

WESTWOOD HILLS BROOM REMOVAL PROJECT

funded by a grant from the
North Coast Wildfire Resilience Planning & Implementation Grant Program

through the
California State Coastal Conservancy

sponsored by the
NAPA COUNTY RESOURCE CONSERVATION DISTRICT

REQUEST FOR COST PROPOSAL

November 4, 2025



Forest Health and Restoration Program Manager
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Napa, CA 94559
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WESTWOOD HILLS BROOM REMOVAL PROJECT

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Exhibits

Exhibit A: Project Plans and Specifications: Westwood Hills Broom Removal Project, July 19, 2025.

Exhibit B: Sample Contract

Exhibits Included by Reference

Caltrans Standard Specifications, latest edition

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WESTWOOD HILLS BROOM REMOVAL PROJECT

INSTRUCTIONS TO BIDDERS

1. Introduction

The **Westwood Hills Broom Removal Project** is being implemented by the Napa County Resource Conservation District (NRCD) with funding provided by the **North Coast Wildfire Resilience Planning & Implementation Grant Program** through the **California State Coastal Conservancy**. The NRCD is a division of state government responsible for the conservation of soil, water, and related natural resources within Napa County.

For the purposes of this document:

- **“Owner”** refers to the NRCD Board of Directors.
- **“Project Manager”** refers to the Napa County Resource Conservation District, located at 1303 Jefferson Street Suite 500B, Napa, CA 94559.
- **“Landowner(s)”** refers to the private or public property owner(s) on whose land the project will be implemented.

The Project Manager will oversee and approve all work for payment. The NRCD will provide daily management and project supervision as representatives of the Owner.

2. Scope of Work

The **Project** consists of oak woodland and wildlife habitat restoration, as well as wildfire mitigation, within Westwood Hills Park. The project includes removal of French broom and ladder fuels by pile and burning.

Bidders are invited to submit a proposal to furnish all labor, equipment, materials, permits, and incidental items necessary to complete the project as described in the **Plans and Specifications** prepared by **Napa RCD** dated **July 19, 2025**, which are attached hereto and incorporated by reference.

3. Location

The project is located within the Napa River Watershed in the City of Napa, California. The specific site address and directions will be provided to all prospective bidders prior to the optional pre-bid site walk.

SUBMISSION OF COST PROPOSAL

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

- A. Visited the site to familiarize themselves with all local conditions that in any manner affect cost, progress, or performance of the work.
- B. Developed their own plan takeoffs for determination of materials quantities independent of the design cost estimates.
- C. Familiarized themselves with all federal, state and local laws, ordinances, rules, and regulations that in any manner affect the cost, progress, or performance of the work.
- D. Have thoroughly examined and understand the bid documents, plans, and specifications.

A Cost Proposal shall be submitted to NRCD by **Tuesday, November 25th by 5:00PM** (Pacific Standard time zone) on the forms attached hereto. Submit the entire Request for Cost Proposal (RFCP) package with the Cost Proposal forms completely filled out and a construction schedule. A bid tour will be scheduled to take place on Monday, November 17, 2025 at 9:00am - 10:30am. Please contact Aaron Fairbrook, Forest Health and Restoration Program Manager, (707) 910-9566, Aaron@naparcd.org to get the location for the tour.

Email delivery at:
Aaron@naparcd.org

PREVAILING WAGES

This project is subject to prevailing wage requirements. Any As-Needed Agreement subject to prevailing wages will include provisions identifying the basis and prevailing wage requirements as provided below:

1. If the project is a Public Works Project funded with California State funds, California State prevailing wage rates will be required. Pursuant to California Labor Code 1725.5 all contractors and subcontractors must be currently registered and be in good standing with the California Department of Industrial Relations to be listed on a bid and work on a public works project. All contractors must electronically submit their payroll to the California Department of Industrial Relations and submit their payroll to the Prime Contractor. All contractors and subcontractors working on this project must keep certified payroll records in accordance with California Labor Code 1776. If there are federal funds involved, the higher of the two wage rates will be paid to workers.
2. In accordance with California Labor Code 1720, the Division of Labor Standards and Research has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay as provided for in section 1773.8. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.

3. It shall be mandatory upon the Contractor herein and upon any Subcontractor to pay not less than the said specified rates to all laborers, workers and mechanics employed by them in the execution of the Agreement pursuant to California Labor Code 1774.
4. Attention is directed to the provisions in section 1777.5 and sections 1777.6 of the California Labor Code concerning the requirement to employ apprentices by all Contractors and comply with the provisions outlined in California Labor Code 230.1.
5. The Contractor shall comply with and shall cause his subcontractors to comply with all laws and regulations governing the contractor's and subcontractor's performance on this project including, but not limited to: anti-discrimination laws, workers' compensation laws, and prevailing wage laws as set forth in California Labor Code, Sections 1720-1861 et seq. and licensing laws, as well as Federal Labor Standards set forth in the Davis-Bacon Act (40 USC 276(a-a5), the Copeland "Anti-Kickback" Act (40 USC 276c; and the Contract Work Hours and Safety Standards Act (CWHSSA) (40 USC 327-333). The contractor is required to include the prevailing wage language in all subcontracts pursuant to California Labor Code 1775(E)(b)(1). The Contractor shall post, at appropriate conspicuous points on the site of the Project, a schedule showing all the determined general prevailing wage rates.
6. The Contractor agrees to comply with California Labor Code Section 1775 (Payment of the Prevailing Wage Rates) and California Labor Code 1776 (keeping accurate records) and Labor Code 1777.5, placing responsibility for compliance with the statutory requirements for all apprenticeable occupations on the prime contractor. The Contractor shall comply with the requirements imposed by the California Labor Code Sections 1720 through 1861 regarding public works projects and prevailing wage laws and sections 16000-16800 of the California Code of Regulations.
7. Contractors and any Subcontractors shall be assessed penalties for violating the following California Labor Codes:
 1. 1815 for underpayment of any hours worked over 8 hours per day or 40 hours a week, with penalties assessed pursuant to California Labor Code 1813 for overtime, \$25.00 per worker per calendar day;
 2. 1775 for underpayment of the prevailing wage, not more than \$200.00 per day per worker, and not less than \$40.00;
 3. 1776 for inaccurate or incomplete payroll records, \$100.00 per each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.

INSURANCE REQUIREMENTS

See Exhibit B: Sample Contract documents

ENVIRONMENTALLY SENSITIVE AREAS

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

PERMITS AND PRE-CONSTRUCTION REQUIREMENTS

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

Permits: The following permits are required for this project and a copy will be provided to the NRCD by the CONTRACTOR. All contractors at the site must have possession of a copy of these documents and conform to their requirements.

- Bay Area Air District Regulation 5 Open Burning Notification

The CONTRACTOR must have the burn plan reviewed and approved by a burn boss. A pre-construction meeting with the Project Manager is mandatory prior to mobilization. This meeting will cover site preparedness and safety (including spill containment and fire suppression equipment), site access and approved access routes (Contractor is responsible for repairing, at their own expense, any damage from unauthorized access), site cleanliness, and environmental compliance with all applicable Best Management Practices (BMPs) and mitigation measures.

CONTRACT DOCUMENTS

Attached to this Request for Cost Proposal package is Exhibit B: Sample Contract. Bidders are expected to thoroughly examine and understand the contents of each of these documents, which contain pertinent and specific information regarding every aspect of project construction. These contract documents will be included in the final contract made between the successful bidder and the NRCD.

LICENSES

This job requires a California State Contractor's License, Classification A.

BONDING

If the Contract value is greater or equal to one hundred thousand dollars (\$100,000), the CONTRACTOR shall provide a performance bond in favor of the NRCD in the

amount of one hundred percent (100%) of the contract price and a labor and materials bond in favor of the NRCD in the amount of one hundred percent (100%) of the contract price.

PROJECT TIMELINE

Date	Item	Notes
November 17, 2025	Bid Tour	You must RSVP by calling Aaron Fairbrook at (707) 910-9566 or email Aaron@naparcd.org . Bid tour is optional but only questions brought up during bid tour will be answered.
November 18, 2025	Questions Answered	Any outstanding questions from bid tour (only) will be answered by 5:00pm.
November 25, 2025	Proposals Due	Cost Proposals and construction schedules are due by 5:00pm.
December 2, 2025	Contract Executed	Contractor enters into a bona fide contract with NRCD: DIR registration, contract signed, insurance provided, W-9 paperwork submitted and performance bond issued.
December 8, 2025	Construction Start	Construction and inspections may begin.
October 15, 2027	Construction Completion Deadline	Deadline for completion of work.

Project Schedule and Communication

The Contractor shall complete all construction within **30 working days**, defined as Monday through Friday, excluding weekends, holidays, and rain days, and within the overall deadline specified in the project timeline for each phase of work.

Prior to mobilization, the Contractor shall submit a **construction schedule** to the NRCD Project Manager for review and approval. The schedule may be adjusted at the discretion of NRCD in response to inclement weather, saturated soil conditions, or other unforeseen delays.

The Contractor is responsible for promptly communicating any project delays, safety issues, or potential problems to the **Project Manager or Project Engineer**. No work shall begin until written authorization is provided by NRCD.

A **pre-construction meeting** will be held with the successful bidder, landowner, and NRCD prior to the start of work.

INSPECTIONS

All work performed under this contract shall be subject to inspection by the NRCD Project Manager and/or Project Engineer. The Contractor shall provide adequate notice prior to covering or completing any work that requires inspection.

Inspections will occur at key stages of construction and upon project completion to verify conformance with project plans, specifications, and permit requirements. Specific inspection points will be identified by the Project Manager at or before the pre-construction meeting.

The Contractor shall fully cooperate with all inspection personnel and provide safe access to the work areas during construction.

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COST PROPOSAL

Cost Proposal

To: Napa County Resource Conservation District

From: _____ (Name of Contractor)

Having reviewed the project plans, specifications, and site conditions for Westwood Hills Broom Removal Project, dated July 19th, 2025 we hereby propose to furnish all labor, materials, equipment, and services necessary to complete the project in accordance with the contract documents and to the satisfaction of the Napa County Resource Conservation District (NRCD).

This proposal is submitted as a lump sum bid covering all items of work described in the project plans and specifications. No additional payment will be made beyond the agreed contract amount without written authorization from the NRCD through an approved change order.

We understand that the NRCD is not responsible for any loss of anticipated profits resulting from reductions in project scope or quantities.

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The project involves all of the work indicated on the attached plans and specifications. Napa RCD would like a cost comparison between scorching new growth vs. applying herbicide costs for Phase 3. Please provide cost estimates for the following work:

Treatment Type	Est. Amt.	Total
Mobilization (include performance bond, burn permit, burn boss review, etc.)	1 time	
Phase 1: Cut and pile French broom (Contractor cut French broom and create 4x4' piles on top of broom stumps.)	41 acres	
Phase 2: Pile burning French broom (Contractor burn 4x4' piles according to permit and burn plan if applicable.)	41 acres	
Phase 3 (Option A): Flame French broom resprouts. Contractor torch resprouts of French Broom	41 acres	
Phase 3 (Option B): Herbicide Contractor applies herbicide (Triclopyr + Aminopyralid + a surfactant (Garlon 4 Ultra + Milestone + Hasten-EA)	41 acres	
TOTAL BID OPTION A:		
TOTAL BID OPTION B:		

Add/Alternates	Est. Amt.	Total

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

Add-on work

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

A) Materials purchased and delivered to the site: Contractor's purchase cost, as documented by sales receipts, plus ___ percent for contractor handling and profit

B) List all equipment you expect to use on the project and a cost per hour, including the operator.

_____, \$ _____/hour

_____, \$ _____/hour

_____, \$ _____/hour

_____, \$ _____/hour

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

_____, \$ _____/hour

_____, \$ _____/hour

_____, \$ _____/hour

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

Name of Subcontractor _____

License # _____ Classification _____

Name of Subcontractor _____

License # _____ Classification _____

I hereby certify that:

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

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

President _____

Vice-President _____

Secretary _____

Treasurer _____

or B.) a partnership consisting of: _____

and _____;

or C.) an individual trading as: _____
in the County of _____, State of _____

2.) that I have thoroughly examined the plans and specifications, contract documents and all other items bound herein;

3.) that I have carefully prepared this Cost Proposal form and have checked the same in detail before submitting this bid;

4.) that I have full authority to make such statements and to submit this bid on the Company's behalf; and

5.) that the statements herein are true and correct.

Signature _____ Date _____

By _____ Title _____

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

Name of Qualifier for License _____

Federal Tax Identification No. _____

Company Address _____ Phone _____

Project Representative _____

Representative's Phone No. _____

See checklist of Labor Law Requirements (next two pages)

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Checklist of Labor Law Requirement

Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that their sub and specialty contractors know their responsibilities on public works projects. Contractors who understand and comply with the law are more likely to deliver the job on time, on budget and done right the first time. We suggest the prime contractor encourage completion of this checklist by their sub and specialty contractors.

NAME (PRINT) _____ DATE _____

COMPANY _____ PHONE _____

ADDRESS _____ FAX _____

CITY _____ STATE _____ ZIP CODE _____

PROJECT MANAGER _____ SUPERINTENDENT/FOREMAN _____

CERTIFIED PAYROLL _____ PHONE/EXT. _____

CONTRACTOR LICENSE NO. _____ EXP. DATE _____ SPECIALTY LICENSE NO. _____

SELF-INSURED CERTIFICATE NO. _____ WORKERS COMP. POLICY NO. _____

PROJECT NAME _____ PROJECT #/BID PACKAGE# _____

AWARDING BODY _____ ADVERTISEMENT DATE _____

IF SUB-CONTRACTING, LIST YOUR PRIME/GENERAL CONTRACTOR _____

CONTRACT AWARD AMOUNT _____

THE FEDERAL AND STATE LABOR LAW REQUIREMENTS APPLICABLE TO THE CONTRACT ARE COMPOSED OF, BUT NOT LIMITED TO, THE FOLLOWING:

Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. *Labor Code Section 1770 et seq.*

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, www.dir.ca.gov/dlsr/statistics_research.html.

Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of *Labor Code Section 1777.5*, relating to Apprentices on Public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under *Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813*.

Certified Payroll Reports

Under *Labor Code Section 1776*, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. (*California Code of Regulations, Section 16401*).

Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a

Checklist of Labor Law Requirements, continued

given week, the Certified Payroll Report shall be annotated: "No work" for that week or a Non-Performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to *Labor Code Section 1776*.

Under *Labor Code Section 1776(g)* there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

Nondiscrimination in Employment

There exist prohibitions against employment discrimination under *Labor Code Sections 1735 and 1777.6*, the *Government Code*, the *Public Contracts Code*, and *Title VII of the Civil Rights Act of 1964*.

Kickbacks Prohibited

Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under *Labor Code Section 1778*.

Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under *Labor Code Section 1779*; or for filling work orders on public works contracts pursuant to *Labor Code Section 1780*.

Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to *Government Code Section 4104*.

Proper Licensing

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractor License Law found at *Business and Professions Code Section 7000 et seq.*

Unfair Competition Prohibited

Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under *Business and Professions Code Sections 17200 to 17208*.

Workers Compensation Insurance

Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

Proof of Eligibility/Citizenship

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

Itemized Wage Statement

Labor Code Section 226 requires that employees be provided with itemized wage statements.

CERTIFICATION

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

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor _____ (SIGNATURE) _____ (DATE)

Awarding Agency /Labor Compliance Program _____ (SIGNATURE) _____ (DATE)

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Exhibit A: Project Plans and Specifications

WESTWOOD HILLS FRENCH BROOM REMOVAL PROJECT

Project Title: Broom Removal and Vegetation Management - Westwood Hills French Broom Removal Project

Location: Approximately 107 acres within Napa River Watershed, City of Napa, Napa County, California

1. Project Overview

The purpose of this project is to reduce hazardous fuels, restore native vegetation, and improve ecological resilience through the removal and control of invasive **French broom (*Genista monspessulana*)** and related broom species.

The work will be completed in three phases:

- **Phase 1:** Hand Crew Removal
- **Phase 2:** Pile Burning
- **Phase 3:** Torching of Regrowth or Applying Herbicide

All work will be performed under the direction of the Napa County Resource Conservation District (NRCD) Project Manager, in coordination with the landowner and any designated agency partners.

2. Phase 1: Cutting, Piling, and Burning

Task 1.1. Broom Cutting

- Contractor shall cut and remove all mature broom within the designated 41-acre treatment area, as flagged or mapped by NRCD prior to mobilization.
- All broom stems $\geq \frac{1}{2}$ inch diameter shall be cut at or below ground level using hand tools or mechanical brush cutters.
- Cutting shall occur during dry site conditions to minimize soil disturbance.
- All live material shall be cut prior to seed set whenever feasible.

Task 1.2. Pile Construction

- All cut broom material shall be consolidated into burn piles approximately 4-5 feet in diameter and 2-3 feet high, placed in locations approved by NRCD and the landowner.
- Piles shall be spaced to minimize heat damage to surrounding vegetation and soil (minimum 20 feet from trees or structures, 50 feet from waterways unless otherwise approved).
- No piles shall be placed on unstable slopes, near sensitive habitat, or over root systems of desirable trees, or directly under low hanging trees.
- Pile construction and burning guidelines outlined in the 2024-2025 Burn Pile Guide should be considered.
 - <https://www.allhandsecology.org/wp-content/uploads/2024/12/Burn-Pile-Guide-241105.pdf>

2. Phase 2: Pile Burning

- Burning shall occur only under approved burn permits issued by Cal Fire and Bay Area Air Quality Management District (BAAQMD), as applicable.
- Contractor shall notify the Project Manager at least 48 hours prior to burning.
- Contractor shall ensure that proper safety measures are in place, including fire control tools, water supply, and personnel trained in pile burning operations.
- Piles shall be ignited and monitored in accordance with permit conditions and weather restrictions.
- Contractor shall conduct mop-up to ensure all piles are fully extinguished prior to demobilization.

3. Phase 3: Flaming or Herbicide Treatment of Regrowth

Option A: Flaming

Task 3.1. Timing, Materials, Application Method

- Approximately 6-12 months after initial cutting, Contractor shall return to the site to treat broom resprouts and seedlings within the previously cleared areas.
- Scorching of broom resprouts will be performed by using a handheld propane torch on targeted resprouts.

Option B: Herbicide Treatment

Task 3.2. Timing and Materials

- Approximately 6-12 months after initial cutting, Contractor shall return to the site to treat broom resprouts and seedlings within the previously cleared areas.
- Herbicide treatment shall be performed only by personnel with a valid California Pesticide Applicator License or Qualified Applicator Certificate.
- Herbicide shall be applied in accordance with label requirements, NRCD-approved Integrated Pest Management (IPM) guidelines, and all applicable local, state, and federal laws.

Task 3.3. Application Method

- Use cut-stump or basal bark application methods where feasible to minimize non-target impacts.
- Herbicide selection (e.g., triclopyr-based or equivalent) will be approved by NRCD prior to use. Prefer a Triclopyr + Aminopyralid + a surfactant (Garlon 4 Ultra + Milestone + Hasten-EA) mixture.
- Contractor shall use dye indicators to ensure accurate application and avoid re-treatment overlap.

Task 3.4. Reporting

- Contractor shall provide a written record of all herbicide use including date, time, location, product, concentration, method, and total quantity applied.
- Records shall be submitted to NRCD within 10 business days following treatment completion.

4. General Requirements

- Contractor shall provide all labor, equipment, tools, fuel, and supplies required to complete the work.
- Contractor shall comply with all safety, environmental, and labor requirements identified in this bid package.
- Contractor shall prevent erosion, minimize soil disturbance, and protect desirable native vegetation during all operations.
- Contractor shall attend a pre-construction meeting with NRCD prior to mobilization and a final inspection at completion of each phase.

5. Deliverables

- Completion of cutting and piling across the designated 41-acre treatment area.

- Documentation and verification of successful pile burning in compliance with permits.
- Torching treatment of all identified broom resprouts within the project area.
- Submission of daily logs and final summary report detailing acreage treated, materials used, and any issues encountered.

Exhibit B: Sample Contract

**NAPA COUNTY RESOURCE CONSERVATION DISTRICT
AGREEMENT NO. [FILL OUT]**

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is made and entered into by and between the NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a political subdivision of the State of California (“**NCRCD**”) and [NAME FILL OUT] (DBA [DBA NAME FILL OUT]) located at [ADDRESS FILL OUT] (“**CONTRACTOR**”). The “**Effective Date**” of this Agreement is [FILL OUT]. NCRCD and CONTRACTOR may be referred to individually as “**Party**” or collectively as “**Parties.**”

RECITALS

WHEREAS, NCRCD is authorized by Public Resources Code section 9408 to enter into contracts with Federal or state agencies to receive funds, and to enter into contracts with private persons to cooperatively expend funds, in furtherance of NCRCD purposes, and is further authorized by Public Resources Code section 9412 to provide technical assistance to private landowners to support projects that minimize resource degradation;

WHEREAS, [FILL OUT]

WHEREAS, NCRCD now desires to retain CONTRACTOR to provide services for the Project;
and

WHEREAS, CONTRACTOR is qualified and willing to provide such specialized services to NCRCD under the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, NCRCD hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve NCRCD, in accordance with the terms and conditions set forth herein:

TERMS

1. **Term of the Agreement.** The term of this Agreement (“**Term**”) shall commence on the **Effective Date and shall expire on [FILL OUT]**, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the Term, and the obligations of CONTRACTOR to NCRCD prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention) shall also survive the Term of this Agreement.

2. **Scope of Services.** CONTRACTOR shall provide NCRCD those services set forth in Exhibit "A," attached hereto and incorporated by reference herein.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NCRCD shall pay CONTRACTOR at the rates set forth in Exhibit "B," attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by NCRCD upon submission of an invoice in accordance with Paragraph 4 at the rates and in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of [FILL OUT] for professional services expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NCRCD of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Requests for reimbursement shall also describe the nature and cost of the expense and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the NCRCD Accounting & Administration Specialist who, after review and approval as to form and content, shall submit the invoice to the NCRCD Executive Director or Board of Directors for approval and to the Napa County Auditor for payment.

(b) Legal status. So that NCRCD may properly comply with its reporting obligations under Federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the NCRCD District Administrator upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or the State of California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents, and employees of CONTRACTOR are not, and

shall not be deemed, NCRCD employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NCRCD may monitor the work performed by CONTRACTOR. With the exception of funds describe in paragraph 3(e) of this Agreement, NCRCD shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and Federal taxes. As between the Parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, NCRCD, in addition to any other rights or remedies which NCRCD may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NCRCD with certification of all such coverages upon request by NCRCD's District Administrator.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability or errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased, and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NCRCD's Executive Director, demonstrated by other evidence of coverage acceptable to NCRCD's Risk Manager, which shall be filed by CONTRACTOR with NCRCD prior to commencement of performance of any of CONTRACTOR's duties; shall reference this Agreement by its NCRCD Agreement number; shall be kept current during the term of this Agreement; shall provide that NCRCD shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3), CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NCRCD, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NCRCD shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NCRCD with respect to any insurance or self-insurance programs maintained by NCRCD. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NCRCD's District Administrator, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NCRCD's District Administrator, which approval shall not be denied unless NCRCD's District Administrator determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request of NCRCD's District Administrator if the District Administrator determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NCRCD, its officers, employees, agents, and

volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation, General Liability, and Professional Liability insurance requirements set forth in this Paragraph 7.

8. Hold Harmless/Defense/Indemnification.

(a) Indemnity for Design Professional Liability. With respect to the performance of design professional services by a design professional as defined in California Civil Code Section 2782.8, to the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless NCRCD, its officers, officials, agents, employees, and volunteers (collectively and/or individually "NCRCD") from and against any and all liabilities, claims, damages, losses, costs, or expenses (including, without limitation, costs, attorneys' fees, and expert fees of litigation and alternative dispute resolution) of every nature to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONTRACTOR or any of its officers, employees, servants, agents, or subcontractors (collectively and/or individually "CONTRACTOR"), in the performance of this Agreement or failure to comply with any obligations of the Agreement. If it is finally determined (through a non-appealable judgment or an agreement between NCRCD and CONTRACTOR) that liability is caused by the comparative negligence or willful misconduct of NCRCD, then CONTRACTOR's indemnification and hold harmless obligation shall not exceed CONTRACTOR's finally determined percentage of liability based upon the comparative fault of CONTRACTOR.

Irrespective of any language to the contrary in this Agreement, CONTRACTOR has no duty to provide or to immediately pay for an up-front defense of NCRCD against unproven claims or allegations, but shall reimburse those litigation costs and expenses (including, without limitation, attorneys' fees, and expert fees) incurred by NCRCD to the extent caused by the negligence, recklessness, or willful misconduct of CONTRACTOR. In no event shall the cost to defend charged to CONTRACTOR exceed CONTRACTOR's proportional percentage of fault, except as described in Section 2782.8(a) and (e) of the California Civil Code.

(b) Indemnity for Other Than Design Professional Liability: Except as provided in subsection 8(a), to the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend (with counsel agreed to by NCRCD), and indemnify NCRCD and its officers, officials, agents, employees, and volunteers (collectively and/or individually "NCRCD") from and against any and all liability, claim, loss, damage, expense, costs (including, without limitation, costs, attorneys' fees, and expert fees of litigation) of every nature arising out of, related to, or in connection with the performance of work hereunder by CONTRACTOR or any of its officers, employees, servants, agents, or subcontractors, or the failure of the same to comply with any of the obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or sole willful misconduct of NCRCD.

CONTRACTOR's duty to defend applies immediately, whether or not liability is established.

An allegation or determination that persons other than CONTRACTOR are responsible for the claim does not relieve CONTRACTOR from its separate and distinct obligation to defend as stated herein.

(c) No Limitations. Acceptance by NCRCD of insurance certificates and endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. The obligations of CONTRACTOR under this Section 8 will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to NCRCD, its officers, officials, agents, employees, and volunteers. For purposes of Section 2782 of the California Civil Code, the parties hereto recognize and expressly agree that either (1) this Agreement is not a construction contract; (2) this Agreement is a construction contract and it conforms to Section 2782; or (3) they have negotiated and expressly agreed to the allocation of liability between them.

(d) Subcontractors. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 8 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of CONTRACTOR in the performance of this Agreement. Failure of NCRCD to monitor compliance with these requirements imposes no additional obligations on NCRCD and will in no way act as a waiver of any rights hereunder.

(e) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold NCRCD and its officers, agents, and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination for Cause.** If either Party shall fail to fulfill in a timely and proper manner that Party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other Party describing the nature of the breach, the non-defaulting Party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting Party in the manner set forth in Paragraph 13 (Notices). NCRCD hereby authorizes the NCRCD Executive Director to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of NCRCD for cause.

10. **Other Termination.** This Agreement may be terminated by either Party for any reason and at any time by giving prior written notice of such termination to the other Party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by NCRCD unless an opportunity for consultation is provided prior to the effective date of the termination. NCRCD hereby authorizes the NCRCD Executive Director to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf

of NCRCD for the convenience of NCRCD.

11. **Disposition of, Title to, and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, the property of both NCRCD and CONTRACTOR. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only NCRCD shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to NCRCD for damages sustained by NCRCD by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NCRCD may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NCRCD from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person, by email, or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either Party desires to give the other Party shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NCRCD
Lucas Patzek, Executive Director
1303 Jefferson St., Ste. 500B
Napa, CA 94559
lucas@naparcd.org
707-690-3119

CONTRACTOR
[FILL OUT]

14. **Compliance with Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the

Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents, and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NCRCD employees or contractors. For purposes of this Paragraph, references in the Policies to "County" and "County of Napa" shall mean NCRCD, to "Board" or "Board of Supervisors" shall mean the NCRCD governing board, and to "personnel director," "county administrator (or CEO)," or any other specifically-titled Napa County officer shall mean the NCRCD Executive Director.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the County computer network shall sign and have on file with Napa County's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995, and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR, which relates to NCRCD's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR, to the extent provided by law, shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of NCRCD, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to NCRCD all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by NCRCD.

16. **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NCRCD Executive Director, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for

NCRCD to withhold its consent to assignment.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both Parties. In particular, only NCRCD, through its Board of Supervisors in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in Federal court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the Federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation, or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either Party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State, and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability,

genetic information, or medical condition (including cancer, HIV, and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5), and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to NCRCD for inspection.

(c) Labor Laws. If this Agreement involves a public work, the provisions of Exhibit "E" (Prevailing Wage) apply.

(d) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

20. **Taxes**. CONTRACTOR agrees to file Federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and Federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold NCRCD harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NCRCD is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NCRCD with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention**. NCRCD, any Federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Except where longer retention is required by any Federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NCRCD makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and NCRCD each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The Parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to NCRCD and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NCRCD may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NCRCD relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, NCRCD may terminate this Agreement immediately upon giving written notice without further obligation by NCRCD to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NCRCD has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the District Administrator of NCRCD "assuming office," "annual," and "leaving office" Statements of Economic Interest as a "consultant," as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. By authorizing its President to execute this Agreement on its behalf, NCRCD's Board of Directors and Executive Director hereby determine in writing on behalf of NCRCD that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

24. **Non-Solicitation of Employees.** Each Party agrees not to solicit for employment the employees of the other Party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other Party, except that nothing in this Paragraph shall preclude either Party from publishing or otherwise distributing applications and information regarding that Party's job openings where such publication or distribution is directed to the public generally.

25. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

26. **Attorneys' Fees.** In the event that either Party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing Party in such litigation shall be entitled to all costs and reasonable attorney's fees

incurred in connection with such action.

27. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

28. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this the Parties have executed this Agreement below.

[Signatures on following page]

"CONTRACTOR" [FILL OUT]

By: _____ Date: _____
[FILL OUT]

"NCRCD" NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a special district
of the State of California

By: _____ Date: _____
LUCAS PATZEK, Executive Director

EXHIBIT "A"

SCOPE OF WORK

CONTRACTOR shall provide **[FILL OUT]**

EXHIBIT "B"

BUDGET & COMPENSATION

I. BUDGET

The total payment for services and expenses under this Agreement shall not exceed [FILL OUT].

II. COMPENSATION

[FILL OUT]

EXHIBIT "E"
PREVAILING WAGE

- 1.7 **In General.** For purposes of California labor law, this is a public works contract subject to the provisions of Part 7 of Division 2 of the California Labor Code (Sections 1720 et seq.). In accordance with Labor Code Section 1771, CONTRACTOR and all subcontractors shall pay not less than current prevailing wage rates as determined by the California Department of Industrial Relations ("DIR") to all workers employed on this project. In accordance with Labor Code Section 1815, CONTRACTOR and all subcontractors shall pay all workers employed on this project 1 ½ the basic rate of pay for work performed in excess specified hour limitations. The work performed pursuant to this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 2.7 **Registration.** CONTRACTOR and all subcontractors are not qualified to bid on or be listed in a bid proposal, subject to the requirements of section 4104 of the California Public Contract Code, and shall not engage in the performance of any work under this Agreement, unless currently registered and qualified to perform public work pursuant to section 1725.5 of the California Labor Code. CONTRACTOR represents and warrants that it is registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code and will provide its DIR registration number, along with the registration numbers of any subconsultants as required, to NCRCD.
- 3.7 **Posting.** CONTRACTOR shall post at the job site the determination of the DIR director of the prevailing rate of per diem wages together with all job notices that are required by regulations of the DIR.
- 4.7 **Reporting.** CONTRACTOR and any subcontractors shall keep accurate payroll records in accordance with Section 1776 of the Labor Code and shall furnish the payroll records directly to the Labor Commissioner in accordance with the law.
- 5.7 **Report on Prevailing Rate of Wages.** NCRCD has obtained the general prevailing rate of per diem wages in the vicinity of the project for each type of worker needed, a copy of which is on file at NCRCD's offices, and shall be made available to any interested party upon request.
- 6.7 **Employment of Apprentices.** CONTRACTOR's attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor. It shall be the responsibility of the CONTRACTOR to effectuate compliance on the part of itself and any subcontractors with the requirements of said sections in the employment of

apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- 7.7 **Penalties.** CONTRACTOR's attention is directed to provisions in Labor Code Sections 1775 and 1813. In accordance with Labor Code Section 1775, CONTRACTOR and subcontractors may be subject to penalties for CONTRACTOR's and subcontractors' failure to pay prevailing wage rates. In accordance with Labor Code Section 1813, CONTRACTOR or subcontractors may be subject to penalties for CONTRACTOR's or subcontractors' failure to pay overtime pay rates for hours worked by workers employed on this project in excess specified hour limitations.

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