

RESOLUTION NO. 1304

RESOLUTION OF THE BOARD OF PUBLIC UTILITIES APPROVING AWARD OF GENERAL SERVICES AGREEMENT NO. F002525 FOR BIOSOLIDS HAULING SERVICES WITH PONCIA FERTILIZER, INC.

WHEREAS, the City of Santa Rosa's (City) Laguna Treatment Plant has a requirement to dispose of approximately 30,000 tons of biosolids material; and

WHEREAS, the City's Laguna Treatment Plant transports the material to various reuse and local refuse locations; and

WHEREAS, Poncia Fertilizer, Inc. has submitted a one-year fixed price proposal for hauling service costs; and

WHEREAS, Poncia Fertilizer, Inc. has been deemed the lowest responsive and responsible bidder under Invitation for Bid 22-30.

NOW, THEREFORE, BE IT RESOLVED that the Board of Public Utilities has considered the report of City staff and has concluded that the proposal submitted by Poncia Fertilizer, Inc. would be in the City's best interests to accept; and

BE IT FURTHER RESOLVED that the Board of Public Utilities approves and authorizes the award of a one-year General Services Agreement, No. F002525, with four one-year renewal options for biosolids hauling services with Poncia Fertilizer, Inc., Cotati, CA, not to exceed the amount of \$725,395.

DULY AND REGULARLY ADOPTED by the City of Santa Rosa Board of Public Utilities this 3rd day of November, 2022.

AYES: (7) GALVIN, ARNONE, BADENFORT, GRABILL, WALSH, WATTS, AND WRIGHT

NOES: (0)

ABSENT: (0)

ABSTAIN: (0)

APPROVED: _____/S/_____
Daniel J. Galvin III, Chair

ATTEST: _____/S/_____
Dina Manis, Recording Secretary

APPROVED AS TO FORM:

_____/S/_____
Morgan Biggerstaff, Assistant City Attorney

Exhibit A - Agreement

**CITY OF SANTA ROSA
GENERAL SERVICES AGREEMENT
WITH PONCIA FERTILIZER INC.
AGREEMENT NUMBER F002525**

This "Agreement" is made as of this 3rd day of November, 2022, by and between the City of Santa Rosa, a municipal corporation ("City"), and Poncia Fertilizer Inc., a California Corporation ("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 for the period of January 1, 2023, through December 31, 2023. 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

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 January 1, 2023. 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

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

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

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Contractor wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA
a Municipal Corporation

Poncía Fertilizer Inc.

TYPE OF BUSINESS ENTITY (check one):

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

By: Daniel J Galvin III
Daniel J Galvin III (Nov 3, 2022 16:01 PDT)

Print Name: Daniel J. Galvin III

Title: Chairman of the Board

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: Andy Poncia
Andy Poncia (Nov 22, 2022 14:53 PDT)

Print Name: Andy Poncia

Title: President

By: Andy Poncia
Andy Poncia (Nov 22, 2022 14:53 PDT)

Print Name: Andy Poncia

Title: Treasurer

Margaret Biggerstaff
Margaret Biggerstaff (Nov 2, 2022 11:56 PST)
Office of the City Attorney

ATTEST:

Dina Maris
Board Secretary

City of Santa Rosa Business Tax Cert. No.

Attachments:

EXHIBIT A
SCOPE OF SERVICE

The Contractor shall provide the necessary equipment and personnel for hauling biosolids generated at the Laguna Wastewater Treatment Plant. 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 biosolids will be transported to the Redwood Landfill disposal site located in Novato, California and/or other disposal sites as deemed necessary by the CITY.

The Contractor shall haul dewatered biosolids from the Laguna Wastewater Treatment Plant located at 4300 Llano Road, Santa Rosa, Biosolids Storage Facility located at 3000 Llano Road and Compost Facility located at 4301 Llano Road, CA 95407 for the contract period stated herein. Contractor shall enter and exit the Laguna Wastewater Treatment Plant through the main or south entrances on Llano Road.

The dewatered biosolids to be hauled shall discharge from the Belt Press Hopper. The dewatered biosolids shall have a solid content of approximately fifteen (15%) percent. Under normal operations there will be an average of 40-140 wet tons of dewatered biosolids to be hauled each day Monday through Saturday, inclusive. The CONTRACTOR shall supply good running equipment, which meets CITY approval, allowing for continuous operation at the maximum capacity of the belt press hopper at 280 wet tons per day.

Biosolids disposal under this contract shall occur at the following sites: Compost Facility directly across the street from the treatment plant, Alpha Storage Facility at 3000 Llano Road, Lystek International Limited at 1014 Chadbourne Road, Fairfield, CA, various land applications sites, or Redwood Landfill disposal site located in Novato, California. The City has obtained permission to dispose of the dewatered biosolids at the Redwood Landfill disposal site located in Novato, California. Determination of destination of the biosolids will be made by contract project manager.

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 vehicles/trailers Year 2008 or newer capable of containing the designed load. If vehicles are older than 2008, contractor must provide proof that vehicles have been retrofitted to meet current CA Emission requirements.

The Contractor shall provide a trailer/vehicle that can haul a minimum of 18 tons per trip that will be available at all times during normal operations - defined as November 1 to April 30 - Monday - Saturday 5:00a.m. - 5:00p.m. Hauling trailers must be 100% sealed to prevent leakage. Only during emergency situations may Contractor be allowed to use a trailer/vehicle that hauls less than 18 tons. The Contractor will be required to submit copies of appropriate insurance policies and/or Certificates of Insurance evidencing coverage for this specific circumstance in addition to insurance specified elsewhere in the contract.

In addition to the above, during land application season - defined as May 1 to October 31 - the Contractor will be required, upon 24 to 48-hour advance request from the contract project manager, to have a total of four or more additional trailer/vehicles, with driver for each, to be available to transport biosolids from the treatment plant and/or Alpha Storage Facility and/or Compost Facility to land application sites.

No wash down facilities exist at the Redwood Landfill disposal site, or land application sites for use by the Contractor. Wash down facilities are available at the Laguna Treatment Plant, the

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.

VEHICLE AND TRAILER EQUIPMENT LIST

Provide a list of vehicles and trailers that will be used for biosolids hauling services. All vehicles and trailers must be in full working order and comply to California Emission Standards and Certifications.

Description/Dimensions	Year	Make/Model	Current Registration Date	CA Emissions Retrofit Date (Required for all vehicles older than 2008)
#31 / VIN - 433227	2018	Pete	09/30/23	n/a
#49 / VIN - 336872	2016	Pete	09/30/23	n/a
#58 / VIN - 444837	2017	Pete	01/31/23	n/a

EXHIBIT B - COMPENSATION SCHEDULE

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT COST/WET TN</u>	<u>EXTENDED TOTAL</u>
1	3,000	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant to Compost Facility	\$3.00	\$9,000.00
2	7000	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant and/or Compost Facility to Alpha Storage Facility	\$4.50	\$31,500.00
3	2340	Wet Ton/Year	Haul biosolids from Alpha Storage Facility or Laguna Treatment Plant or Compost Facility to Brown Farm	\$4.50	\$10,530.00
4	420	Wet Ton/Year	Haul Biosolids from Laguna Treatment Plant or from Alpha Farm or from Compost Facility to Stone Farm	\$4.50	\$1,890.00
5	100	Wet Ton/Year	Haul biosolids from Alpha Storage Facility to Compost Facility	\$2.00	\$200.00
6	100	Wet Ton/Year	Haul biosolids from Compost Facility to Alpha Storage Facility	\$2.00	\$200.00
7	5000	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant, or Alpha Farm Storage Facility, or Compost Facility to Jacobsen Ranch	\$11.75	\$58,750.00
8	1450	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Compost Facility to Redwood Landfill	\$6.00	\$8,700.00
9	2880	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant, or Alpha Farm Storage Facility, or Compost Facility to Scally Wag Ranch	\$11.75	\$33,840.00
10	3020	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant, or Alpha Farm Storage Facility, or Compost Facility to Leonard Ranch	\$11.75	\$35,485.00
11	4500	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to Yenni Ranch	\$14.00	\$63,000.00
12	4000	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to Twin House Farm	\$11.75	\$47,000.00
13	2400	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to Twin Vista Ranch	\$11.75	\$28,200.00
14	3800	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to BBRRBR, LLC Ranch	\$11.75	\$44,650.00
15	5400	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to Herzog Ranch	\$11.75	\$63,450.00
16	4000	Wet Ton/Year	Haul Biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to Crane Ranch	\$11.75	\$47,000.00
17	11,000	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant to Lystek Facility at Fairfield Suisun Sewer District Treatment Plant	\$22.00	\$242,000.00
			ONE YEAR GRAND TOTAL		\$725,395.00

From: [Sims, Frances](#)
To: [Roberts, Sara](#)
Subject: RE: Poncia Fertilizer Insurance Approval
Date: Tuesday, June 14, 2022 11:48:28 AM
Attachments: [image002.png](#)

Hi Sara,

The certificate of insurance for Poncia Fertilizer, dated 5/9/22, has been reviewed and is approved.

Frances

From: Roberts, Sara <sroberts@srcity.org>
Sent: Tuesday, June 14, 2022 11:22 AM
To: Sims, Frances <FSims@srcity.org>
Subject: Poncia Fertilizer Insurance Approval
Importance: High

Good morning Frances.

Can you please review and approve the attached insurance renewal?

Sara E. Roberts | Utilities Technician
Teamsters Local 856 Shop Steward/ Member Organizer
Santa Rosa Water – Biosolids & Reclamation
4300 Llano Road | Santa Rosa, CA 95407
Phone (707) 543-3933 | Fax (707) 543-3399 | sroberts@srcity.org



Work Schedule (On Site Only)

Monday - Tuesday: 6:30 am – 4 pm

Wednesday – Thursday: 7:30 am - 5 pm

Non-Payday Friday RDO

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
AND VOLUNTEERS
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 on-going 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2022

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 FAX (A/C, No): 707-794-9973	
	E-MAIL ADDRESS: tee@ctsagency.com	
INSURED Poncia Fertilizer Inc PO Box 718 Cotati, CA 94931-0718	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Westchester	
	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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY		G2750906A	09/23/2022	09/23/2023	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$	
	☒ Contractors Pollution	MED EXP (Any one person)				\$	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	PERSONAL & ADV INJURY				\$	
	OTHER:					GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$
							\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO					BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE	\$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N				PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	☐ N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					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)

CERTIFICATE HOLDER

CANCELLATION

City of Santa Rosa It's officers, agents employees and volunteers 55 Stony Point Rd Santa Rosa, CA 95401	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 <i>Therese Avilla</i> TMA

© 1988-2015 ACORD CORPORATION. All rights reserved.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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).

The additional premium for this endorsement shall be **2 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization
**ANY PERSON OR
ORGANIZATION WHEN
REQUIRED BY WRITTEN
CONTRACT**

Job Description
**ALL CALIFORNIA
OPERATIONS**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **01/01/2022** Policy No. **WPL 502560808**

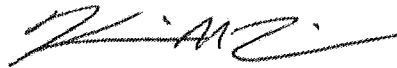
Endorsement No.

Insured **PONCIA FERTILIZER INC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By



 Document e-signed by Morgan Biggerstaff (mbiggerstaff@srcity.org)

Signature Date: 2022-11-03 - 3:36:09 AM GMT - Time Source: server

 Agreement completed.

2022-11-03 - 3:36:09 AM GMT