

**THIRD AMENDMENT
TO GENERAL SERVICES AGREEMENT NUMBER F001626
WITH JAMES FURULI INVESTMENT COMPANY, INC.
DBA ENVIRONMENTAL DYNAMICS**

This Third Amendment to Agreement number F001626, dated February 15, 2018 (“Agreement”) is made as of this ____ day of _____, 2021, by and between the City of Santa Rosa, a municipal corporation (“City”), and James Furuli Investment Company, Inc. dba Environmental Dynamics, a California Corporation (“Contractor”).

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide janitorial services for various City of Santa Rosa Water Department locations, as previously amended.
- B. City and Contractor now desire to amend the Agreement for the purpose of adding additional contingency funds in the amount of \$250,000, and increasing compensation.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. **COMPENSATION**

Section 4 of the Agreement is amended to increase the compensation payable to Contractor by increasing the contingency amount by \$250,000 to read as follows:

“The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in the Agreement shall not exceed the total sum of \$847,165.56 plus a total contingency of \$420,000 for Miscellaneous Services for an aggregate not-to-exceed amount under the Agreement of \$1,267,165.50. The Chief Financial Officer is authorized to pay all proper claims from various Charge Numbers.”

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONTRACTOR:

James Furuli Investment Company, Inc.
dba Environmental Dynamics

TYPE OF BUSINESS ENTITY:

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

Signatures of Authorized Persons:

By: *James C. Furuli*
James C. Furuli (Sep 11, 2011 11:54 PDT)

Print Name: James C. Furuli

Title: President

By: *James C. Furuli*
James C. Furuli (Sep 11, 2011 11:54 PDT)

Print Name: James C. Furuli

Title: CFO

City of Santa Rosa Business Tax Cert. No.

_____06507747_____

Attachment: N/A

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print Name: Chris Rogers

Title: Mayor

APPROVED AS TO FORM:

Karen Donocour
Karen Donocour (Sep 15, 2011 11:39 PDT)

Office of the City Attorney

ATTEST:

Board Secretary

CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: CITY OF SANTA ROSA C/O JENNIFER MYLES DEPARTMENT OF FINANCE 635 1ST ST FL SECOND SANTA ROSA, CA 95404-4716	Named Insured: JAMES FURULI INVESTMENT CO., INC. 1320 COMMERCE ST STE T PETALUMA CA 94954-1470
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Automobile Liability			
Insurer Name: Allstate Insurance Company			
Policy Number: 048532920			
<input checked="" type="checkbox"/>	1 – Any Auto	<input type="checkbox"/>	2 – Owned Autos Only
<input type="checkbox"/>	4 – Owned Autos Other Than Priv. Pass. Autos Only	<input type="checkbox"/>	5 – Owned Autos Subject to No Fault
<input checked="" type="checkbox"/>	7 – Specifically Described Autos	<input checked="" type="checkbox"/>	8 – Hired Autos Only
<input type="checkbox"/>	3 – Owned Priv. Pass. Autos Only	<input type="checkbox"/>	6 – Owned Autos Subject to a Compulsory UM Law
<input checked="" type="checkbox"/>	9 – Non-owned Autos Only		
Policy Effective Date: 01-30-2021		Policy Expiration Date: 01-30-2022	
Limits Of Insurance:	\$ 1,000,000		Combined Single Limit (each accident)
	BI Per Person	BI Per Accident	PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			
CITY OF SANTA ROSA RE: CONTRACT F001626			
<i>Reviewed FVS</i> <small>Reviewed FVS (Apr 26, 2021 09:19 PDT)</small>		Apr 26, 2021	<i>FVS</i> <small>FVS</small>

Interested Party Type: CERTIFICATE HOLDER
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Producer: MEMMER INS	
Authorized Representative:	
Date: 04-22-21	

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F001626 Auto 21-22

Final Audit Report

2021-04-26

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"F001626 Auto 21-22" History

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM**

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

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 2.5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Blanket Waiver of Subrogation

Job Description

As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

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 04-17-2021
Insured
James Furuli Investment Co, Inc. (a Corp)

Policy No. FLA005183-04
Insurance Company
Falls Lake Fire & Casualty Company

Endorsement No.

Countersigned By _____









Third Amendment to General Services Agreement F001626 (v3)

Final Audit Report

2021-09-14

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