

**CITY OF SANTA ROSA
GENERAL SERVICES AGREEMENT
WITH ANDY PONCIA DBA PONCIA FERTILIZER SPREADING
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2018, by and between the City of Santa Rosa, a municipal corporation ("City"), and Andrew Poncia dba Poncia Fertilizer Spreading, a California Sole Proprietorship, ("Contractor").

RECITALS

A. City desires to enter into agreement for biosolids hauling services as required by the City of Santa Rosa Compost Facility.

B. City desires to retain a qualified contractor to conduct the services described above in accordance with the terms of this Agreement.

C. Contractor represents to City that it is fully qualified to conduct the services described above.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A ("Scope of Services"). Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. TIME FOR PERFORMANCE

The services described herein shall be provided in accordance with the schedule, set forth in the Scope of Services through December 31, 2018. Contractor shall devote such time and effort to the performance of services as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance

is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

3. STANDARD OF PERFORMANCE

Contractor shall perform all services required under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's occupation in California. All products and services of whatsoever nature that Contractor provides to City pursuant to this Agreement shall conform to the standards of quality normally observed by persons currently practicing in Contractor's occupation, and shall be provided in accordance with any schedule of performance specified in Exhibit A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, at any time during the term of this Agreement, desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

4. COMPENSATION

The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in Exhibit A shall not exceed the total sum of \$288,895. The Chief Financial Officer is authorized to pay all proper claims from Charge Number 130807-5321.

5. BILLABLE RATES, PAYMENTS TO CONTRACTOR

a. Billable Rates. Contractor shall be paid for the performance of services at rates as set forth in Exhibit B.

b. Payments. Payments will be delayed where Contractor fails to provide the information required under subsection c. below or fails to comply with the insurance requirements in Attachment One to this Agreement. In no event shall the City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Invoices. Payment will be made on a calendar-month basis in arrears. Invoices shall be submitted to the person and address specified in the Agreement, bid, or purchase order. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to the Contractor for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for Contractor's failure to include reference to Agreement (including number) on the invoice **and for failure to maintain current insurance information with the City in accordance with insurance requirements hereunder.** In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in the Contractor's

invoice. Invoices for services provided in June or for any services not previously invoiced shall be submitted within 10 working days after June 30 to facilitate City fiscal year end closing. Failure to comply with this invoice submission requirement may delay payment.

In connection with any cash discount specified in the bid response, if applicable, or Contractor's Proposal, time will be computed from the date correct invoices are received by the person and address specified in the Agreement, bid, or purchase order. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check. All invoices shall contain the following information:

1. Contractor name and remittance address
2. Date of invoice issuance
3. Amount of invoice
4. City purchase order or Agreement number
5. Identification of Agreement or purchase order line item(s) (if multiple lines) and description of services provided
6. Date of completion of services
7. Detail of costs, including labor, materials, tax, etc.

d. Business Taxes. Contractor shall pay to the City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

6. TERM, SUSPENSION, TERMINATION

a. The term of this Agreement shall be for one year, commencing on the date it is made above. City and Contractor may, upon mutual written agreement of both parties, extend this Agreement for up to four (4) additional one year terms.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Contractor. If City gives such notice of termination, Contractor shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement, City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination. In this regard, Contractor shall furnish to City such information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement.

7. TERMINATION OF AGREEMENT FOR DEFAULT

If at any time 1) Contractor fails to conform to the requirements of this Agreement; 2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Contractor which may interfere with the performance of this Agreement; or 4) Contractor has failed to supply an adequate working force, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Agreement, which default is not fully corrected or remedied to the reasonable satisfaction of City within ten (10) days following the date a written notice thereof by City, then City shall have the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this Agreement. Any cost or expense incurred by City arising out of Contractor's breach or default hereunder, and for City's enforcement of these rights, shall be the obligation of Contractor and may, at City's discretion, be deducted from any amounts that may then be owing to Contractor under this Agreement, without any release or waiver of any other rights or remedies in law or equity to which City may be entitled.

8. INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend and hold harmless City and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where the same results from or arises out of the performance of this Agreement by Contractor, its officers, employees, agents, or sub-contractors, excepting only that resulting from the sole, active negligence or intentional misconduct of City, its employees, officials, or agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employees' benefits acts. The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

9. INSURANCE REQUIREMENTS

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this Agreement by Contractor, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement.

Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the City pursuant to Section 11 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in Attachment One.

10. LEGAL REQUIREMENTS AND PERMITS; NONDISCRIMINATION

a. Legal Requirements and Permits. Contractor represents and warrants that Contractor has all licenses, permits, City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its occupation and provide services under this Agreement. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) OSHA; and (iv) the Immigration Reform and Control Act of 1986. Contractor shall, if requested by City, provide certification and evidence of such compliance. If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

b. Non-Discrimination. With respect to the provision of goods or services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

11. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not subcontract or assign any right or obligation under this Agreement without the written consent of the City. Any attempted or purported subcontract or assignment without City's written consent shall be void and of no effect. No right under this Agreement, or claim for money due or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Agreement or any part thereof and Contractor hereby agrees to indemnify and hold City harmless against any and all such claims. In the event Contractor obtains the prior written consent of City to assign monies due or to become due under this Agreement, Contractor shall provide City a copy of the instrument of assignment duly executed by Contractor, which shall contain a clause subordinating the

claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work. Upon notice and request by the City, Contractor shall promptly remedy, to include termination of any subcontract as appropriate and necessary, any default or failure to perform in a satisfactory manner the work undertaken by any subcontractor. Contractor shall be fully responsible and accountable to the City for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by them, to the same extent that Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

12. BINDING EFFECT

This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the parties, subject to the provisions of Section 11, above.

13. RETENTION OF RECORDS

Contractor shall be required to retain any records necessary to document the charges for the services to be performed under this Agreement and make such records available to the City for inspection at the City's request for a period of not less than four (4) years.

14. ENTIRE AGREEMENT

This document, including all Exhibits and Attachment One, contains the entire agreement between the parties and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Santa Rosa City Code.

15. SEVERABILITY

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. WAIVER

Neither City acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

17. ENFORCEMENT OF AGREEMENT

This Agreement shall be governed, construed and enforced in accordance with

the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court located in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

18. CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

19. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working

conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 19 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

20. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

<u>City</u>	<u>Contractor</u>
Brandalyn Tramel Purchasing Agent 635 First Street, 2 nd Floor Santa Rosa, California 95404 Phone: (707) 543-3706 Fax: (707) 543-3723	Andy Ponica PO Box 718 Cotati, CA 94931 707-481-8052 spreadingit@sbcglobal.net

21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the City that it is (a) a duly organized and validly existing Sole Proprietorship, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA
a Municipal Corporation

Andy Poncia dba Poncia Fertilizer Spreading

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Print Name: Daniel J. Galvin III

Title: Chairman of the Board

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By:  _____

Print Name: Andy Poncia

Office of the City Attorney

Title: owner

ATTEST:

By: _____

Recording Secretary

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

314379

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B - Compensation Schedule

EXHIBIT A**SCOPE OF SERVICE**
BIOSOLIDS HAULING SERVICES**OVERVIEW**

The Contractor shall provide the necessary equipment and personnel for hauling Biosolids generated at the Laguna Wastewater Treatment Plant ("LTP"). Contractor personnel must be able to fluently speak and understand the English language, or Contractor must provide a translator to ensure that information regarding scheduling, transportation and drop off location directions for the Biosolids is understood.

The Contractor shall haul dewatered Biosolids from one of 3 locations:

- Laguna Wastewater Treatment Plant, 4300 Llano Road, Santa Rosa, CA 95407
- Alpha Biosolids Storage Facility, 3000 Llano Road, Santa Rosa, CA 95407
- Laguna Compost Facility, 4301 Llano Road, Santa Rosa, CA 95407

The Contractor shall haul dewatered Biosolids to any of following locations as directed by City's Project Manager:

- Lystek International, Inc. Facility, 1010 Chadbourne Rd, Fairfield, CA 94534
- Redwood Landfill, 8950 Redwood Hwy, Novato, California 94945
 - The City has obtained permission to dispose of the dewatered Biosolids at the Redwood Landfill disposal site located in Novato, California.
- Santa Rosa Compost Facility, 4301 Llano Rd, Santa Rosa, CA 95407
- Alpha Farm Biosolids Storage Facility, 3000 Llano Rd, Santa Rosa, CA 95407
- Various land application sites:
 - Brown Farm, 2200 Llano Road, Santa Rosa, CA 95401
 - Stone Farm, 5750 Occidental Road, Santa Rosa, CA 95401
 - Twin House Farm, 7630 & 7650 Lakeville Highway, Petaluma, CA 94954
 - Jacobsen Farm, 5070 Lakeville Highway, Petaluma, CA 94952
 - ScallyWag Farm, 7670 Lakeville Highway, Petaluma, CA 94952
 - Yenni Farm, 5400 Sears Point Road, Sonoma, CA 95476
 - BBRRBR Farm, 3900 Highway 37, Petaluma, CA 94954
 - Leonard Farm, 7698 Reclamation Road, Petaluma, 94954
 - Herzog Farm, 7689 Lakeville Highway, Petaluma, CA 94954
 - Barella Farm, 7750 & 7700 Lakeville Highway, Petaluma, CA 94954

EQUIPMENT

The Contractor shall provide trailers/vehicles that can haul a minimum of 22 wet tons of dewatered Biosolids per trip. Only during emergency situations may Contractor be allowed to use a trailer/vehicle that hauls less than 22 wet tons. Hauling trailers must be 100% sealed to prevent leakage, as required by Sonoma County Department of Health Services, Environmental Health Division for the hauling of Biosolids. The Contractor will be required to submit copies of appropriate insurance policies and/or Certificates of Insurance for all equipment used during the course of this contract.

Contractor shall supply good running equipment, which meets City approval, to haul dewatered Biosolids in the quantities specified each day. Contractor shall provide the City with a detailed list of the equipment to be used (including equipment dimensions, age, service records, and

emissions certification) with a detailed explanation of their operating procedure, including references to said equipment and references to personnel that shall carry out said procedures. California Emissions Retrofit Date will be required for all vehicles older than 2008.

At City's request, Contractor will be required to allow for the inspection, by the City, of all equipment to be used in the performance of the contract. The City at any time, reserves the right to disallow use of the Contractor's equipment which the City considers unacceptable for the performance of the contract, for any reason which may include tarp, tires, trailer seal, emissions certification, general reliability and/or visual appearance. The City will be under no obligation to perform said inspection.

Based on State Water Resources Control Board Water Quality Order No. 2004-0012-DWQ (General Order): All Biosolids shall be transported in "covered" and sealed trailers/vehicles capable of containing the designed load. The Contractor shall provide documentation showing proof of possession of a "Refuse Vehicle Permit for Collection, Hauling or Transporting of Solid Waste in Sonoma County", issued from the County of origin, Sonoma County Department of Health Services, Environmental Health Division.

BIOSOLIDS TO BE HAULED

The dewatered Biosolids to be hauled shall originally discharge from the Belt Press Hopper at the Laguna Treatment Plant. Contractor shall enter and exit the LTP through the middle or south entrances on Llano Road. Biosolids to be hauled may alternately be picked up from the Alpha Biosolids Storage Facility or the Laguna Compost Facility.

The dewatered Biosolids shall have a solids content of approximately fifteen (15%) percent. Under normal operations there will be 22-176 wet tons of dewatered Biosolids to be hauled from the LTP each day Monday through Saturday, inclusive. Additional amounts to be hauled will be picked up at Alpha Biosolids Storage Facility or Compost Facility. The actual daily quantities to be hauled will be determined by City staff.

The Contractor is required to remove residual Biosolids material from his/her equipment prior to reentering public roadways. No wash down facilities exist at the Redwood Landfill disposal site or at Land Application sites for use by the Contractor. Wash down facilities are available at the Laguna Treatment Plant, the Compost Facility location, the Alpha Storage Facility and at the Lystek Facility. All hauling trailers/vehicles shall be equipped with a scraper, shovel, broom and/or other tools as necessary to allow the driver to clean the equipment prior to reentering public roadways.

HAULING REQUIREMENTS SCHEDULE

- A. For the time period of November 1 to April 30 - Contractor will provide one trailer/vehicle with driver per week to transport a minimum of one (1) load, maximum of (8) loads (minimum 22 tons per load) of Biosolids per work day for each work week (defined as Monday-Saturday 5:00a.m. – 5:00p.m.) from the Laguna Treatment Plant Hopper to the locations noted below as directed by City Project Manager.
- i. Lystek Facility located at the Fairfield-Suisun Sewer District Treatment Plant.
 - ii. Redwood Landfill located at 8950 Redwood Highway, Novato, CA
 - iii. Santa Rosa Compost Facility, 4301 Llano Rd, Santa Rosa, CA 95407
 - iv. Alpha Farm Biosolids Storage Facility, 3000 Llano Rd, Santa Rosa, CA 95407
- The actual daily quantities to be hauled will be determined by City Staff.

- B. During land application season – defined as May 1 to October 31 – the Contractor will be required to have one (1) trailer/vehicle, with driver, to be available at all times during

normal Laguna Treatment Plant Hopper operations (defined as Monday-Saturday 5:00a.m. – 5:00p.m.) to transport Biosolids from the Laguna Treatment Plant Hopper to Redwood Landfill, Lystek Facility, Compost Facility, Alpha Farm Biosolids Storage Facility or designated land application sites as directed by City Staff. In addition, Contractor will be required to have three (3) additional trailers/vehicles, with driver for each, available upon request of City Project Manager, with 48-hour minimum notice, to be available at all times Monday-Friday 4:00a.m. – 2:00p.m. to haul Biosolids from Alpha Biosolids Storage Facility and/or Compost Facility to land application sites as directed by City Staff. Delivery sites will be determined by City Project Manager.

HAULING/WEIGHT TAGS

City will provide Contractor at time of loading vehicle/trailer with a Hauling/Weight Tag for each load of Biosolids. The Hauling/Weight Tag will be filled out by City staff at the time of loading the trailer/vehicle. The Contractor's Driver will provide the destination as directed by the City Project Manager, including farm and field as applicable, to the City staff person filling out the tag.

All Hauling/Weight tags for Biosolids hauling originating at the Laguna Treatment Plant shall be turned in daily to personnel at the LTP to be used for reconciliation of tonnage and subsequent payment by the City. The quantity of dewatered Biosolids to be hauled shall be weighed at the Laguna Treatment Plant Hopper scales. Said weight shall be verified by an authorized LTP employee prior to the truck load leaving the plant.

All Hauling/Weight tags for Biosolids hauling originating at the Alpha Storage Facility will be turned in to City personnel to be used for reconciliation of tonnage and subsequent payment by the City. Said weight shall be verified by City personnel using loader scale prior to truck load leaving the location.

All Hauling/Weight tags for Biosolids hauling originating at the Compost Facility will be turned in to City personnel to be used for reconciliation of tonnage and subsequent payment by the City. Said weight shall be verified by City personnel using Compost Facility scale or loader scale prior to truck load leaving the location.

TIPPING FEE INVOICES FOR HAULING TO LYTEK INTERNATIONAL, INC.

Contracted Hauler will be invoiced directly by Lystek International, Inc. for Biosolids Tipping Fees, which in turn will be compensated by the City as reflected in the City's Contract Compensation Schedule (Attachment B) and all invoices to the City.

Contractor will invoice City on a calendar-month basis for the previous month's hauling as applicable. Invoices must include verifiable documentation for amount of tonnage hauled per origin and destination as agreed upon in Contract Compensation Schedule (Attachment A). Unverifiable billing will be denied unless agreed upon between the contract parties. Invoices shall be submitted to:

City of Santa Rosa
Attn: Zachary Kay
4300 Llano Road
Santa Rosa, CA 95407

INVOICES

Contractor will invoice City on a calendar-month basis for the previous month's hauling as applicable. Invoices must include verifiable documentation for amount of tonnage hauled per origin and destination as agreed upon in Contract Compensation Schedule (Attachment B). Unverifiable billing will be denied unless agreed upon between the contract parties. Invoices

shall be submitted to:

City of Santa Rosa
Attn: Zachary Kay
4300 Llano Road
Santa Rosa, CA 95407

TRAINING

Training on the Contractor's roles and responsibilities as defined under the City's Biosolids Management System (BMS) will take place annually during the spreading season, defined as July through October each calendar year. Training materials will be provided by the City. The Biosolids Coordinator will be responsible for ensuring the training is held each year and will keep attendance records under the City's retention policy.

SPILLS

In case of any spill occurring during the hauling of the dewatered Biosolids, Contractor shall be responsible, at Contractor's sole cost and expense, for all clean up and any fines or penalties. Contractor shall follow all applicable laws and regulations concerning said spills, including contact of the appropriate agencies. Contractor shall also be responsible, at Contractor's sole cost and expense, for all clean-up of any amount of Biosolids that may fall off the truck, trailer or other equipment during transport onto any paved roadways or property other than at Santa Rosa's Compost Facility located at 4301 Llano Rd. Contractor shall perform such clean up immediately upon observation of hauler/driver, or immediately upon notification by City of Santa Rosa Staff or other party.

DAMAGE TO EXISTING PROPERTY

Contractor will be held responsible for any damage to existing real property and/or equipment resulting from Contractor's operations hereunder and shall repair or replace any damaged real property and/or equipment to the satisfaction of, and at no cost to, the CITY. Contractor shall take all precautions necessary for the protection against injury of all persons engaged in the performance of the contract. Contractor shall observe all pertinent safety practices and comply with all applicable safety regulations.

ALTERNATE DISPOSAL

Should the Contractor fail to perform services as described herein, the City reserves the right to have the dewatered Biosolids hauled to a site by a Contractor of its choice if deemed necessary. This option shall not be construed to be a suspension or cancellation of the contract work being performed within this contract.

EMERGENCY AND ENVIRONMENTAL PROTECTION

Whenever, in the opinion of the City, Contractor has not taken sufficient precaution for the safety of the public, protection of the work to be performed under this contract, of adjacent structures or property, or for environmental or erosion protection, and whenever, in the opinion of the City, an emergency has arisen and immediate action is considered necessary, then the City, with or without notice to Contractor, may provide suitable protection by causing work to be done and material to be furnished and placed. The cost of such work and material shall be borne by Contractor, and, if the same is not paid on presentation, such costs may be deducted from any amounts due or to become due Contractor. The performance of such emergency or environmental work shall not relieve Contractor of responsibility for any damage which may

occur.

NOTE: There will be no exceptions to the above requirements allowed unless prior authorizations granted by the City in writing.

EXHIBIT B
COMPENSATION SCHEDULE

<u>ITEM</u>	<u>QTY*</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT COST/TON</u>	<u>EXTENDED TOTAL</u>
1	8,500	Tons/Year	Haul biosolids from Laguna Treatment Plant to Compost Facility	\$ <u>3.25</u>	\$ <u>27,625</u>
2	7,100	Tons/Year	Haul biosolids from Laguna Treatment Plant and/or Compost Facility to Alpha Storage Facility	\$ <u>4</u>	\$ <u>28,400</u>
3	2,340	Tons/Year	Haul biosolids from Alpha Storage Facility, Laguna Treatment Plant and/or Compost Facility to Brown Farm	\$ <u>4</u>	\$ <u>9,360</u>
4	420	Tons/Year	Haul Biosolids from Alpha Storage Facility, Laguna Treatment Plant and/or Compost Facility to Stone Farm	\$ <u>4</u>	\$ <u>1,680</u>
5	100	Tons/Year	Haul biosolids from Alpha Storage Facility to Compost Facility	\$ <u>4</u>	\$ <u>400</u>
6	1,500	Tons/Year	Haul biosolids from Laguna Treatment Plant and/or Compost Facility to Redwood Landfill	\$ <u>10</u>	\$ <u>15,000</u>
7	2,310	Tons/Year	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Jacobsen Farm	\$ <u>10</u>	\$ <u>23,100</u>
8	1,440	Tons/Year	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to ScallyWag Farm	\$ <u>10</u>	\$ <u>14,400</u>
9	1,510	Tons/Year	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Leonard Farm	\$ <u>10</u>	\$ <u>15,100</u>
10	3,000	Tons/Year	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Yenni Farm	\$ <u>12</u>	\$ <u>36,000</u>
11	1,990	Tons/Year	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Twin House Farm	\$ <u>10</u>	\$ <u>19,900</u>
12	1,000	Tons/Year	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Barella Farm	\$ <u>10</u>	\$ <u>10,000</u>
13	2,500	Tons/Year	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to BBRRBR Farm	\$ <u>10</u>	\$ <u>25,000</u>
14	2,030	Tons/Year	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Herzog Farm	\$ <u>10</u>	\$ <u>20,300</u>
15	500	Tons/Year	Haul biosolids from Laguna Treatment Plant to Lystek Facility at Fairfield-Suisun Sewer District Treatment Plant	\$ <u>18</u>	\$ <u>9,000</u>
16	500	Ton/Year	Lystek Facility at Fairfield-Suisun Sewer District Treatment Plant – Tipping Fees	\$ <u>67.26</u>	\$ <u>33,630</u>
			ONE YEAR TOTAL		\$ <u>288,895</u>

2017

SANTA ROSA BUSINESS TAX CERTIFICATE
NON-TRANSFERABLE - POST IN A CONSPICUOUS PLACE

2017

TAX CERTIFICATE #: 9997052255

ACCOUNT #: 314379
BUSINESS LOCATION: 597 WILFRED AVENUE
SANTA ROSA, CA 95407

CERTIFICATE VALID: January 1, 2017
EXPIRATION DATE: December 31, 2017
RENEWAL DUE BY: February 28, 2018
BUSINESS TYPE: 2S
BUSINESS CLASSIFICATION: 274

OWNER: ANDY PONCIA
BUSINESS NAME: DBA PONCIA FERTILIZER ANDY

THIS CERTIFICATE DOES NOT PERMIT BUSINESS OPERATION UNLESS YOUR BUSINESS
IS PROPERLY ZONED AND/OR IN COMPLIANCE WITH ALL APPLICABLE LAWS/RULES

This certificate is issued without verification that the holder is subject to or exempt from any license or permit issued by the State of California, County of Sonoma, City of Santa Rosa or any other regulatory agency. *Annual renewal form is mailed on or before expiration date stated above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cheda Insurance Agency 1345 Redwood Way Petaluma, CA 94954	CONTACT NAME: Ryan Cheda PHONE (A/C, No, Ext): 707-794-9950 E-MAIL ADDRESS: tee@ctsagency.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Andrew Poncia DBA Poncia Fertilizer Spreading P O Box 718 Cotati, CA 94931	INSURER A: Nationwide Agribusiness	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	Y	FPK GLNO 7860695438	05222017	05222018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	FPK BAN 7860695438	05/22/2017	05/22/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		FPK FAEN 7860695438	05/22/2017	05/22/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Santa Rosa, its officers, agents, employees and volunteers are listed as additional insured.

CERTIFICATE HOLDER City of Santa Rosa Its officers, agents employees and volunteers 55 Stony Point Rd Santa Rosa, CA 95401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE TMA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

CITY OF SANTA ROSA ITS OFFICERS AGENTS & EMPLOYEES
55 STONY POINT RD
SANTA ROSA CA 95401

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

No such person or organization is an additional insured for liability arising out of the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to SECTION III - LIMITS OF INSURANCE:

The limits of insurance applicable to the additional insured are those specified in the written contract between you and the additional insured, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

D. With respect to the insurance provided to the person or organization shown in the Schedule of the Endorsement, **Condition 4. Other Insurance** is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when it is excess as provided under part b., below. When this insurance is primary, we will not seek contribution from other insurance available to the person or organization shown in the Schedule of this endorsement.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability

When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance available to the additional insured permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance available to the additional insured does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All terms and conditions of this policy apply unless modified by this endorsement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UNDER THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Don Ramatici Insurance, Inc. P.O. Box 561 Petaluma, CA 94953 Tony Rossotti	707-782-9200	CONTACT NAME: Tony Rossotti PHONE (A/C, No, Ext): 707-782-9200 E-MAIL ADDRESS:	FAX (A/C, No): 707-782-9300																				
	INSURED Andy Poncia DBA: Poncia Fertilizer Spreading PO Box 718 Cotati, CA 94931		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Insurance Company of the West</td> <td>27847</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Insurance Company of the West	27847	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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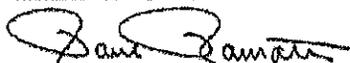
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WPL502560804	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Operations of the Named Insured for the Certificate Holder

CERTIFICATE HOLDER SANTA15 City of Santa Rosa Dept. of Laguna Plant 55 Stony Point Road Santa Rosa,, CA 95401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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PONCI-1

OP ID: DS

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
01/05/2018

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PRODUCER Don Ramatici Insurance, Inc. P.O. Box 551 Petaluma, CA 94953 Tony Rossotti	707-782-9200	CONTACT NAME: Tony Rossotti PHONE (A/C, No, Ext): 707-782-9200 FAX (A/C, No): 707-782-9300 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE		
INSURED Andy Poncia DBA: Poncia Fertilizer Spreading PO Box 718 Cotati, CA 94931	INSURER A:	Insurance Company of the West	NAIC # 27847
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/ AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WPL502560804	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation applies (WC990637 0502).
RE: Operations of the Named Insured for the Certificate Holder

CERTIFICATE HOLDER**CANCELLATION**

SANTARO City of Santa Rosa Purchasing Division 635 1st Street 2nd Floor Santa Rosa, CA 95404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT . CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the schedule.

The additional premium for this endorsement shall be 5% of the California Workers' Compensation premium otherwise due on such remuneration, subject to a minimum premium of \$50.00.

Schedule

Person or Organization	Job Description
City of Santa Rosa 635 1st Street, 2nd Floor, Santa Rosa, CA 95404	Santa Rosa, CA Per Written Contract Spreading of Bile Solids

Policy Number: WPL 5025608 04

Insured: Poncia, Andy (An Ind)

Endorsement Effective: 01/01/2018

Coverage Provided by: Insurance Company of the West

Issue Date: 01/05/2018

Countersigned by: