CITY OF SANTA ROSA GENERAL SERVICES AGREEMENT WITH HANFORD APPLIED RESTORATION & CONSERVATION AGREEMENT NUMBER F001629

This "Agreement" is made as of this	day of	, 2018, by and
between the City of Santa Rosa, a municipal of	corporation ("City")	, and Hanford Applied
Restoration & Conservation, a California Corpor	ration, ("Contractor	").

RECITALS

- A. City desires BMP Replacement and Protection in the Public Right of Way within the Burn Scar Areas.
- 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 a responsible firm with the ability and skills necessary to successfully perform the services hereunder under the terms and conditions of this Agreement.
- 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 immediately upon execution of this Agreement through June 2018. Contractor shall devote such time and effort to the

Page 1 of 10

General Services Agreement – Federal Procurements Form approved by the City Attorney 11-1-17 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 compensation payable to Contractor for the satisfactory performance and completion of all services set forth in Exhibit A shall not exceed the total sum of six hundred and fifty thousand dollars (\$650,000.00). Contractor acknowledges and agrees that it exceeds the total compensation payable under this Agreement at its own risk. The Chief Financial Officer is authorized to pay all proper claims from Charge Number 54042.

5. BILLABLE RATES, PAYMENTS TO CONTRACTOR

- a. Billable Rates. Contractor shall be paid for the performance of services at unit pricing, 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
- 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 six months, 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 two (2) 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; REMEDIES

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 and recover the aggregate of: 1) any amount necessary to compensate City for all the detriment caused by Contractor's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from its failure; and 2) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California or Federal law. 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

- 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 sections 1720 et seg.; (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 socalled 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

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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

- a. Contractor shall retain any and all records necessary to document the charges under this Agreement and make such records available for inspection for a period of not less than four (4) years.
- b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.
- c. Contractor shall maintain the records and any and all other records pertinent to this Agreement for a period of four (4) years after completion of all services hereunder.
- d. Contractor agrees to provide City, the State of California, the Federal Emergency Management Agency ("FEMA") Administrator, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books, documents, papers, and records of Contractor which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- e. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- f. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the services being performed under this Agreement.

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

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.

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. FEDERAL PROVISIONS.

Contractor shall comply with the provisions in Exhibit C to this Agreement. In the event of a conflict between any provision in Exhibit C and any other provision of this Agreement, the more stringent provision shall control and prevail.

21. 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:

City

Heaven Moore Supervising Engineer 69 Stony Circle Santa Rosa, CA 95401 707-543-4530 hmoore@srcity.org

Contractor

Will Johnson, Project Manager Hanford Applied Restoration & Conservation 596 First Street East Sonoma, CA 95476 707-766-4905 will@hanfordarc.com

22. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the City that it is (a) a duly organized and validly existing California corporation, 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

	a Municipal Corporation
Name of Firm: Hanford Applied	
Restoration & Conservation, Inc.	Sun / hu for
TYPE OF PURINESS ENTITY	By: / Stuu / Juliato
TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor	Print Name: GLAPHA HURTADO
Partnership) = (11
x Corporation	Title: DEPUTY CITY MANAGER
Limited Liability Company	
Other (please specify:)	ADDDOVED AC TO FORM
0:	APPROVED AS TO FORM:
Signatures of Authorized Persons:	MULIA
By:	
	Office of the City Attorney
Print Name: DAVI & FELCIANO	
Title: Vice PRESIDENT	
By:	
17000	
Print Name: MARK (EDER DORC	
Title: SECRETARY	
Title. Scare (A)CV	
>	
City of Santa Rosa Business Tax Cert. No.	
	*
Attachments:	
Attachment One - Insurance Requirements	
Exhibit A - Scope of Services or Contractor's Pi	roposal

Exhibit B - Compensation/Rates Exhibit C - Federal Provisions

Exhibit A to GSA SCOPE OF WORK

BMP Replacement and Protection in the Public Right of Way within the Burn Scar Areas

WORK TASKS

REPLACEMENT

- Pre-job meeting with City is required prior to start of work.
- Remove and properly dispose of all existing BMP's in the public right of way within the burn scar areas.
- Clean curb, gutter and roadway at and adjacent to all removed BMP's. Collect all material using dry pick up methods only. Prevent any discharge to the storm drain system. Properly dispose of all materials.
- Install new BMP's per attached details, unless otherwise directed by the City, using City
 provided materials. Materials must be picked up from designated staging areas within
 Fountaingrove and Coffey Park or the City of Santa Rosa's Corporations Yard, unless
 otherwise specified by the City.
- Provide documentation of location, type, and quantity of BMPs installed.
- Load, transport and offload donated weighted wattles to designated staging areas
 within Fountaingrove and Coffey Park or the City of Santa Rosa's Corporations Yard,
 unless otherwise specified by the City. There are approximately 300 weighted wattles
 (12 pallets) at the County Fairgrounds and approximately 150 weighted wattles (6
 pallets) from the NCRWQCB.

PROTECTION

Clean, remove, and/or replace BMP's per the attached specification as directed by the
City within 72 hours of notification or as otherwise agreed upon. The City will identify
and provide a list of locations requiring maintenance and/or replacement in writing to
the contractor at least once per month. Although total scope of work may vary and may
be dependent on current activities, weather and other unforeseen factors in the burn
scar areas, the City anticipates cleaning and/or replacement of approximately 10% - 25%
of total structures monthly.

REMOVAL

 Remove all BMP's and clean curb, gutter and roadway at and adjacent to all removed BMP's at completion of the contract. Collect all material using dry pick up methods only. Properly dispose of all materials. • Load, transport and offload remaining unused materials from designated staging areas to the City of Santa Rosa's Corporations Yard, unless otherwise specified by the City.

CITY DISCRETIONARY

- MATERIALS: Contractor shall use City supplied materials. If materials, weighted wattles
 and gravel bags, are depleted from City resources, contractor shall, upon approval of the
 City, purchase, deliver and stage needed materials for replacement and installation.
 Purchasing shall be in accordance with City standards, specifications and procedures.
 Staging area shall be determined by City at time of needed purchase at one of three
 designated staging areas (Coffey Park, Nagasawa Community Park, City Corp Yard)
- EVALUATION: Upon request by City, visually inspect specified BMP's within 72 hours unless otherwise directed by the City.
- INSTALLATION: Install new BMP's per attached details using City provided materials.
 Materials must be picked up from designated staging areas within Fountaingrove and Coffey Park or the City of Santa Rosa's Corporations Yard, unless otherwise specified by the City.



Bid Quotation Submittal

RFQ 18-19

Temporary Best Management Practice (BMP) Replacement and Protection in the Public Right of Way within the Burn Scar Areas

Prepared for

City of Santa Rosa, CA

Bid Date: January 24, 2018 @ 2 PM

POC: Will Johnson Ph (707) 766.4905 Fax (707) 996.6641 will@hanfordarc.com

Streams – Wetlands – Parks Since 1984

Exhibit B to GSA

BID ITEM/QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
EA	INLET PROTECTION (FLAT & HILLSIDE): QTY ≈ 1,088 Remove existing BMP's in the public right of way within the burn scar areas and clean curb, gutter and roadway at and adjacent to all removed BMP's, properly dispose of all removed BMPs and collected material. Install new BMP's per attached details. Provide documentation of proper handling and disposal of all BMP's and collected material and location, type, and quantity of BMPs installed.	\$213.00	\$231,744.00
EA	INLET PROTECTION (DROP INLET): QTY ≈ 315 Remove existing BMP's in the public right of way within the burn scar areas and clean curb, gutter and roadway at and adjacent to all removed BMP's, properly dispose of all removed BMPs and collected material. Install new BMP's per attached details. Provide documentation of proper handling and disposal of all BMP's and collected	\$213.00	\$67,095.00

			
	material and location, type, and quantity of BMPs installed.		,
	Load, transport and offload donated weighted wattles to designated staging areas within Fountaingrove and Coffey Park.	\$152.00	\$2,736.00
	QTY ≈ 18 Pallets or 450 weighted wattles.		*
EA	Protective Cleaning only: Clean curb, gutter and roadway at and adjacent to all BMP's. Properly dispose of all collected material. Provide documentation of proper handling and disposal of all collected material and location, type, and quantity.	\$250.00	\$\$
EA	REMOVAL only: Remove all BMP's and clean curb, gutter and roadway at and adjacent to all removed BMP's. Properly dispose of all collected material. Provide documentation of proper handling and disposal of all BMP's and collected material and location, type, and quantity.	\$200.00	\$200.00
	Load, transport and offload remaining unused materials from designated staging areas to the City of Santa Rosa's Corporations Yard, unless otherwise specified by the City.	\$160.00	\$ 160.00
CITY DISCRETI	ONARY		
EA	Weighted Wattles: Purchase, deliver, offload and stage needed materials for replacement and installation.	\$725.00	\$

EA	Gravel Bags: Purchase, deliver, offload and stage needed materials for replacement and installation.	\$425.00	\$425.00
EA	Evaluation: Upon request by City, visually inspect specified BMP's within 72 hours unless otherwise directed by the City.	\$20.00	\$20.00
EA	INSTALLATION only: Install new BMP's per attached details using City provided materials.	\$150.00	\$150.00
ii ii	Total		\$303,505.00

ATTACHMENT: REQUIRED DATA FORMS

List of Forms:

Exceptions to Specifications

Debarment and Suspension Certification

Anti-Lobbying Certification

Designated Contact

Signature Page

CITY OF SANTA ROSA

REQUIRED DATA FORMS

Exceptions to the Specifications

Exceptions to the specifications of any b by the contractor in the space provided b	oid items stated herein shall be fully described in writi below:	ng
Hanford Applied Restoration & Conservation has no exceptions.		
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BMP Replacement and Protection in the Public Right of Way within the Burn Scar Area RFQ 18-19

CITY OF SANTA ROSA

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Hanford Applied Restoration & Conservation
Name and Title of Authorized Representative:
Douglas Hanford, President
Signature of Authorized/Representative:
Date:
January 24, 2018

Firm Name:

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out on page one.
- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

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CITY OF SANTA ROSA

CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in 2. the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any. Signature of Contractor's Authorized Official: Name and Title of contractor's Authorized Official: Douglas Hanford, President

Hanford Applied Restoration & Conservation

January 24, 2018

Date:

REQUIRED DATA FORMS

Designated Contact

Indicate in the space provided below, the designated contact individuals name and address as requested under Notification in the General Provisions Section of the Request For Quotations.

City of Santa Rosa	<u>Vendor</u>
Hansan Maara	Hanford Applied Restoration & Conservation
Heaven Moore Supervising Engineer 69 Stony Circle	Will Johnson, Project Manager
	596 First Street East
Santa Rosa, CA 95401	Sonoma, CA, 95476
707-543-4530	707-766-4905
hmoore@srcity.org	will@hanfordarc.com

******The remainder of this page is intentionally blank*******

REQUIRED DATA

Signature Page

In compliance with the bid documents, the undersigned offers and agrees, if this Quotation is accepted, within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the Schedule. Note: Prompt Payment Discounts - discounts for prompt payment will be taken into consideration in determining lowest bid:		
-		
PLEASE PRINT:	1	
Name and Address of Bidder:	Signature of Person Authorized to Sign:	
Hanford Applied Restoration & Conservation	- Suparter	
596 First Street East		
Sonoma, CA. 95476	Type Name: Douglas Hanford	
Phone No.: (707) 996-6633	Type Title: President	
Email: will@hanfordarc.com	Date of Bid:	
	1/24/2018	

ATTACHMENT:

Addenda Acknowledgement

Addendum D	etail		
Addendum Num	1		
Post Date	January 18, 2018		
Title	Adding Additional Langa	iuge	
Description		EPLACEMENT" must be completed ays (or 14 calendar days) of contrac	
Files	Title	File Name	Status
Addendum Acknow	wledged		Done



January 23, 2018

ALL PROSPECTIVE BIDDERS

ADDENDA 2 - RFQ 18-19 BMP

Notice is hereby given that certain sections contained in the above referenced Request For Proposals are being amended, clarified and/or deleted and are identified as Addenda No. 2 and attached hereto.

THEREFORE: All bidders are required to note this Addenda, and are <u>required to sign</u> this Addenda and shall submit this Addenda with the RFQ.

Should you have any questions, please feel free to contact me at 707-543-3706.

Brandalyn Tramel

Brandalyn Tramel Purchasing Agent

CITY OF SANTA ROSA REQUEST FOR QUOTATION

CONTINUATION SHEET	BID NO. RFQ 18-19 Page 1	
NAME OF BIDDER: Hanford Applied Restoration & Conservation		

Addenda No. 2

Clarification RFQ Item.

NO. 2

1. What is the material quantity to load, transport and offload? This is referring to the following Bid Item:

The City has recently purchased/obtained approximately 3,100 weighted wattles and 13,000 gravel bags. Materials were obtained based upon current information and BMP configuration. At this time, the City anticipates that all materials will be utilized in the initial replacement, however, recognizes that configurations are subject to change due to regulatory oversight, local conditions and on-going operations. Please bid these items as a per pallet as the City cannot determine quantity.

2. What is the bid quantity of weighted wattle, gravel bags to purchase and

Due to economies of scale the per unit cost to purchase and deliver a single weighted wattle or single gravel bag would be considerably more than the unit price of purchasing, delivering, multiple pallets of materials. For example there are typically 14 wattles in a pallet of wattles, There are typically 56 gravel bags on a pallet of gravel bags.

The City has recently purchased/obtained approximately 3,100 weighted wattles and 13,000 gravel bags. Materials were obtained based upon current information and BMP configuration. At this time, the City anticipates that all materials will be utilized in the initial replacement, however, recognizes that configurations are subject to change due to regulatory oversight, local conditions and on-going operations. The City anticipates cleaning or replacement of approximately 10% - 25% of total structures (140-350) monthly for the duration of the rainy season. Although the quantity of materials to be replaced is unknown and likely to vary depending on rainfall amount, ongoing operations and site protections, etc., bulk purchasing and stockpiling of needed materials for the duration of the rainy season, with appropriate City coordination, is preferred. Please bid these items as per pallet as quantity cannot be determined.

COMPANY NAME:

COMPANY ADDRESS:

REPRESENTATIVE'S NAME:

DATE:

Hanford Applied Restoration & Conservation

596 First Street East Sonoma, CA 95476

Douglas Hanford

1/24/2018

DATED: January 23, 2018

Exhibit C

FEDERAL PROVISIONS

A. Definitions

- 1. Government means the United States of America and any executive department or agency thereof.
- 2. FEMA means the Federal Emergency Management Agency.
- Third Party Subcontract means a subcontract at any tier entered into by Contractor
 or subcontractor, financed in whole or in part with Federal assistance originally
 derived from the Federal Emergency Management Agency.

B. Federal Changes

- 1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to the requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
- Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation

of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4. <u>Subcontracts</u>. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act

This Section D shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

- 1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*.
- 2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.
- Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in partwith Federal assistance provided by FEMA.

E. Suspension and Debarment

- This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
- Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C
 and title 2 Code of Federal Regulations, part 3000, subpart C and must include a
 requirement to comply with these regulations in any lower tier covered transaction it
 enters into.
- 4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

- 1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - b. Meeting Agreement performance requirements; or
 - c. At a reasonable price.
- 2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE REQUIREMENTS

- 1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business

- enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. MISCELLANEOUS PROVISIONS

- 1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
- 2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
- 3. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
- 4. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name:
HANFORD Applied RESTORATION & CONSERVAT
Name and Title of Authorized Representative:
MARK CEderborg, Copp. SERRETARY
Signature of Authorized Representative:
Date:
1-29-18

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out on page one.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

The undersigned, Hanford Applied Restoration & Conservation, a California Corporation certifies, to the best of his or her knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, Hanford Applied Restoration & Conservation, a California Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Name and Title of contractor's Authorized Official:

Mark Cederborg, Secretary

Date: 1-29-18

ATTACHMENT ONE INSURANCE REQUIREMENTS FOR GENERAL SERVICES AGREEMENTS

A. Insurance Policies: Contractor shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A:VI or otherwise acceptable to the City.

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1.	Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2.	Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3.	Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
4.	Pollution Liability	(contact Risk Mgmt for limits and whether pollution insurance required – if not required, remove this requirement)	If the work involves lead-based paint or asbestos identification/remediation, the policy must not contain lead-based paint or asbestos exclusions. If the work involves mold identification, the policy must not contain mold exclusion and the definition of "Pollution" in the policy must include microbial matter, including mold.

B. Endorsements:

- All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions.
- 2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
 - b. The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy. General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

- 1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
- 2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
- 3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
- 4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
- 5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/26/2018

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).

tł	nis certificate does not confer rights t	o the	cert	ificate holder in lieu of si			·	•				
	DUCER				CONTAC NAME:	Cheryl van	Westrop					
(WC) Heffernan Insurance Brokers					PHONE (A/C, No. Ext): 925-934-8500 (A/C, No.): 925-934-8278							
1350 Carlback Avenue												
VV	alnut Creek, CA 94596				ADDRESS: Cherylv@heffins.com							
						INSURER(S) AFFORDING COVERAGE				NAIC#		
						INSURER A: Employers Insurance Company of Wausau						
INSURED HANFAPP-02 Hanford Applied Restoration and Conservation						INSURER B : State Compensation Insurance Fund						
	195 Maffei Road	eiva	ition		INSURER C : Hamilton Specialty Insurance Company 13551							
Sonoma, CA 95476					INSURER D: Endurance American Insurance Company							
5					INSURER E:							
·						1/2/10						
COVERAGES CERTIFICATE NUMBER: 1709819758 REVISION NUMBER:										110		
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INSR LTR	TYPE OF INSURANCE		WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	3		
С	X COMMERCIAL GENERAL LIABILITY	Y		AHSECC1246400		11/1/2017	11/1/2018	EACH OCCURRENCE		\$ 2,000,000		
	CLAIMS-MADE X OCCUR							DAMAGE TO RENT PREMISES (Ea occi	ED urrence)	\$ 100,000		
								MED EXP (Any one	person)	\$ 10,000		
								PERSONAL & ADV	INJURY	\$ 2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREC	ear departs to	\$ 4,000,000		
	POLICY X PRO- JECT LOC							PRODUCTS - COM		\$ 4,000,000		
	X OTHER: CAP									\$ 2,500		
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	OWNED SCHEDULED							•				
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	X AUTOS ONLY X NON-OWNED AUTOS ONLY							(Per accident)		\$		
11.197									-	\$		
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	DED RETENTION \$									\$		
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	ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDE	NT	\$ 1,000,000		
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA I	EMPLOYEE	\$ Included		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	ICYLIMIT	\$ Included		
D C	EXCESS LIABILITY			ELD30000494600		11/1/2017	11/1/2018	EACH OCCUR/AGG	REG	\$9M/\$9M		
С	CONT. POLLUTION W/ PROFESSIONAL LIAB (CLAIMS MADE)			AHSECC1246400		11/1/2017	11/1/2018	PER CLAIM/AGGRE PER CLAIM/AGGRE	G/DED G/DED	\$2M/\$4M/\$10k \$2M/\$4M/\$10k		
								To company to make the property of the company of t		-05/2010-04/07-5941-03-04/85/3914-0324		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES //	COPP	101 Additional Pamarka Schodu	le may be	attached if man	enace le requi	(her				
	Erosion control work in Santa Rosa. Th								n additiona	I insured (primary		
	non-contributory) on General Liability p									neral Liability policy		
is a	ittached, if required. Waiver of Subrogati	on is	inclu	ded on vvorkers Compens	ation po	olicy per the a	ttached endo	orsement, it requi	rea.			
*												
CE	RTIFICATE HOLDER				CANC	ELLATION						
					950000000							
					N					NCELLED BEFORE		
						THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	City of Santa Rosa											
69 Stony Circle Santa Rosa, CA 95401						AUTHORIZED REPRESENTATIVE						
	Santa Rosa, CA 93401		4.4									

POLICY NUMBER: AHSECC12464-00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS - (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

POLICY NUMBER: AHSECC12464-00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

- X COMMERCIAL GENERAL LIABILITY COVERAGE PART
- X PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person(s) or organizations(s) when you have agreed in A written contract or agreement that such person or organization be added as an Additional Insured for Completed Operations coverage.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if no	ot shown above, will be shown in the Declarations.

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT

Named Insured: Hanford ARC

Policy Number: AHSECC12464-00

Endorsement

Effective Date: 11/01/2017

Endorsement Number:

(12:01 AM Standard Time at the address of the Named Insured as shown in the Declarations)

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY INSURANCE ENDORSEMENT – DESIGNATED WORK OR PROJECT(S)

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the named insured agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$\square\$, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that this Policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

Authorized Representative

This endorsement does not change any other provision of the **Policy**. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

Date of Issuance:

Hamilton Specialty Insurance Company

Page 1 of 1

Policy Form:

Endorsement Form; AHS ECC 0313 1013



ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION BLANKET BASIS

BROKER COPY

REP B5 9142994-17 RENEWAL NA 3-12-23-12 PAGE 1 OF

1

HOME OFFICE SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

EFFECTIVE OCTOBER 1, 2017 AT 12.01 A.M. AND EXPIRING OCTOBER 1, 2018 AT 12.01 A.M.

HANFORD ARC 596 1ST ST E SONOMA, CA 95476

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 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION
FOR WHOM THE NAMED INSURED
HAS AGREED BY WRITTEN
CONTRACT TO FURNISH THIS
WAIVER

BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

SEPTEMBER 28, 2017

PRESIDENT AND CEO

2572

AUTHORIZED REPRESENTATIVE SCIF FORM 10217 (REV.7-2014)

OLD DP 217

Alex Padilla California Secretary of State



Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Thursday, January 25, 2018. Please refer to document Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C2205218 HANFORD APPLIED RESTORATION & CONSERVATION

Registration Date: Jurisdiction:

Entity Type:

Status:

Agent for Service of Process:

Entity Address:

Entity Mailing Address:

12/20/1999

CALIFORNIA DOMESTIC STOCK

ACTIVE

DOUGLAS HANFORD 23195 MAFFEI ROAD SONOMA CA 95476 23195 MAFFEI ROAD

SONOMA CA 95476 23195 MAFFEI ROAD SONOMA CA 95476

A Statement of Information is due EVERY year beginning five months before and through the end of December.

Document Type

IT File Date

IF PDF

SI-COMPLETE

01/26/2017

SI-COMPLETE

07/12/2007

REGISTRATION

12/20/1999

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to Name Availability.
- If the image is not available online, for information on ordering a copy refer to Information Requests.
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to Information Requests.
- For help with searching an entity name, refer to <u>Search Tips</u>.
- For descriptions of the various fields and status types, refer to <u>Frequently Asked Questions</u>.

Modify Search

New Search

Back to Search Results

^{*} Indicates the information is not contained in the California Secretary of State's database.

State of California Secretary of State

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): \$25.00.
If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

SI-200 (REV 01/2013)

HANFORD APPLIED RESTORATION & CONSERVATION

FJ39633

S

FILED

In the office of the Secretary of State of the State of California

JAN-26 2017

APPROVED BY SECRETARY OF STATE

2. CALIFORNIA CORPORATE NUMBER This Space for Filing Use Only C2205218 No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.) 3 If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety. If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17. Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.) 4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE 23195 MAFFEI ROAD, SONOMA, CA 95476 STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE 596 FIRST STREET EAST, SONOMA, CA 95476 MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.) CHIEF EXECUTIVE OFFICER/ CITY STATE ZIP CODE ADDRESS DOUGLAS HANFORD 23195 MAFFEI ROAD, SONOMA, CA 95476 8. SECRETARY ADDRESS CITY STATE ZIP CODE 23195 MAFFEI ROAD, SONOMA, CA 95476 MARK CEDERBORG CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE DOUGLAS HANFORD 23195 MAFFEI ROAD, SONOMA, CA 95476 Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.) ADDRESS CITY STATE 10. NAME ZIP CODE MARK CEDERBORG 23195 MAFFEI ROAD, SONOMA, CA 95476 ADDRESS CITY 11. NAME STATE ZIP CODE DOUGLAS HANFORD 23195 MAFFEI ROAD, SONOMA, CA 95476 CITY ADDRESS STATE ZIP CODE DAVID FELCIANO 23195 MAFFEI ROAD, SONOMA, CA 95476 13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank. 14. NAME OF AGENT FOR SERVICE OF PROCESS DOUGLAS HANFORD 15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE 23195 MAFFEI ROAD, SONOMA, CA 95476 Type of Business 16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION COMMERCIAL LANDSCAPING 17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT CONTROLLER 01/26/2017 PATRICIA MARMION TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE DATE SIGNATURE

Page 1 of 1

