45,000.

**Select all
that apply**

☐

Agricultural Water Source Repair and Maintenance*

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

Insurance requirements

See Exhibit C
#1, #2 or #3

☐

Debris Removal, Hauling and Disposal

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

Insurance requirements

See Exhibit C
#1 or #3

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

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

ATTACHMENT 1-2

☐**Demolition***

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

**Insurance
requirements**

See Exhibit C
#1, #2 or #3

☐**Erosion Control/Road Maintenance and Repair***

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

**Insurance
requirements**

See Exhibit C
#1, #2 or #3

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

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

☐**Fence Construction and Repair***

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

**Insurance
requirements**

See Exhibit C
#1, #2 or #3

**Fire Abatement and Fuel Load Reduction**

If the Task Order specifies, Contractor shall evaluate fuel load and fire conditions on a given property, determine the appropriate types of prescriptions recommended to reduce fire risk, and implement those prescriptions. Tasks may include (but would not be limited to):

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

Insurance requirements

See Exhibit C

#1 or #3**Habitat Restoration and Mitigation Measures**

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

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

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

Insurance requirements

See Exhibit C

#1 or #3

ATTACHMENT 1-4

| | | |
|--------------------------|--|---|
| <input type="checkbox"/> | <p>Hazardous Materials/Conditions Remediation*</p> <p>If the Task Order specifies, Contractor shall address hazardous materials found on District properties. This would include, but not be limited to, identification and removal of soil contaminants, pesticides, active and abandoned cannabis grow sites, homeless encampments, and residential debris piles.</p> | <p>Insurance requirements</p> <p>See Exhibit C #2</p> |
| <input type="checkbox"/> | <p>Invasive Plant and Animal Species Removal</p> <p>If the Task Order specifies, Contractor shall evaluate the impact of invasive plant or animal species and the level of threat a species might represent to local, native vegetation. Prescribe treatment for controlling invasive species. Options include the range of integrated pest management strategies, from mechanical removal to herbicides to selective grazing.</p> <p>Contractor shall define and justify the most appropriate treatment for a given species on a given District property. Cost estimates and expected targets to determine the level of success should be clearly documented and presented to the project manager for review. Contractor must be a licensed pesticide applicator or professional animal trapper in order to treat an invasive plant or animal species on District land. Similarly, contractor must establish baseline data prior to application and post-treatment monitoring should be completed to determine the level of success. Contractor should photo-document the site pre-and post- treatment to measure the level of success of each treated area.</p> | <p>Insurance requirements</p> <p>See Exhibit C #3</p> |
| <input type="checkbox"/> | <p>Mowing</p> <p>If the Task Order specifies, Contractor shall mow annual grasses and other herbaceous vegetation in locations specified by District staff using tractor-pulled mower, string trimmer or similar other equipment.</p> | <p>Insurance requirements</p> <p>See Exhibit C #1, #2 or #3</p> |
| <input type="checkbox"/> | <p>Sign Frame Manufacture</p> <p>If the Task Order specifies, Contractor shall construct steel sign frames in accordance with District sign frame standards (Attachment 4).</p> | <p>Insurance requirements</p> <p>See Exhibit C #1, #2 or #3</p> |

☐ **Sign Installation***

If the Task Order specifies, Contractor shall install signs on District property per District sign frame standards (Attachment 4). Signs typically range in size from 11" x 13" to 65" x 45" and are typically encased in a steel frame constructed of 5" x 5" tubular steel.

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

Insurance requirements

See Exhibit C
#1, #2 or #3

☐ **Structural Construction And Repairs***

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

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

Insurance requirements

See Exhibit C
#1, #2 or #3

☐ **Tree Trimming And Removal**

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

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

Insurance requirements

See Exhibit C
#1, #2 or #3

Sample Agreement

AS-NEEDED AGREEMENT FOR [REDACTED] SERVICES

This agreement ("Agreement"), effective upon execution ("Effective Date"), is by and between the Sonoma County Agricultural Preservation and Open Space District (hereinafter "District") and _____, (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified and experienced in [insert description of services] _____ and related services; and

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of Contractor for _____.

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

AGREEMENT

1. Services to be provided.

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

1.2 Cooperation with District. Contractor shall cooperate with District and District staff in the performance of all work hereunder. Contractor shall coordinate the work with the District's Project Manager. Contact information and mailing addresses:

ATTACHMENT 2-2

| DISTRICT PROJECT LEAD | CONTRACTOR |
|------------------------------|-------------------|
| Name: | Name: |
| Address: | Address: |
| | |
| Phone: | Phone: |
| FAX: | FAX: |
| Email: | Email: |

1.3 Performance Standard; Defective Work. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If District determines that any of Contractor's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with District to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional fee until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity. Without limiting the generality of the foregoing, if Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the work in such a way that the completed work will conform to this Agreement, District may order Contractor to replace any such defective work, or stop any portion of the Work to permit District (at Contractor's expense) to replace such defective work. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by District in exercising rights and remedies under this Paragraph. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. These District rights are entirely discretionary on the part of District, and shall not give rise to any duty on the part of District to exercise the rights for the benefit of Contractor or any other party.

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

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

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c. In an emergency affecting the safety of life or of a structure or of adjoining property, Contractor shall take all necessary and proper steps to prevent such threatened loss or injury. If practical, Contractor shall communicate with District, and shall be guided by District's directions and advice, but if the character of the emergency be such as to require action with such short limits of time or under circumstances rendering that impractical, then Contractor shall act independently and upon its own responsibility, subject to the direction and control of District, as soon as it may become practical to obtain the same.

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

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

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

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

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any defects in the Work and pay for any damage resulting there from therefrom, which shall appear within the Guaranty Period.

If within the Guaranty Period, or such other period of time as may be prescribed by laws or regulations, or by the terms of this Agreement or any extended warranty or guaranty, any work is found to be defective, Contractor shall promptly (preferably within 48 hours of notification by District, but no later than 5 days following notification by District), without cost to District and in accordance with District's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by District and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to comply promptly with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective work corrected or the rejected work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.

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

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

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

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

1.9 Assigned Personnel.

1.9.1 Removal of Personnel. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time District, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from District.

1.9.2 Qualified Replacements. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1 Lump Sum. For all services and incidental costs required hereunder, Contractor shall be paid on a lump sum basis in accordance with the Task Order authorizing such services and costs, regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Each Task Order must include a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

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Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by District's Auditor and the District General Manager. The bill[s] shall identify the services completed and the amount charged.

The total payments to Contractor pursuant to this Agreement shall not exceed \$ _____, without the prior written approval of District. Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District.

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

If Contractor does not qualify, District requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the District requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the District of any changes in the facts. Forms should be sent to the District pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide District with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date and terminate upon either the depletion of the not-to-exceed amount listed in Section 2.1 or on **[insert date 3 years after Effective Date]**, whichever is earlier, unless the Agreement is terminated earlier in accordance with the terms herein.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provisions of this Agreement, should Contractor fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, District

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may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within fourteen (14) days following the date of termination, shall deliver to District all materials and work product subject to Section 9.11 and shall submit to District an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by District, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if District terminates the Agreement for cause pursuant to Section 4.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of District. In addition, the District's General Manager, on consultation with District Counsel, shall have the authority to terminate this Agreement on behalf of the District.

5. Indemnification.

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

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

5.3 Indemnification. Except for matters relating to Hazardous Materials (as defined below) or Environmental Laws (as defined below), none of which are covered by this Section 5.3, to the furthest extent permitted by law (including, without limitation, Civil Code Section 2782),

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Contractor shall defend, indemnify, and hold harmless, District and each of its officers, employees, consultants and agents from claims, suits, actions, losses and liability of every kind, nature and description including, without limitation, claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with, or resulting from performance of the work, failure to perform the work, or condition of the work that is caused in whole or part by any act or omission of Contractor or its subcontractors, including anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except their sole negligence, willful misconduct, or active negligence.

5.4 Hazardous Materials Indemnification. [ONLY REQUIRED FOR WORK INVOLVING REMOVAL/HANDLING OF HAZARDOUS MATERIALS.] Contractor shall indemnify, defend with counsel acceptable to District, and hold harmless, at Contractor's sole cost and expense, District, its Board of Directors, officers, officials, employees, volunteers and agents (collectively "indemnitees") from and against any and all claims, damages, injuries, costs (including and without limit any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including reasonable attorneys' and expert witness fees, expenditures for investigation and remediation) and costs of any kind whatsoever, paid, imposed upon, incurred, suffered by or asserted against any of the indemnitees by any lawsuit brought or threatened, settlement reached, or government hearing, investigation, inquiry, proceeding, or order relating to, or arising from, directly or indirectly, Contractor's alleged failure or actual failure to comply with Environmental Laws and regulations. This provision is in addition to all other provisions in this Agreement and is intended to survive the end of the term of this Agreement.

- a. For the purposes of this Section 5.4, "Hazardous Materials" means:
 - i. All substances defined or characterized as "hazardous waste" by the Federal Solid Waste Disposal Act (42 U.S.C. Section 3251 et seq.) as amended, including the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), and all future amendments thereto and regulations promulgated thereunder;
 - ii. All "Hazardous Substances" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Title 42 Section 9601, et seq. (CERCLA) as amended from time to time;
 - iii. All substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by California law, including but not limited to California Hazardous Waste Control Act, California Health and Safety Code Section 25100 et seq, including sections 25110.02, 25115, and 25117, and future amendments thereunder, and including Title 23 California Code of Regulations Sections 2521 and 2522.

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- iv. Radioactive wastes;
 - v. Polychlorinated byphenyls;
 - vi. Chemicals known to cause cancer or reproductive toxicity;
 - vii. Any substance the presence of which at or on District property is prohibited by any governmental requirements; and
 - viii. Any substances for which any governmental requirements require a permit or special handling in its use, collection, storage, treatment or disposal.
- b. If two or more governmental agencies having concurrent or overlapping jurisdiction over Hazardous Materials adopt conflicting definitions of "Hazardous Materials," for purposes of processing and disposal to land, the broader definition shall be employed for purposes of this Agreement.
- c. For the purposes of this Section 5.4, "Environmental Laws" means all federal and state statutes, and local ordinances concerning public health, safety and environmental issues including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; the Federal Clean Air Act, 42 U.S.C. Section 1351 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 1101, et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651, et seq.; the California Hazardous Waste Control Act, California Health and Safety Code Section 25100, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code Section 25249.5 et seq.; and the California Clean Air Act, Health and Safety Code Section 39000 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

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

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

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

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, and other agents to maintain insurance as described in Exhibit C, attached hereto.

7. Prosecution of Work. Performance of the services hereunder shall be completed with the time required herein; provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by the number of days equal to the number of days Contractor has been delayed. When work is requested of Contractor by the District, all due diligence shall be exercised and the work accomplished without undue delay, withing the performance time specified in the Task Order.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. The General Manager must authorize all extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, District personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work; and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and *quantum meruit* for any and all extra work performed without such express and prior written authorization of District's General Manager.

9. Representations of Consultant.

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

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

- a. That it will perform all work called for hereunder in a good and workmanlike manner and in accordance with all legal requirements and this Agreement;
- b. That it is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the work and perform its obligations hereunder;
- c. That it is a sophisticated contractor who possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence of projects of the size, complexity and nature of the project to be performed, and it will perform the work with care, skill and diligence of such a contractor;
- d. That it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the work and perform its obligations hereunder;
- e. That it is authorized to do business in the State of California and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the work; and
- f. That its execution of this Agreement and its performance thereunder is within its duly authorized powers.

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

9.3 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event

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District exercises its right to terminate this Agreement pursuant to Article 4 above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

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

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

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

9.8 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies 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.

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

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

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

9.12 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of District. District shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to District all such documents which have not already been provided to District in such form or format as District deems appropriate. Such documents shall be and will remain the property of District without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way throughout this Agreement without the express written permission of District.

10. Prevailing Wages.

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

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of the prevailing wage rate of per diem wages are on file at the District's office and will be made available to any person upon request.

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

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

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

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

11. Precedence of Authorities.

11.1 Drawings; Specifications. Whenever drawings or specifications require higher standards than are required by any applicable law, ordinance, regulation or order, the drawings and specifications shall govern. Whenever drawings or specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern. Where drawings or specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, the drawings and specifications

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shall take precedence so long as such increase is legal. Where no requirements are identified on drawings or in specifications, Contractor shall comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.

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

12. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 12 limits District's rights to terminate this Agreement pursuant to Article 4.

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

14. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

TO DISTRICT:

William J. Keene, General Manager
Sonoma County Agricultural Preservation
and Open Space District
747 Mendocino Avenue
Santa Rosa, CA 95401

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

ATTACHMENT 2-17

TO CONTRACTOR:

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

15. Miscellaneous Provisions.

15.1 District's Remedies for Breach. In the event Contractor should refuse or should fail to make prompt payment to subcontractors or suppliers, or disregard any legal requirements or the instructions of the District, or otherwise violate any provision of this Agreement, then the District, may, without prejudice to any other right or remedy, and after giving the Contractor three (3) days' written notice, terminate the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum shall exceed the expense of finishing the Work, including the compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the District within thirty (30) days of District's written demand therefor.

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

15.3 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and

ATTACHMENT 2-18

effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and District acknowledge that they have each contributed to the making of this Agreement and that in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

15.6 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. To the extent allowed by law, the parties agree that any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the City of Santa Rosa, in the County of Sonoma.

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

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

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

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ATTACHMENT 2-19

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

CONTRACTOR:

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By: _____
Name of contractor

By: _____
District General Manager

Print name: _____

Date: _____

Date: _____

APPROVED AS TO FORM FOR DISTRICT:

By: _____
District Counsel

Date: _____

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: _____
District Program Manager

Date: _____

CERTIFICATES OF INSURANCE ON FILE WITH
THE DISTRICT.

By: _____
District Administrative Aide

Date: _____

Sample Task Order

Task Order No.

Contractor, _____ (insert legal name of contractor) ("Contractor"), shall perform the services described or referenced below, within the times or by the dates provided for herein. This Task Order shall be incorporated into and subject to the terms and conditions of that certain As-Needed Services Agreement dated as of _____, 20__ by and between the Sonoma County Agricultural Preservation and Open Space District and Contractor.

| | |
|------------------------|-----------------------------|
| District Project lead: | District Project lead ext.: |
| Project title: | |

A. Contractor Information:

Name: _____

Address: _____

Phone number: _____

E-mail address: _____

B. Deliverables: _____

C. Time allowed to perform the work: _____

D. Schedule for receipt of report, if required: _____

Draft Report Due: _____

Final Report Due: _____

E. List of key personnel, if applicable: _____

G. List of authorized subcontractors, if any subcontractors will be used: _____

H. Project-specific items to be provided by District, if any: _____

I. Proposed scope of work: (Attachment, if necessary) _____

J. Payment Terms: (Lump Sum) _____

K. Project User Code/Department /Account _____

| | |
|-------------------------------------|---|
| CONTRACTOR: By: _____ | SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT: <div style="display: flex; justify-content: space-between;"> <div>Reviewed by: _____ District Lead</div> <div>By: _____ General Manager</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Reviewed by: _____ Program Manager</div> <div>By: _____ District Counsel</div> </div> |
|-------------------------------------|---|

Insurance Requirements #1

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

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

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

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

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

3. Automobile Liability Insurance

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

4. Standards for Insurance Companies

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

5. Documentation

- a. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with District as specified in Sections 1 – 3 above.
- a. The name and address for Additional Insured endorsements and Certificates of Insurance is:
Sonoma Agricultural Preservation and Open Space District, its officers, agents, and employees, 747 Mendocino Avenue, Santa Rosa, CA 95401.
- b. Contractor shall submit required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- c. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- d. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

6. Policy Obligations

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

7. Material Breach

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

Insurance Requirements #2

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

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

1. Workers Compensation and Employers Liability Insurance

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. Contractor is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the District.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. Sonoma County Agricultural Preservation and Open Space District, its officers, agents, and employees shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. Additional insured status shall continue for one (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against District.
- i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
 - iii. Certificate of Insurance.

3. Automobile Liability Insurance

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

4. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$2,000,000 per pollution incident; \$4,000,000 annual aggregate. If Contractor maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- b. The insurance shall cover:
 - i. bodily injury, sickness, disease, sustained by any person, including death;
 - ii. property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - iii. cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
 - iv. defense costs, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims; and
 - v. liability assumed by Contractor under a written contract or agreement.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. Contractor is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the District.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- e. Insurance shall be continued for one (1) year after completion of the Work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- f. Sonoma County Agricultural Preservation and Open Space District, its officers, agents, and employees shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. Additional insured status shall continue

for one (1) year after completion of the Work.

- g. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- h. The policy shall cover inter-insured suits between the Contractor and the additional insureds and include a "separation of insureds" or "severability" clause which treats each insured separately.
- i. Required Evidence of Insurance:
 - i. Additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that Insurance is primary and non-contributory; and
 - iii. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.

5. Standards for Insurance Companies

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

6. Documentation

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

7. Policy Obligations

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

8. Material Breach

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

Insurance Requirements #3

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

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

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

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

insurance or self-insurance program maintained by them.

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

3. Automobile Liability Insurance

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

4. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate. If Contractor maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- b. The policy shall cover:
 - i. bodily injury, sickness, or disease sustained by any person, including death;
 - ii. property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - iii. cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
 - iv. loss arising from pollutants including but not limited to fungus, bacteria, asbestos, lead, silica, and contaminated drywall;
 - v. contractual liability coverage for liability assumed by Contractor under a written contract or agreement;
 - vi. claims arising from owned and non-owned disposal sites utilized in the performance of this Agreement.
 - vii. inter-insured suits between the additional insureds and Contractor and shall include a “separation of insureds” or “severability” clause which treats each insured separately.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by District. Contractor is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the District.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of Work.
- e. Contractor shall maintain the insurance for one (1) year after completion of the Work. If the insurance is on a Claims-Made basis, the continuation coverage may be either: (a) a renewal of the existing policy; (b) an extended reporting period endorsement; or (c) a replacement insurance policy with a retroactive date no later than the commencement of the Work.

ATT A, EXHIBIT C3-3

- f. Sonoma County Agricultural Preservation and Open Space District, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for (1) year after completion of Work under this Agreement.
- g. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
 - iii. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.

5. Standards for Insurance Companies

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

6. Documentation

- a. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County as specified in Sections 1-4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma Agricultural Preservation and Open Space District, its officers, agents, and employees, 747 Mendocino Avenue, Santa Rosa, CA 95401
- c. Contractor shall submit required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

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

Construction Labor and Material Payment Bond

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT (Owner) has awarded to (Name of Contractor) as Principal, Task Order Number _____ (“Task Order”), pursuant to that certain As-Needed Services Agreement dated the _____ day of _____, 20____ (the “Contract”). The Task Order, and the Contract of which it is a part, are hereby incorporated and made a part hereof. Pursuant to the Task Order and Contract the Principal shall perform the following work:

(Describe Contract Work) _____

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

1.03 NOW, THEREFORE, we, the undersigned Principal and **(Name of Surety)** _____, as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE TASK ORDER PRICE (\$ _____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Task Order, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys’ fees, otherwise the above obligation shall become and be null and void.

1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic’s Lien Law.

ATT A, EXHIBIT D-2

- 1.06** Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract or Task Order, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract and Task Order, or to the work to be performed thereunder.
- 1.07** Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.
- 1.08** Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

SURETY

Company: _____ (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

END OF DOCUMENT



COUNTY OF SONOMA

GENERAL SERVICES PURCHASING DIVISION

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

DECLARATION OF LOCAL BUSINESS FOR SERVICES

Sonoma County gives local businesses a preference in formal solicitations of services as set forth in the County of Sonoma Local Preference Policy for Services. Sonoma County's Local Preference Policy for Services can be reviewed at <http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Local-Preference-Policy-for-Services/>

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

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

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

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

1. Legal name of business: _____

2. Physical address of the principal place of business:

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

License Number _____ Issued by: _____

Authorized Signature: _____ Date: _____

Printed Name & Title: _____



County-Wide District Signage Project

Final Design Package

Revised: August 21, 2007

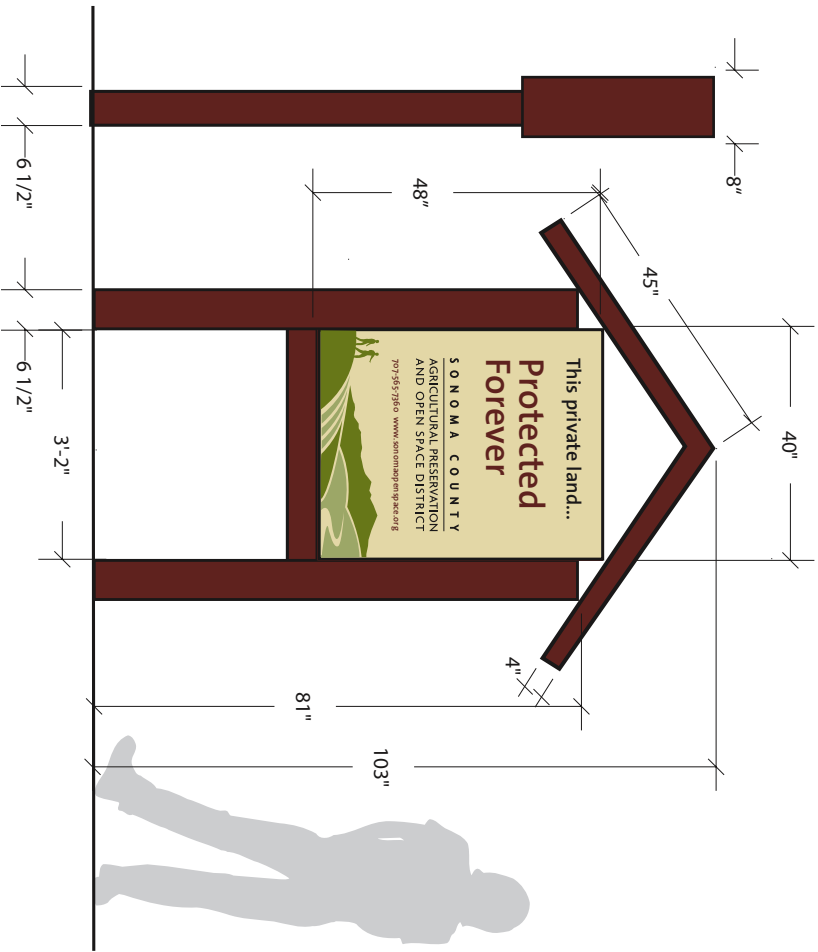
SHEET INDEX

- PAGE 1 : ALL SIGN FRAMES OVERVIEW
- PAGE 2 : CONSTRUCTION DETAILS FOR TYPICAL SIGN (EASEMENT) ELEVATIONS
- PAGE 3 : CONSTRUCTION DETAILS FOR TYPICAL SIGN (EASEMENT) EXPLODED VIEW / LEG DETAIL
- PAGE 4 : CONSTRUCTION DETAILS FOR TYPICAL SIGN (EASEMENT) SIGN FRAME / TOP CAP
- PAGE 5 : CONSTRUCTION DETAILS FOR TYPICAL SIGN (EASEMENT) CROSS MEMBER
- PAGE 6 : CONSTRUCTION DETAILS FOR TYPICAL SIGN (EASEMENT) TOP OF SIGN
- PAGE 7 : GRAPHIC PANEL OVERVIEW


NOTES:

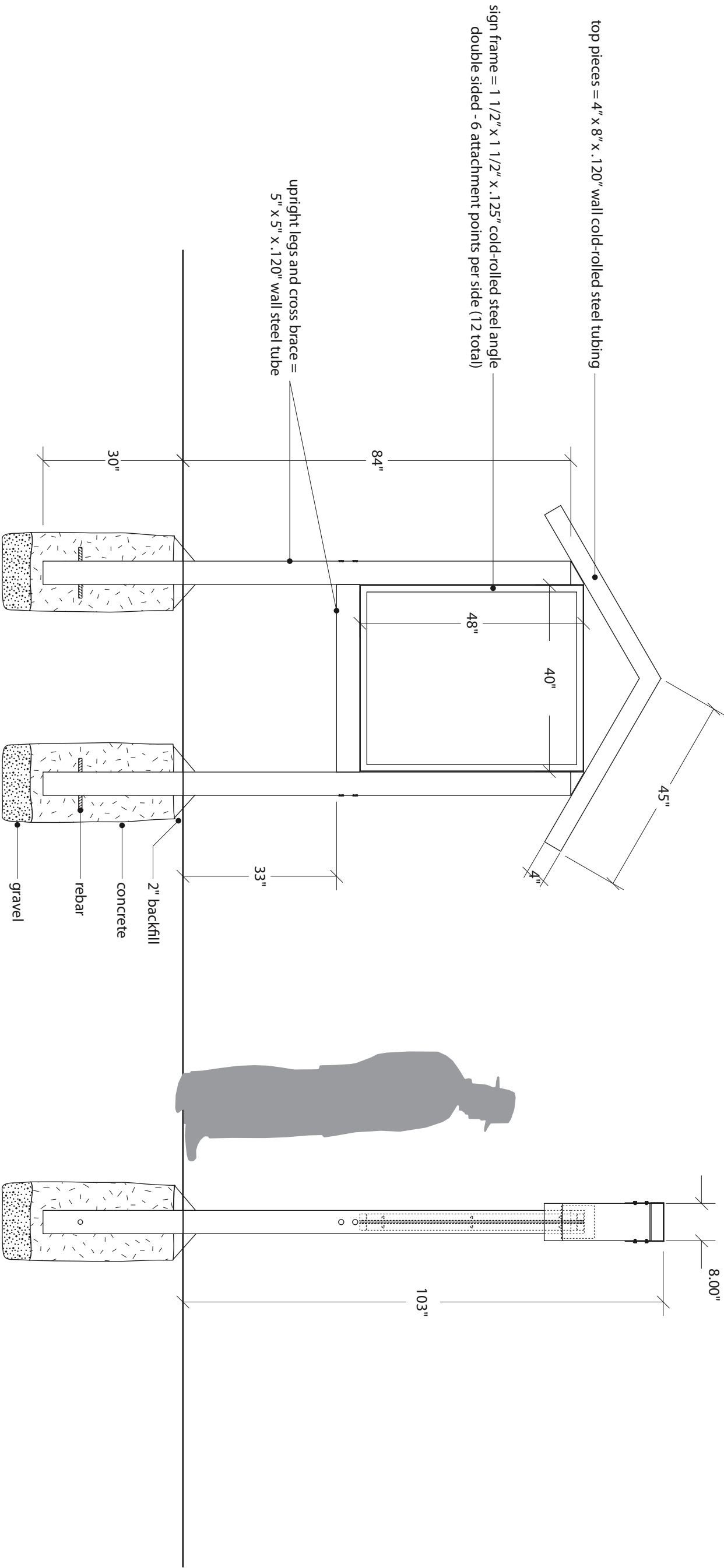
There are a total of five sign types in this drawing package. Only three of them have steel frames, and they are shown on page 1. The construction details shown on pages 2-6 are for the Easement Signs and apply to the other two sign types as well. Page 7 shows all the HPL graphic panels and electronic files are included on CD Rom.

| project | description | drawn by | date | item | scale | revision | page no | | | |
|---|--------------|----------|----------|-------------|----------|----------|---------|--|---|----------------------------------|
| Sonoma County Agricultural Preservation and Open Space District | Final Design | DS | 08/21/07 | Cover Sheet | No scale | | Cover | | Leslie Stone Associates 104 Caledonia St. Suite D Sausalito, CA 94965 | T 415 332 3306 F 415 332 3309 |



EASEMENT SIGN

| project | description | drawn by | date | item | scale | revision | page no. | | | |
|---|--------------------|----------|----------|-----------|-----------|----------|----------|---|---|----------------------------------|
| Sonoma County Agricultural Preservation and Open Space District | Schematic Overview | DS | 08/21/07 | All Signs | 3/8" = 1' | | 1 |  | Leslie Stone Associates 104 Caledonia St. Suite D Sausalito, CA 94965 | T 415 332 3306 F 415 332 3309 |

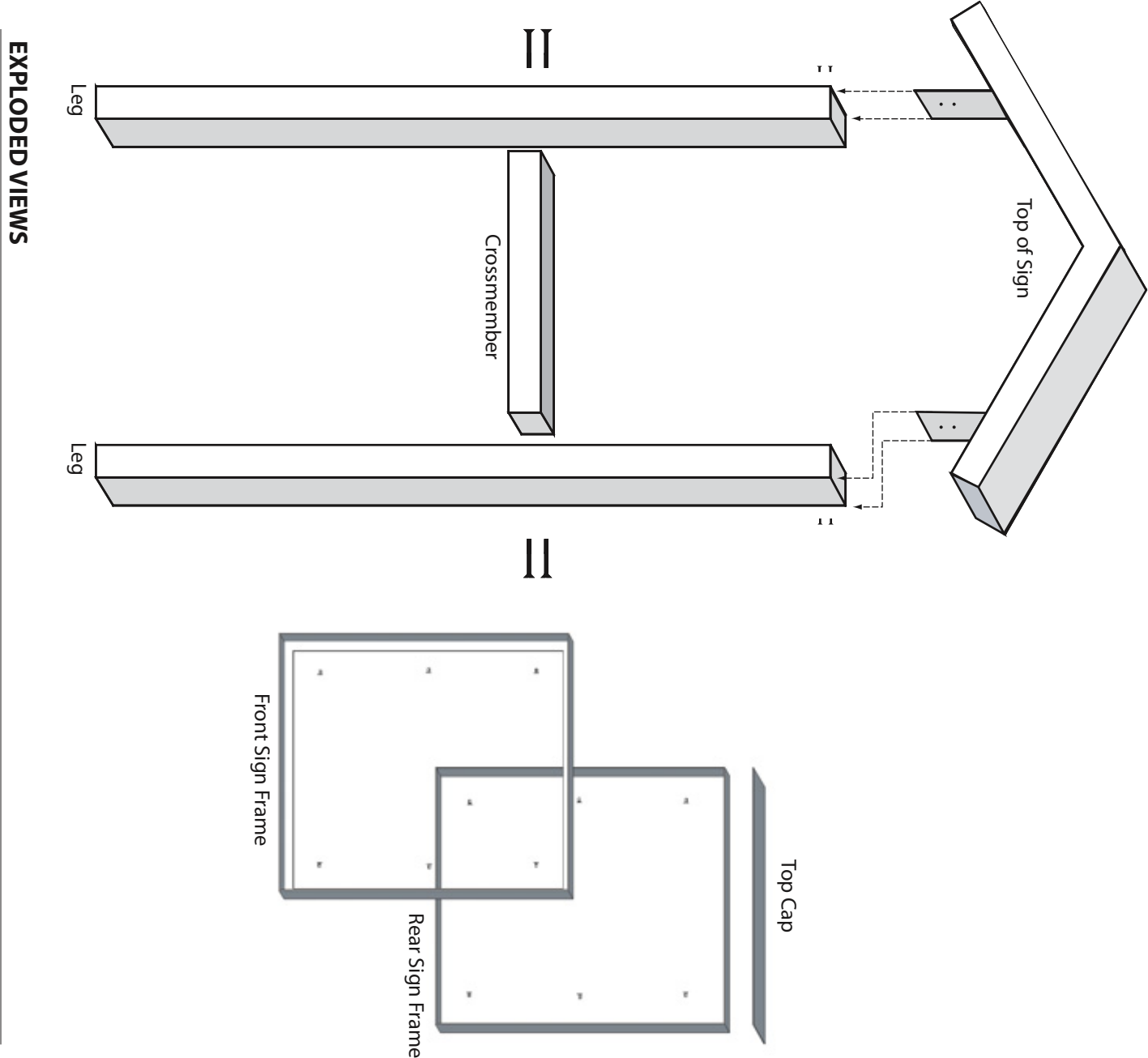


ELEVATION VIEW
scale: 1/2" = 1'

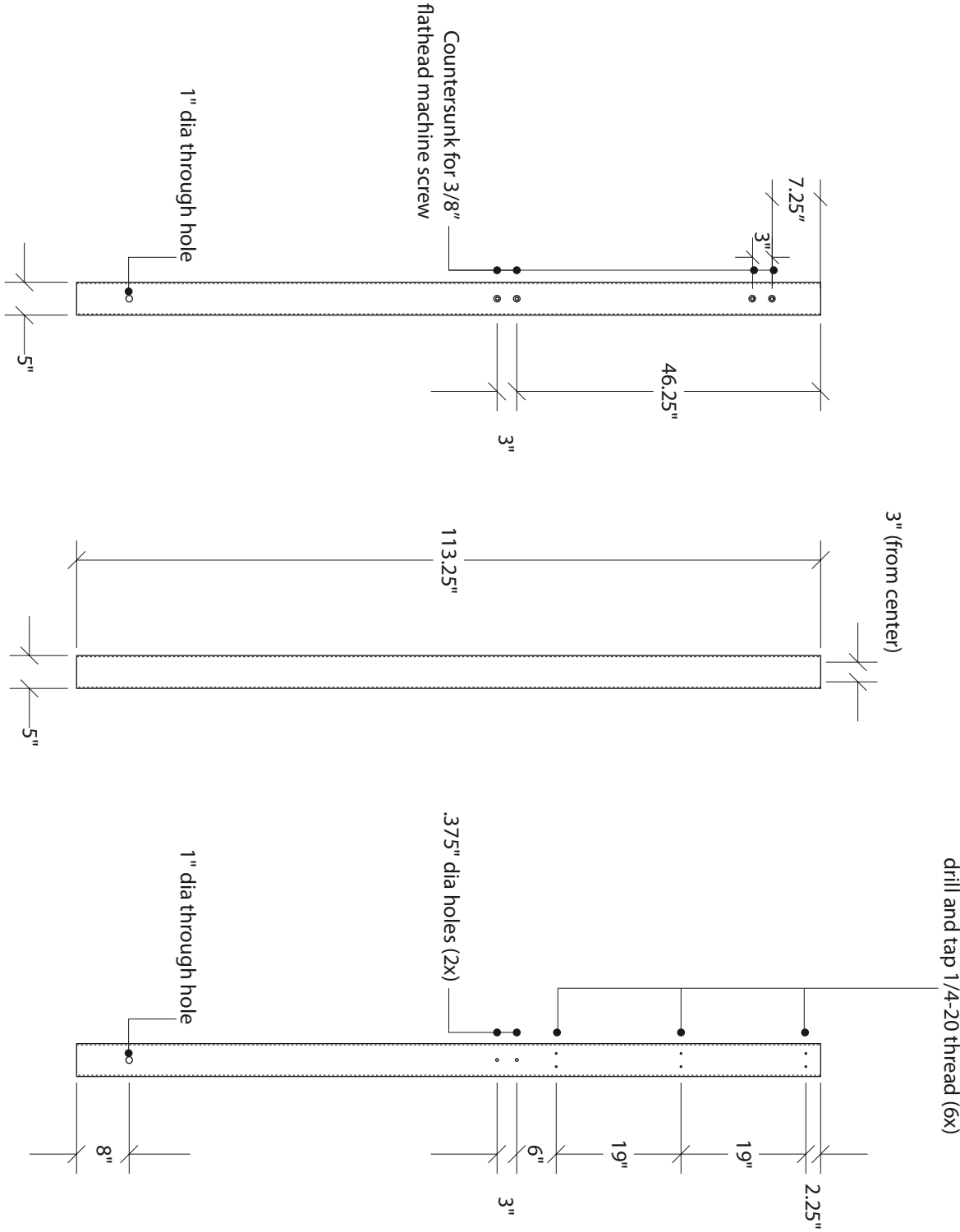
SIDE VIEW
scale: 1/2" = 1'

ELEVATIONS

| project | description | drawn by | date | item | scale | revision | page no. | | |
|--|----------------|----------|----------|---------------|----------|----------|----------|---|---|
| Sonoma County Agricultural Preservation and Open Space District | Sign Elevation | DS | 08/21/07 | Easement Sign | as shown | | 2 |  | Leslie Stone Associates 104 Caledonia St. Suite D Sausalito, CA 94965 T 415 332 3306 F 415 332 3309 |



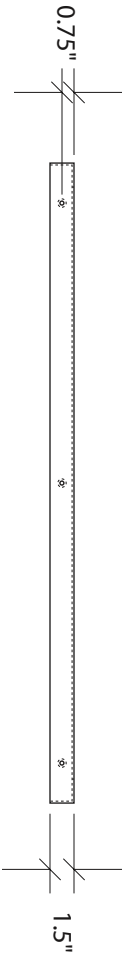
EXPLODED VIEWS



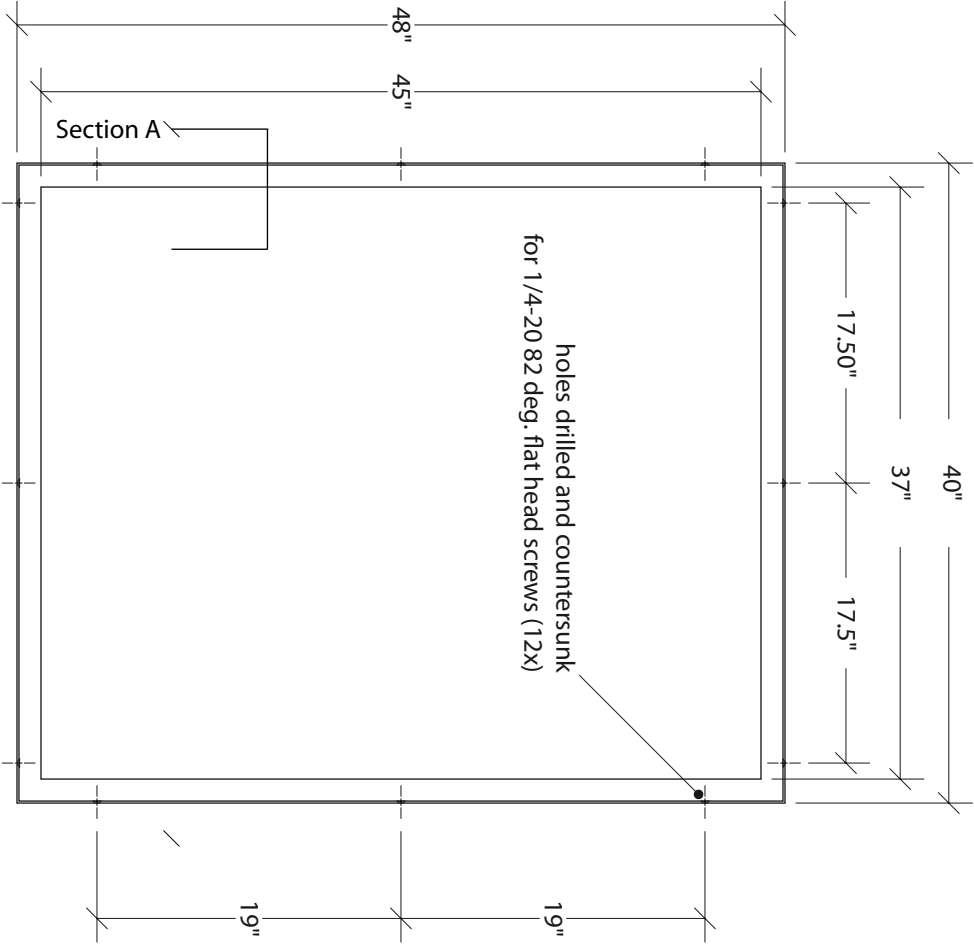
LEG DETAIL

| project | description | drawn by | date | item | scale | revision | page no. | Leslie Stone Associates 104 Caledonia St. Suite D Sausalito, CA 94965 | T 415 332 3306 F 415 332 3309 |
|--|-----------------|----------|----------|---------------|----------|----------|----------|---|----------------------------------|
| Sonoma County Agricultural Preservation and Open Space District | Typical Details | DS | 08/21/07 | Easement Sign | as shown | | 3 | | |

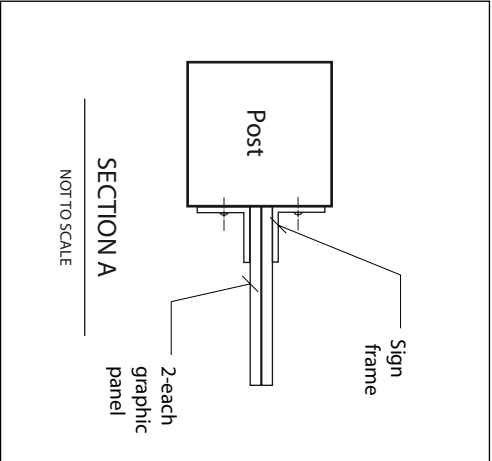




TOP VIEW
scale: 1" = 1'



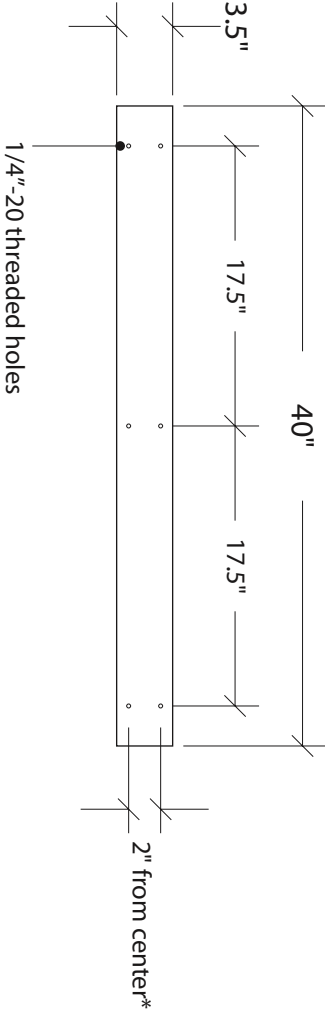
ELEVATION VIEW
scale: 1" = 1'



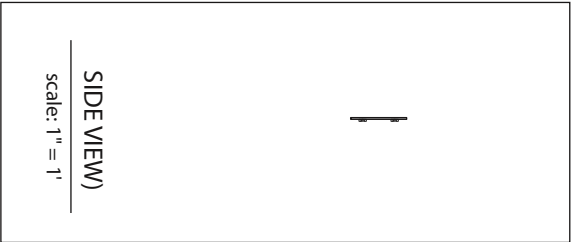
SECTION A
NOT TO SCALE



TOP VIEW
scale: 1" = 1'



ELEVATION VIEW
scale: 1" = 1'



SIDE VIEW
scale: 1" = 1'

SIGN FRAME

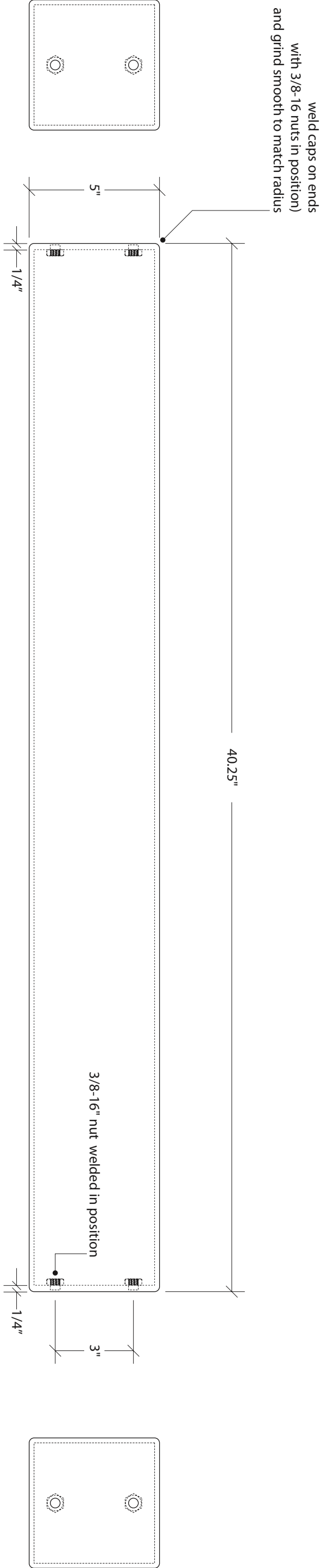
NOTE: When HPL sign panel is installed, add a bead of silicone sealant to prevent water intrusion on inside face of the sign frame.

| project | description | drawn by | date | item | scale | revision | page no. | | |
|---|-----------------|----------|----------|---------------|----------|----------|----------|--|--|
| Sonoma County Agricultural Preservation and Open Space District | Typical Details | DS | 08/21/07 | Easement Sign | as shown | | 4 | | |



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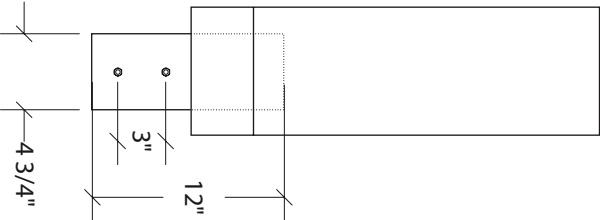
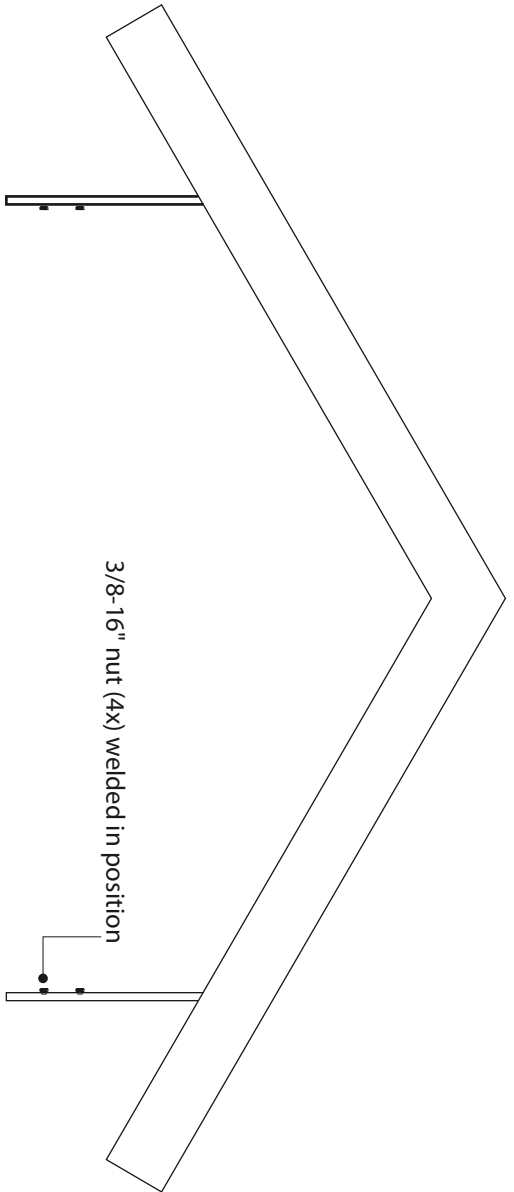
SIDE VIEW
scale: 3" = 1'

ELEVATION VIEW
scale: 3" = 1'

SIDE VIEW
scale: 3" = 1'

CROSS MEMBER

| project | description | drawn by | date | item | scale | revision | page no. | | | |
|---|-----------------|----------|----------|---------------|----------|----------|----------|--|---|----------------------------------|
| Sonoma County Agricultural Preservation and Open Space District | Typical Details | DS | 08/21/07 | Easement Sign | as shown | | 5 | | Leslie Stone Associates 104 Caledonia St. Suite D Sausalito, CA 94965 | T 415 332 3306 F 415 332 3309 |



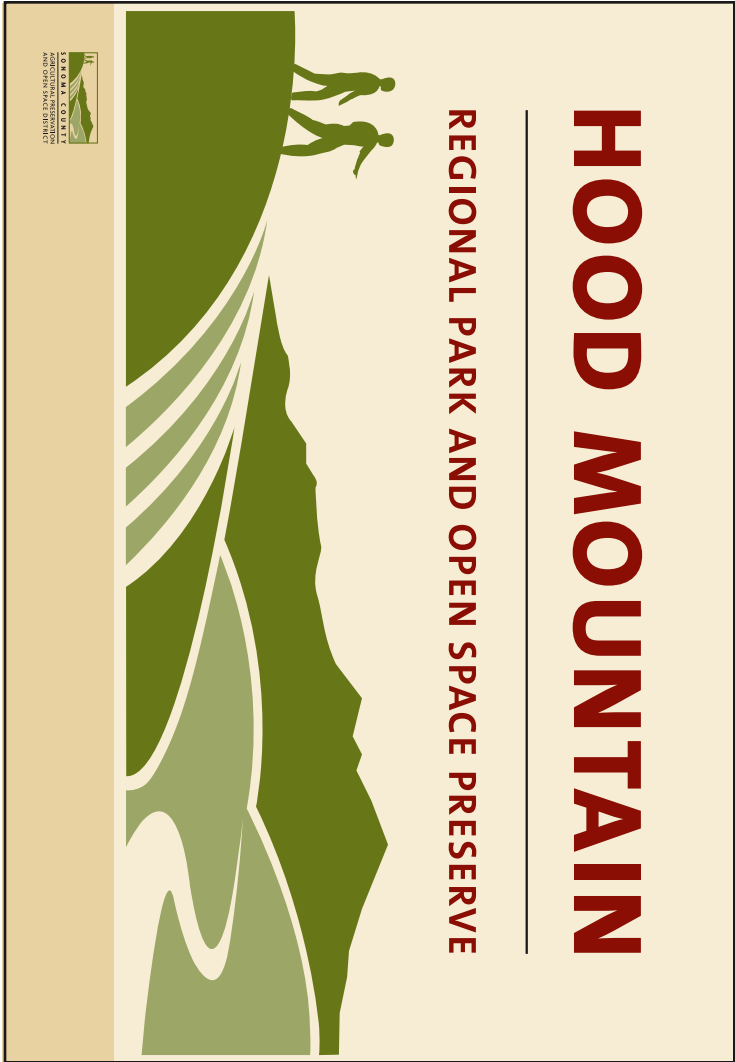
TOP OF SIGN

| project | description | drawn by | date | item | scale | revision | page no. |
|---|-----------------|----------|----------|---------------|----------|----------|----------|
| Sonoma County Agricultural Preservation and Open Space District | Typical Details | DS | 08/21/07 | Easement Sign | as shown | | 6 |



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1.1 Monument Sign 65” x 45” x 1/2”



1.2 Trailhead Sign 32” x 45” x 1/2”



1.2B Trailhead Regulation Panel 30” x 5” x 1/4”



2.1 Interim Sign 24” x 32” x 1/2”



3.1 Small Regulation Sign
3.2 Small Regulation Sign
3.3 Small Regulation Sign

3.1-3.3 Small Regulation Signs 11” x 18” x 1/4”



4.1 Easement Sign 40” x 48” x 1/2”



4.2 Easement Sign 40” x 48” x 1/2”



4.3 Easement Sign 40” x 48” x 1/2”

Note: Electronic files for these graphic panels are included on CD rom. These panels include a bleed that accommodates the sign frame.

| project | description | | drawn by | date | item | scale | revision | page no | | |
|---|--------------------|--|----------|----------|-----------|----------|----------|---------|--|--|
| Sonoma County Agricultural Preservation and Open Space District | Schematic Overview | | DS | 07/25/07 | All Signs | No scale | | 7 | | |



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