

FIRST AMENDMENT
TO AGREEMENT BY AND BETWEEN
PRUNUSKE CHATHAM, INC. AND
SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
FOR
AS-NEEDED LAND MANAGEMENT SERVICES

This First Amendment to Agreement for As-Needed Land Management Services ("First Amendment"), effective upon execution by the District General Manager ("Effective Date"), is by and between the Sonoma County Agricultural Preservation and Open Space District, a California special district (hereinafter "District"), and Prunuske Chatham, Inc., a California corporation (hereinafter "Contractor").

R E C I T A L S

WHEREAS, District and Contractor entered into that certain Agreement, dated March 8, 2024 for erosion control/road maintenance and repair, vegetation management, fire abatement and fuel load reduction, habitat restoration and mitigation measures, invasive plant and animal species removal, mowing and land management services ("Original Agreement"); and

WHEREAS, District and the Contractor desire to amend the Original Agreement to increase the not-to-exceed amount from \$150,000 to \$300,000 in order to continue as-needed vegetation management services and begin new as-needed land management projects on District-owned properties, where Contractor has been instrumental in implementation of land management best practices due to their expertise in local ecology and knowledge of protected lands; and

WHEREAS, the Original Agreement, as amended by this First Amendment, shall hereinafter be referred to as the "Agreement."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. Exhibit A to the Agreement is deleted and replaced with Exhibit A-1, attached hereto and incorporated herein.
2. Section 1.1 of the Agreement is hereby deleted and replaced with the following language:

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

3. Section 2 of the Agreement is hereby deleted and replaced with the following language:

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

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

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

The total payments to Contractor pursuant to this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00) without the prior written approval of District. The total payments to Contractor pursuant to any single Task Order shall not exceed Sixty Thousand Dollars (\$60,000). Contractor exceeds said amounts at Contractor's own risk. Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District.

2.2 Taxes. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the District shall withhold seven percent of the income paid to Contractor for services

performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, District requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the District requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the District of any changes in the facts.

Forms should be sent to the District pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide District with either a full or partial waiver from the State of California.

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of District arising thereunder.
5. This First Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this First Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

DISTRICT AND CONTRACTOR HAVE CAREFULLY REVIEWED
THIS FIRST AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY
EXECUTION OF THIS FIRST AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY
CONSENT THERETO.

IN WITNESS WHEREOF the parties hereto have executed this First Amendment as of the
Effective Date.

CONTRACTOR: PRUNUSKE CHATHAM, INC.

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By: _____
Mike Jensen, CEO

By: _____
Misti Arias, General Manager

Date: _____

Date: _____

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: _____
Sheri Emerson, Stewardship Manager

Date: _____

APPROVED AS TO FORM BY:

By: _____
Lisa Pheatt, Deputy County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH THE DISTRICT:

By: _____
Sara Ortiz, Administrative Aide

Date: _____

Exhibit A-1
Scope of Work and Rate Sheet

Scope of Work:

Erosion Control/Road Maintenance and Repair

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

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

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

Vegetation Management, Fire Abatement and Fuel Load Reduction

If the Task Order specifies, Contractor shall evaluate fuel load and fire conditions on a given property, determine the appropriate types of prescriptions recommended to reduce fire risk, and implement those prescriptions. This may include prescribed fire treatments and related control line preparation and rehabilitation, or targeted grazing with livestock to reduce fuels.

Tasks may include (but would not be limited to):

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

Habitat Restoration and Mitigation Measures

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

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

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

Invasive Plant and Animal Species Removal

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

Contractor shall define and justify the most appropriate treatment for a given species on a given District property. Cost estimates and expected targets to determine the level of success should be clearly documented and presented to the project manager for review.

Contractor must be a licensed pesticide applicator or professional animal trapper in order to treat an invasive plant or animal species on District land. Similarly, Contractor must establish baseline data prior to application and post-treatment monitoring should be completed to determine the level of success. Contractor should photo-document the site pre-and post- treatment to measure the level of success of each treated area.

Mowing

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

Rate Sheet

This rate sheet is for purposes of supporting lump sum compensation amounts that will be established in Task Orders. Compensation to Contractor shall not be provided on a time and materials basis.



PCI ECOLOGICAL

FEE SCHEDULE*						
Sonoma County Agricultural Preservation and Open Space District - As Needed Land Management Services						
Classification	2026		2027		2028	
	Hourly Rate	Overtime Hourly Rate	Hourly Rate	Overtime Hourly Rate	Hourly Rate	Overtime Hourly Rate
Design and Planning Services						
Founding Principal	\$240		\$248		\$255	
Principal Civil Engineer	\$232		\$239		\$246	
Principal Landscape Architect	\$232		\$239		\$246	
Principal Geomorphologist	\$232		\$239		\$246	
Principal Hydrologist	\$232		\$239		\$246	
Principal Environmental Planner	\$219		\$225		\$232	
Principal Vegetation Ecologist	\$213		\$219		\$226	
Registered Civil Engineer V	\$232		\$239		\$246	
Registered Civil Engineer IV	\$219		\$225		\$232	
Registered Civil Engineer III	\$208		\$214		\$220	
Registered Civil Engineer II	\$191		\$197		\$203	
Registered Civil Engineer I	\$175		\$180		\$185	
Assistant Engineer III	\$169	\$203	\$174	\$209	\$180	\$216
Assistant Engineer II	\$153	\$184	\$158	\$189	\$162	\$195
Assistant Engineer I	\$137	\$164	\$141	\$169	\$145	\$174
Senior Hydrologist/ Geomorphologist	\$208		\$214		\$220	
Project Manager II	\$186		\$191		\$197	
Project Manager I	\$169		\$174		\$180	
Registered Landscape Architect V	\$232		\$239		\$246	
Registered Landscape Architect IV	\$213		\$219		\$226	
Registered Landscape Architect III	\$197		\$203		\$209	
Registered Landscape Architect II	\$180		\$186		\$191	
Registered Landscape Architect I	\$173		\$178		\$183	
Assistant Landscape Architect IV	\$169	\$203	\$174	\$209	\$180	\$216
Assistant Landscape Architect III	\$158	\$190	\$163	\$196	\$168	\$202
Assistant Landscape Architect II	\$148	\$177	\$152	\$182	\$157	\$188
Assistant Landscape Architect I	\$131	\$157	\$135	\$162	\$139	\$167
QSD/CPESC/RPF	\$180		\$186		\$191	
QSP	\$142		\$146		\$151	
Environmental Planner IV	\$202		\$208		\$214	
Environmental Planner III	\$186		\$191		\$197	
Environmental Planner II	\$164	\$197	\$169	\$203	\$174	\$209

Environmental Planner I	\$131	\$157	\$135	\$162	\$139	\$167
Sr. Wildlife Biologist/Botanist/Vegetation Ecologist (III)	\$169	\$203	\$174	\$209	\$180	\$216
Wildlife Biologist/Botanist/Vegetation Ecologist II	\$142	\$170	\$146	\$176	\$151	\$181
Wildlife Biologist/Botanist/Vegetation Ecologist I	\$131	\$157	\$135	\$162	\$139	\$167
Prevailing Wage Survey Instrument-man/person	\$151	\$181	\$155	\$186	\$160	\$192
Prevailing Wage Survey Chainman/Rodman/person	\$145	\$174	\$150	\$180	\$154	\$185
Technical Assistant	\$120	\$144	\$124	\$149	\$128	\$153
Project Administrator	\$104	\$125	\$107	\$128	\$110	\$132
Clerical	\$87	\$105	\$90	\$108	\$93	\$111
Construction Services						
Construction Superintendent II/ Construction Manager	\$175		\$180		\$186	
Construction Superintendent I	\$150		\$155		\$159	
Construction Foreman III	\$170		\$175		\$180	
Construction Foreman II	\$148	\$178	\$152	\$183	\$157	\$188
Construction Foreman I	\$131	\$157	\$135	\$162	\$139	\$167
Operating Engineer, Gr 1-2, >65HP (PW Landscape Construction)	\$152	\$136	\$157	\$136	\$161	\$136
Operating Engineer Gr 3 -4, <35HP (PW Landscape Construction)	\$129	\$155	\$133	\$159	\$137	\$164
Laborer Specialist, GR 1, GR 2, GR 3 (PW Landscape Construction)	\$123	\$148	\$127	\$152	\$130	\$157

Laborer Gr 4 Site Cleanup/ Est Period Maint, (PW Landscape Construction)	\$111	\$133	\$114	\$137	\$118	\$141
Landscape Maintenance Laborer Annual Mowing (PW)	\$90	\$108	\$93	\$111	\$95	\$115
Project Consumed Materials	cost plus 15%					
Rented Vehicles and Equipment	cost plus 15%					
Subconsultants / Subcontractors	cost plus 15%					
PCI-owned Tool Trucks	\$95 per day					
PCI-owned vehicles	\$80 per day					
Employee-owned Vehicle	IRS rate per mile					
PCI-owned survey equipment	\$200 per date					
PCI-owned Small Tools/ Chainsaws	\$35 per day					

Fee Schedule Notes: Construction rates are based on Sonoma County Prevailing Wage rates. Rates are escalated on a yearly basis in order to match base wage and predetermined increases from the Department of Industrial Relations (DIR). Prevailing wage billing rates shown are for Landscape Construction in Area 2 for Laborers and Area 1 for Operating Engineers. Prevailing Wage billing rates for Heavy Highway Construction are not included. ***Rates may be raised for 2029 with the written approval of the Ag + Open Space General Manager.**