

Release Date: Monday, August 24, 2026



REQUEST FOR PROPOSALS

Construction Services for Westwood Hills Broom Removal Project for Napa County Resource Conservation District

Deadline for Submission

Friday, September 18, 2026, at 5:00 p.m. PST

I. BACKGROUND INFORMATION:

Napa County Resource Conservation District ("Napa RCD") is working on the implementation phase for a broom removal project at Westwood Hills Park (**Project**) with funding provided by the North Coast Wildfire Resilience Planning and Implementation Grant Program. The Napa RCD is a division of state government responsible for the conservation of soil, water, and related natural resources within Napa County.

The **Project** consists of oak woodland and wildlife habitat restoration, as well as wildfire mitigation, within Westwood Hills Park, which is owned by the City of Napa. The project includes hand crews removing French broom and ladder fuels by cutting, piling, burning, and applying herbicide on new growth/seedlings.

Napa RCD is issuing a Request for Proposals (**RFP**) to select a qualified Contractor to implement the Project. For a more detailed description of the Project, see the draft Scope of Work in Exhibit A. Work may begin as early as fall 2026.

Napa RCD has prepared a draft Scope of Work in Exhibit A attached hereto and incorporated herein by reference ("Draft Scope of Work"). The final scope of work to be included in the Contract with the successful Respondent will be based on the Draft Scope of Work as well as the Proposed Scope of Work, provided by the successful Respondent in the Proposal Submittal section and may

be the subject of negotiations between Napa RCD and the successful Respondent.

2. CONSTRUCTION CONTRACT REQUIREMENTS:

All Attachments referenced in this RFP can be found on Napa RCD's website (<https://naparcd.org/get-involved/rfps-and-rfqs/>).

A copy of the sample Professional Services Agreement ("Contract") typically used by Napa RCD is attached as Exhibit C. Respondents are strongly encouraged to have the Contract reviewed by their legal counsel and insurance company. Any objections and/or proposed changes to the Contract must be included in the Respondent's Proposal and are subject to Napa RCD approval.

In accordance with California Labor Code Section 1771, all workers engaged in performance of the specified contract work shall be paid not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the project is to be performed, including for holiday and overtime work as determined by the Director of Industrial Relations. See the Contract for more detail on prevailing wage requirements.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). **No contractor or subcontractor shall be qualified to bid or enter into any contract for public work, unless registered and qualified to perform public work pursuant to Labor Code section 1725.5.** Contractor shall provide proof of registration, including each subcontractor's DIR registration number, to Napa RCD with their bid package and upon execution of the Contract. See Exhibit D of the example Contract for example DIR requirements.

3. PROPOSAL SCHEDULE:

The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP. Napa RCD reserves the right to modify the dates below by addenda to this RFP.

1. RFP released: Monday, August 24, 2026.
2. A **mandatory project site visit** will be held on Wednesday, September 2nd, 2026, at 9:00 a.m. PST. Contractors submitting a proposal must attend the project site visit to qualify for submitting a proposal. The site is located at <https://maps.app.goo.gl/yQhxWX2gdUMzawRX9>. The physical address is 3107 Browns Valley Rd, Napa, CA.
3. Deadline for submission of interpretation and/or questions: Thursday, September 8th, 2026, by 5:00 pm. PST. All questions should be submitted via email to: Danielle@NapaRCD.org
4. Answers to questions will be released no later than: Friday, September 11, 2026, at 5:00 p.m. PST. Answers to questions and Addenda will be answered by email to all bidders and posted on

Napa RCD's website at <https://naparcd.org/get-involved/rfps-and-rfqs/>

5. Proposals are due on or before Friday, September 18, 2026, at 5:00 p.m. PST. Proposals shall be submitted by email to Danielle@NapaRCD.org, containing all information required by this RFP. Hard copy responses will not be accepted. No changes or corrections to proposals will be accepted after the due date.
6. Interviews conducted: TBD, only if necessary.
7. Successful respondent notified no later than: Friday, September 25, 2026, at 5:00 p.m. PST.
8. Contracts executed: expected week of October 12, 2026.

4. PROPOSAL SUBMISSION REQUIREMENTS:

Pursuant to California Business and Professions Code section 7059, the Contractor, at the time of proposal submittal, must be registered with the Department of Industrial Relations.

Licensing Requirements: Contractor shall possess all licenses and certifications required to perform the proposed work. For vegetation cutting, removal, and related landscape management activities, Contractor shall possess a valid California C-27 Landscape Contractor license, or another CSLB classification legally authorizing Contractor to perform the proposed work. Contractor performing herbicide application shall possess all applicable California Department of Pesticide Regulation licenses and certifications required for commercial pest control, including an appropriate Pest Control Business License and qualified applicator, and shall be registered with the Napa County Agricultural Commissioner as required.

Registered Professional Forester (RPF): The Contractor shall provide or retain a California Registered Professional Forester (RPF) in good standing to provide professional forestry oversight of the Work. The RPF may be an employee of the Contractor or a qualified subcontractor or consultant retained by the Contractor. The selected Contractor shall provide the RCD with the name and California RPF license number of the RPF prior to commencement of field work. The RPF shall provide the level of supervision, field review, and professional oversight required by applicable California law and regulations.

Burn Boss and Pile Burning Requirements: The Contractor shall be responsible for employing or retaining a Burn Boss certified under California Public Resources Code section 4477 to review and approve a written burn prescription for the pile burning activities. The written prescription shall include adequate risk mitigation measures, and all pile burning shall be conducted in compliance with the approved written prescription.

The Contractor shall be responsible for ensuring that pile burning is authorized pursuant to Chapter 6 (commencing with Section 4411) or Chapter 7 (commencing with Section 4461) of Part 2 of Division 4 of the California Public Resources Code and is conducted in compliance with any applicable air quality permit required pursuant to Article 3 (commencing with Section 41850) of Chapter 3 of Part 4 of Division 26 of the California Health and Safety Code.

The Contractor shall obtain and comply with all other permits, approvals, notifications, and requirements applicable to the pile burning activities and shall coordinate burn timing with the RCD.

Proposals shall be submitted by email to Danielle Ashton, Danielle@NapaRCD.org. Hard copy responses will not be accepted.

Proposals are due no later than September 18, 2026, at 5:00 p.m. PST. No late responses will be accepted. No changes or corrections to responses will be accepted after the due date.

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. Clarity and brevity are preferable to volume. Do not attach brochures or promotional materials to the Proposal.

A. Cover Letter: The cover letter should convey a clear understanding of the requirements and objectives. Additionally, the cover letter must contain the following information and be signed by an authorized officer of the Contractor:

- a. Company name (i.e., name of firm, entity or organization);
- b. License Number, Class, and expiration date;
- c. Department of Industrial Relations registration number;
- d. Name and title of Contractor's contact person;
- e. Contact information (i.e., address, phone, email);
- f. Identify other consultants / firms that make up a team; and
- g. Contractor's authorized signature and date.

B. Proposed Scope of Work. Based upon the Draft Scope of Work, provide a complete description of the scope of work ("Proposed Scope of Work") the Respondent proposes to perform to complete the Project and achieve Napa RCD's objectives identified in the Draft Scope of Work. The Proposed Scope of Work may identify work which differs from the work in the Draft Scope of Work if the Respondent believes the changes will assist Napa RCD in more efficiently and effectively completing the Project and achieving Napa RCD's objectives. Briefly describe Respondent's proposed approach to performing the work and how that approach will offer value to Napa RCD. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the work. Provide a work plan and proposed schedule for the tasks described in the Draft Scope of Work.

C. Staffing. Identify by name and title Respondent's key personnel that will be assigned to perform the Work and for each, include a resume with his or her education, training, and experience. Describe each person's proposed role and responsibilities on the Project, including the estimated level of involvement or time commitment, if applicable. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved in performing the Work, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Work.

D. Cost Proposal:

1. Provide a total "not-to-exceed" cost for performance of all Work included in the Proposed Scope of Work, including all labor, materials, equipment, supplies, the bonds and insurance required under the terms of the Contract, and all reimbursable charges.
2. Identify whether compensation for performance of the Work will be based on hourly billing rates or a lump sum.
3. If compensation is based on hourly billing rates, attach a copy of hourly billing rates.
4. If compensation is on a lump sum basis rather than hourly, provide a breakdown of the proposed lump sum based on each task to be performed.
5. Identify any reimbursable expenses (e.g., travel, supplies) and the proposed rate of reimbursement for each category of expense.

E. Experience and References: Please briefly describe experience with similar projects (fuel load reduction, invasive weed removal, working on public lands) and provide the information requested in Exhibit B attached hereto and incorporated herein by reference.

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

By submitting its proposal, Contractor certifies, in accordance with California Public Contract Code section 6109, that neither the Contractor nor any subcontractor included on the list of proposed subcontractors submitted with the proposal is ineligible to perform work on public works projects pursuant to California Labor Code sections 1777.1 or 1777.7. In accordance with California Public Contract Code section 6109, contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code sections 1777.1 or 1777.7 may neither bid on, be awarded, or perform as a subcontractor on public works projects.

G. Exceptions to Contract. Identify any objections to and/or requested changes to the Contract.

5. EVALUATION PROCESS AND CRITERIA:

Napa RCD will review and evaluate the Proposals to ensure that each Proposal meets all the

requirements identified in this RFP and **will award the contract to the Respondent who is deemed to provide the greatest advantage to the Napa RCD.** Napa RCD will score the Proposals in accordance with the criteria and methodology described in this RFP. The Respondent that receives the highest score in the selection process will be selected to negotiate an Agreement with Napa RCD.

The following criteria will be used by Napa RCD in evaluating submissions:

Requirement	Pass / Fail	
Valid Contractor License (if applicable)	☐ Pass ☐ Fail	
Registered with California Department of Industrial Relations (DIR)	☐ Pass ☐ Fail	
Proof of Insurance Provided	☐ Pass ☐ Fail	

Criterion	Description	Points
Relevant Broom / Invasive Plant Management Experience	Demonstrated success controlling Scotch broom, French broom, or similar woody invasive shrubs; experience with cutting, herbicide treatment, cut-stump treatment, piling, and follow-up control.	20
Public Lands / Natural Resource Project Experience	Experience working in parks, open space, preserves, wildlands, or other publicly managed natural areas where protection of resources and public access are considerations.	10
Herbicide Application Experience	Experience safely and effectively applying herbicides for invasive plant control, including appropriate application methods, minimizing non-target impacts, recordkeeping, and regulatory compliance.	15
Project Approach & Understanding	Quality of proposed approach to broom removal, including sequencing of cutting and herbicide treatment, pile construction, minimizing soil disturbance, avoiding spread of broom seed, and addressing resprouting/recruitment.	15
Crew, Equipment & Capacity	Appropriate staffing, supervision, equipment, and ability to complete approximately 41 acres within the required timeframe.	10
Wildland / Fuel Reduction Experience	Experience conducting vegetation management or fuel-reduction work in wildland or wildland-urban interface settings, including working around existing native vegetation and variable terrain.	10
Safety & Environmental Compliance	Demonstrated safety program and experience complying with pesticide requirements, fire prevention measures, worker safety requirements, environmental protection measures, and applicable regulations.	5

Criterion	Description	Points
Relevant Experience & Past Performance	Quality and relevance of comparable completed projects; demonstrated experience successfully completing vegetation management projects of similar size and complexity, including cutting, pile burning, herbicide application, and ability to complete work on schedule. References may be considered by the RCD as needed to verify past performance.	10
Cost Reasonableness	Overall price competitiveness and whether proposed costs are reasonable and appropriate for the proposed approach.	5
TOTAL		100

Napa RCD reserves the right to award a contract based on written responses only, however oral presentations and written questions for further clarifications may be required of some or all of the respondents.

6. ADDENDA:

Napa RCD reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be posted on the Napa RCD website. Each Respondent is solely responsible for checking the website for addenda, and for reviewing any and all addenda before submitting its Proposal.

7. MISCELLANEOUS:

A. Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of Napa RCD and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The Napa RCD reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Work at any time, or to decline to award the Contract to any of the Respondents. The Napa RCD reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The Napa RCD reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the Napa RCD any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Work to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. Napa RCD employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

C. Public Records. Pursuant to Michaelis, Montanari, & Johnson v. Superior Court (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by Napa RCD and shall not be subject to disclosure under the California Public Records Act (Government Code section 6250 et seq.) until after either Napa RCD and the successful proposer have completed negotiations and

entered into an agreement or Napa RCD has rejected all proposals. All correspondence with the Napa RCD including responses to this RFP will become the exclusive property of the Napa RCD and will become public records under the California Public Records Act. Furthermore, the Napa RCD will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Napa RCD may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", the Napa RCD will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

EXHIBIT A

DRAFT SCOPE OF WORK

Westwood Hills Park Broom Removal Project

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 on approximately 41 acres of land owned by the City of Napa at Westwood Hills Park. Contractor access to the site will be pursuant to a Right of Entry Agreement between RCD and the City of Napa. Contractor will be required to comply with all terms of the Right of Entry Agreement.

Mobilization

The Contractor shall furnish all labor, supervision, required professional and technical oversight, equipment, materials, transportation, and incidentals necessary to complete the Project, including provision or retention of a California Registered Professional Forester (RPF) and a Burn Boss certified under Public Resources Code section 4477, as required by this Scope of Work. The Contractor shall be responsible for ensuring preparation of the required written burn prescription and review and approval of the prescription by the certified Burn Boss, as well as obtaining all required burn-related permits and authorizations. The Contractor shall notify Napa RCD no later than one week prior to mobilization.

The work will be completed in three phases:

Phase 1: Hand Crew Cutting and Piling (Approximate: October-December)

Phase 2: Pile Burning (Approximate: January-March)

Phase 3: Applying Herbicide (Approximate: April-May)

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

Anticipated Project Schedule: The RCD anticipates that initial broom cutting and piling will occur between October and December 2026, followed by pile burning between January and March 2027, and herbicide treatment of broom resprouts between April and May 2027. These timeframes are approximate and may be adjusted based on weather, site conditions, burn restrictions and permitting requirements, broom resprout development, and other factors affecting successful treatment. Contractors may propose an alternative schedule or treatment timing based on their experience, provided the proposed schedule meets the project objectives and is approved by the RCD.

Phase 1: Cutting and Piling

RPF Oversight: Phase 1 work shall be conducted under the oversight of a California Registered Professional Forester (RPF) provided or retained by the Contractor. Prior to commencement of cutting and piling, the RPF shall review the treatment area, proposed treatment methods, and applicable resource protection requirements. The RPF shall provide appropriate supervision and periodic field review during implementation and shall provide direction or recommend corrective actions as necessary to ensure the Work is completed in accordance with the Project requirements and applicable forestry standards.

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 Napa RCD 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. Anything smaller may be pulled if easier.

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 Napa RCD and the landowner, and reviewed by the Contractor's RPF for consistency with Project requirements.

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 is mandatory.

<https://www.allhandsecology.org/wp-content/uploads/2024/12/Burn-Pile-Guide-241105.pdf>

Phase 2: Pile Burning

Burning shall occur only under and in accordance with approved burn permits and authorizations issued by CAL FIRE, the Bay Area Air Quality Management District (BAAQMD), and any other applicable regulatory agencies. The Contractor shall be responsible for obtaining all permits, approvals, and authorizations necessary to conduct pile burning.

The Contractor shall provide or retain a Burn Boss certified pursuant to California Public Resources Code section 4477. Prior to burning, the certified Burn Boss shall review and approve a written burn prescription for the pile burning activities, including appropriate risk mitigation measures. All burning shall be conducted in accordance with the approved burn prescription, applicable permits, and regulatory requirements.

The Contractor shall notify the Project Manager in writing at least 48 hours prior to burning.

The Contractor shall ensure that appropriate safety measures are in place, including fire control tools, adequate water supply, and sufficient trained personnel. Piles shall be ignited and monitored in accordance with the approved burn prescription, permit conditions, weather restrictions, and direction of the certified Burn Boss.

The Contractor shall conduct sufficient mop-up and monitoring to ensure piles are fully extinguished and the site is left in a safe condition prior to demobilization.

Phase 3: Herbicide Treatment of Regrowth

Task 3. Timing and Materials

Following initial cutting and burning, the Contractor shall return to the site to treat broom resprouts and seedlings within the previously cleared treatment areas. Herbicide treatment is anticipated to occur in April-May 2027; however, actual treatment timing shall be based on the presence and condition of broom regrowth and suitable conditions for effective herbicide application.

The Contractor shall monitor or assess site conditions and recommend the appropriate treatment timing to Napa RCD. Herbicide application shall not proceed without prior approval from Napa RCD. Napa RCD may adjust the treatment window in consultation with the Contractor based on site conditions, broom growth stage, weather, and other factors affecting treatment effectiveness.

All herbicide applications shall be performed by appropriately licensed or certified personnel and under a California Department of Pesticide Regulation-licensed Pest Control Business, as applicable, in accordance with the licensing and certification requirements specified in this solicitation and all applicable laws and regulations.

Herbicide shall be applied in accordance with label requirements, Napa RCD-approved Integrated Pest Management (IPM) guidelines, and all applicable local, state, and federal laws.

Task 3.1. Application Method

Contractor shall use targeted foliar, cut-stump, basal bark, or other approved application methods appropriate to the size and growth stage of the broom being treated. Application methods shall minimize herbicide use and avoid or minimize impacts to non-target vegetation.

Contractor shall obtain Napa RCD's and landowner's written approval of herbicide selection (e.g., triclopyr-based or equivalent) prior to use on the site. A Triclopyr + Aminopyralid + a surfactant (Garlon 4 Ultra + Milestone + Hasten-EA) mixture is preferred.

Contractor shall use dye indicators to ensure accurate application and avoid re-treatment overlap.

Task 3.2. 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 Napa RCD within 10 business days following treatment completion.

General Requirements

Contractor shall provide all labor, equipment, tools, fuel, and supplies required to complete the work. Contractor shall comply with all applicable safety, environmental, and labor requirements.

Contractor shall attend a pre-construction meeting with Napa RCD prior to mobilization and a final inspection at completion of each phase.

Upon completion of each phase of Work, the Contractor shall remove all equipment, supplies, trash, and other materials associated with the Work from the Project site. All cut broom material shall be piled and burned in accordance with the requirements of this Scope of Work and applicable permits and regulations. Burn piles shall be fully extinguished and the work area left in a safe, clean, and orderly condition. Following initial broom removal, the Contractor shall complete the required herbicide treatment of broom resprouts and minimize unnecessary disturbance to surrounding vegetation and soils.

Deliverables

- Completion of cutting and piling across the designated 41-acre treatment area.
- Documentation and verification of successful pile burning in compliance with permits.
- Submission of daily logs and final summary report detailing acreage treated, materials used, and any issues encountered.
- Completion of herbicide treatment of broom resprouts and seedlings within the treatment area, including submission of required herbicide application records.

EXHIBIT B

Experience and Qualifications

Describe your firm's experience performing the types of work described below. Provide examples from comparable projects completed within the past five (5) years when possible. You may attach additional project sheets or other supporting documentation.

TASK 1. Broom and Invasive Plant Management Experience

Briefly describe your firm's experience controlling French broom, Scotch broom, or similar woody invasive vegetation.

For up to three (3) projects, provide:

- Project name, location, and completion date.
- Approximate acreage treated.
- Target invasive species.
- Treatment methods used, including cutting, hand removal, mechanical treatment, cut-stump herbicide treatment, foliar herbicide treatment, piling, or other methods.
- Description of follow-up treatment or monitoring, if applicable.
- Results of the treatment, if known.
- Reference (name, organization, phone number, and email).

TASK 2. Herbicide Application Experience

Describe your firm's experience using herbicides to control invasive vegetation in parks, open space, wildlands, or other natural areas.

For up to three (3) projects, provide:

- Project name, location, and completion date.
- Approximate acreage treated.
- Target species and herbicide application method(s) used.
- Measures used to prevent overspray, drift, spills, and impacts to non-target vegetation.
- Procedures used for herbicide mixing, transport, application, recordkeeping, and regulatory compliance.
- Reference (name, organization, phone number, and email).

- Identify the California Department of Pesticide Regulation licenses and certifications held by the firm and the individual(s) who would supervise or perform herbicide application for this project.

TASK 3. Public Lands and Natural Resource Management Experience

Describe your firm's experience performing vegetation management, invasive species control, or fuel reduction on public lands or other environmentally sensitive natural areas.

For up to two (2) projects, provide:

- Project name, location, landowner or managing agency, and completion date.
- Approximate acreage treated.
- Description of work performed.
- Description of measures used to protect native vegetation, wildlife, soils, trails, park infrastructure, or other sensitive resources.
- Description of any coordination required with agency staff, environmental monitors, biologists, or the public.
- Reference (name, organization, phone number, and email).

TASK 4. Fuel Reduction and Wildland Vegetation Management Experience

Describe your firm's experience performing vegetation management or fuel reduction in wildland or wildland-urban interface settings.

For up to three (3) projects, provide:

- Project name, location, and completion date.
- Approximate acreage treated.
- Vegetation type and treatment performed.
- Equipment and methods used.
- Experience cutting, handling, and piling woody vegetation for disposal or burning.
- Measures used to minimize soil disturbance, damage to retained vegetation, and fire hazards during operations.
- Reference (name, organization, phone number, and email).

TASK 5. Proposed Project Approach, Staffing, and Equipment

Describe your proposed approach for completing the Westwood Hills broom removal project.

At a minimum, address:

- Proposed sequence and timing of broom cutting and herbicide treatment.
- Proposed cutting and herbicide application methods.
- Methods for treating cut stems and minimizing broom resprouting.
- Measures to minimize the spread of broom seed during operations.
- Methods for protecting native vegetation and other non-target species.
- Proposed methods for collecting and constructing burn piles or otherwise managing cut material.
- Equipment proposed for the work.
- Anticipated crew size and supervisory structure.
- Estimated production rate or acreage that can be treated per day or week.
- Proposed schedule and ability to complete the work within the anticipated project period, including any recommended modifications to the treatment schedule based on the Contractor's experience and proposed approach.
- Identify the individual who would serve as the project manager/crew supervisor and the individual responsible for supervising herbicide application, and briefly describe their relevant experience.
- Describe how the Contractor intends to meet the Project's RPF oversight requirement, including whether the RPF will be provided by Contractor staff or through a subcontractor/consultant.
- Describe how the Contractor intends to meet the certified Burn Boss and written burn prescription requirements, including whether these services will be provided by Contractor staff or through a subcontractor/consultant.

TASK 6. Safety, Regulatory Compliance, and Past Performance

Describe your firm's approach to worker safety and environmental compliance during vegetation management and herbicide application projects.

Include:

- Relevant safety procedures and training provided to field crews.
- Procedures for herbicide handling, storage, spill prevention, and emergency response.

- Procedures for working during elevated fire danger or other hazardous field conditions.
- Experience complying with prevailing wage, DIR, pesticide use reporting, and other requirements applicable to public projects.
- During the past five (5) years, has your firm received any notices of violation, stop-work orders, pesticide-related violations, environmental compliance violations, or serious safety citations related to similar work?
- If yes, identify the project, describe the issue, and explain how it was resolved.

Provide three (3) references for recently completed projects most comparable to the Westwood Hills project. References should include name, organization, phone number, and email.

EXHIBIT C
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 SWIFT BIOLOGICAL CONSULTING, LLC **[NAME FILL OUT]** (DBA **[DBA NAME FILL OUT]**) located in Sebastopol, CA ("**CONTRACTOR**"). The "**Effective Date**" of this Agreement is April 15, 2026. 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, 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 April 20th 2027**, 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 "C"
GRANT AWARD

EXHIBIT "D"

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

The Napa County Resource Conservation District ("Napa RCD") has the obligation to report this contract to the Department of Industrial Relations ("DIR") and provide various information including that specified below. For the purposes of this document, you are referred to as "Contractor." In addition to filling out this form for Napa RCD, you have the obligation to submit certified payroll records directly to DIR.

Project: **Westwood Hills Broom Removal Project**

Contractor Name:			
Contractor Mailing Address:			
Contractor E-mail Address:			
Contractor Telephone:			
Contractor License Number:			
DIR Registration Number:			
Classification(s) or type(s) of workers that will be employed by the contractor for this project:			
Subcontractors:	License	DIR Number:	Worker Classifications:

I certify that the information set forth above is correct and that I am authorized to provide this information on behalf of the contractor named in the first line above.

(Signature)

Date

(Printed Name)

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.

1813500.1

EXHIBIT "F"
RIGHT OF ENTRY AGREEMENT

AGREEMENT FOR RIGHT OF ENTRY

AND

TEMPORARY CONSTRUCTION EASEMENT

City Agreement No. _____

City Budget Code: _____

This Agreement for Right of Entry and Temporary Construction Easement (this "Agreement") is made by and between the **CITY OF NAPA**, a California charter city ("City") and the Napa County Resource Conservation District, a California special district ("RCD") and effective as of the date last signed by the City, which is identified on the signature page as the "Effective Date."

RECITALS

- A. City is the owner of that certain real property located at 3107 Browns Valley Rd., in Napa, California, commonly known as Napa County Assessor's Parcel Number 050-270-012 (the "Property").
- B. The RCD has requested a right of entry upon and access to a portion of the Property for the purpose of 41 acres of French broom removal ("Project").
- C. This Agreement sets forth the terms and conditions upon which RCD may access the Property for the Project.

NOW, THEREFORE, the City and RCD, for the mutual consideration described herein, agree as follows:

1. **Grant of Entry and Easement.** City hereby grants to RCD, its agents, employees, contractors, subcontractors, representatives, or designees a right of entry and temporary construction easement (collectively, "ROW and TCE") in, on, over, across, under, and through a portion of the Property described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference ("Premises") for purposes of carrying out any activities required for construction of the Project, including surveying, grading, and restoration of any improvements on the Premises that may be damaged by RCD during construction of the Project. RCD shall notify City forty-eight (48) hours in advance of the date of commencement of construction of the Project.

3. **Compensation.** In return for the RCD's right to use the Premises, the RCD shall comply with all requirements of this Agreement (including the RCD's obligations under Section 5 "Improvements"

and Section 6 “Indemnification”); however, unless specifically required by this Agreement, the RCD is not required to provide any monetary compensation to the City.

4. **Term.** The term of this Agreement shall commence on the Effective Date and terminate 60 days following the RCD’s written acceptance of the Project improvements (“Term”). City agrees to not unreasonably withhold consent for an extension of the Term if needed to complete the Project.

5. **Improvements.** To the extent that is practical, RCD shall, at RCD’s sole cost and expense, install, replace, or repair, any improvements on the Premises which may have been damaged or removed by the City or its contractors during the construction of the Project, including landscaping, fencing, and concrete work.

6. **Indemnification.** RCD shall indemnify, defend, and hold City harmless from and against all claims, demands, and liability for damages arising from death or bodily injury to persons and from damage to property arising out of or connected with RCD’s use of the Premises under the terms of this Agreement.

7. **Notices.** All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party’s Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party’s Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party’s contact information, below, may be changed by providing written notice of any change to the other party.

City: City of Napa, Parks and Recreation Services
Attn: Jeffrey Gittings, Parks and Urban Forest Manager
1500 Jefferson St.
Napa, CA 94559
jgittings@cityofnapa.org

RCD: Napa Resource Conservation District
Aaron Fairbrook, Program Manager
1303 Jefferson Street, Suite 500B
Napa, CA 94550
aaron@naparcd.org

8. **Authorized Representatives.** City hereby assigns Jeffrey Gittings to serve as the City’s authorized representative (“City’s Authorized Representative”), to serve as the primary point of contact for all matters pertaining to this Agreement.

RCD hereby assigns Aaron Fairbrook to serve as the RCD’s authorized representative (“RCD’s Authorized Representative”), to serve as the primary point of contact for all matters pertaining to this Agreement.

9. **Obligations.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, representatives, and assigns for the Term of this Agreement. In the event that City intends to sell the Property during the Term of this Agreement, City shall notify the RCD in writing

and disclose the terms of this Agreement to the Property's purchaser prior to the close of escrow.

10. **Headings.** The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

11. **Severability.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

12. **Governing Law, Jurisdiction, and Venue.** The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

13. **Attorney's Fees.** If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14. **Modifications.** This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

15. **Waivers.** No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

16. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the subject matter hereof. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

17. **Interpretation.** Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

18. **Counterparts.** This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

19. **Signatures; Electronic Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the City and the RCD. The parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the

same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Elect Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5.

CITY:
CITY OF NAPA, a California charter city

By: _____

RCD:
Napa Resource Conservation District

By: _____
Lucas Patzek, Executive Director

By: _____

Date: _____
("Effective Date")

APPROVED AS TO FORM:

Attorney

EXHIBIT "A"

Premises

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.

