

**CITY OF SANTA ROSA
GENERAL SERVICES AGREEMENT
WITH LAGUNA DE SANTA ROSA FOUNDATION
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2019 by and between the City of Santa Rosa, a municipal corporation ("City"), and the Laguna de Santa Rosa Foundation a California non-profit ("Corporation").

RECITALS

A. City desires to propagate and plant native vegetation for the Lower Colgan Creek Phase 2 Restoration Project.

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

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

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

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

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

2. TIME FOR PERFORMANCE

The services described herein shall be provided in accordance with the schedule set forth in Exhibit A. Contractor shall devote such time and effort to the performance of services as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

3. STANDARD OF PERFORMANCE

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

4. COMPENSATION

The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in Exhibit A shall not exceed the total sum of \$187,442. The Chief Financial Officer is authorized to pay all proper claims from Charge Number JL Key 54024.

5. BILLABLE RATES, PAYMENTS TO CONTRACTOR

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

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

c. Invoices. Payment will be made on a calendar-month basis in arrears. Invoices shall be submitted to the person and address specified in the Agreement, bid, or purchase order. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to the Contractor for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for Contractor's failure to include reference to Agreement (including number) on the invoice **and for failure to maintain current insurance information with the City in accordance with insurance requirements hereunder.** In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in the Contractor's invoice. Invoices for services provided in June or for any services not previously invoiced shall be submitted within 10 working days after June 30 to facilitate City fiscal year end closing. Failure to comply with this invoice submission requirement may delay payment.

In connection with any cash discount specified in the bid response, if applicable, or Contractor's Proposal, time will be computed from the date correct invoices are received by the person and address specified in the Agreement, bid, or purchase order. For the

purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check. All invoices shall contain the following information:

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

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

6. TERM, SUSPENSION, TERMINATION

a. The term of this Agreement shall be for three years, 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

If at any time 1) Contractor fails to conform to the requirements of this Agreement; 2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Contractor which may interfere with the performance of this Agreement; or 4) Contractor has failed to supply an adequate working force, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Agreement, which default is not fully corrected or remedied to the reasonable satisfaction of City within ten (10) days following the date a written notice thereof by City, then City shall have the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this

Agreement. Any cost or expense incurred by City arising out of Contractor's breach or default hereunder, and for City's enforcement of these rights, shall be the obligation of Contractor and may, at City's discretion, be deducted from any amounts that may then be owing to Contractor under this Agreement, without any release or waiver of any other rights or remedies in law or equity to which City may be entitled.

8. INDEMNIFY AND HOLD HARMLESS AGREEMENT

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

9. INSURANCE REQUIREMENTS

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this Agreement by Contractor, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the City pursuant to Section 11 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in Attachment One.

10. LEGAL REQUIREMENTS AND PERMITS; NONDISCRIMINATION

a. Legal Requirements and Permits. Contractor represents and warrants that Contractor has all licenses, permits, City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its occupation and provide services under this Agreement. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits

discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) OSHA; and (iv) the Immigration Reform and Control Act of 1986. Contractor shall, if requested by City, provide certification and evidence of such compliance. If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

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

11. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not subcontract or assign any right or obligation under this Agreement without the written consent of the City. Any attempted or purported subcontract or assignment without City's written consent shall be void and of no effect. No right under this Agreement or claim for money due or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Agreement or any part thereof and Contractor hereby agrees to indemnify and hold City harmless against any and all such claims. In the event Contractor obtains the prior written consent of City to assign monies due or to become due under this Agreement, Contractor shall provide City a copy of the instrument of assignment duly executed by Contractor, which shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work. Upon notice and request by the City, Contractor shall promptly remedy, to include termination of any subcontract as appropriate and necessary, any default or failure to perform in a satisfactory manner the work undertaken by any subcontractor. Contractor shall be fully responsible and accountable to the City for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by them, to the same extent that Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

12. BINDING EFFECT

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

13. RETENTION OF RECORDS

Contractor shall be required to retain any records necessary to document the

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

14. ENTIRE AGREEMENT

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

15. SEVERABILITY

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

16. WAIVER

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

17. ENFORCEMENT OF AGREEMENT

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

18. CONTRACTOR NOT AGENT

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

19. INDEPENDENT CONTRACTOR

- a. It is understood and agreed that Contractor (including Contractor's

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

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

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

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

20. Wages

Pursuant to Labor Code sections 1770 *et seq.*, each laborer or mechanic of Contractor or any subcontractor engaged in work on the project under this contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate

schedule published by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractor and such laborers and mechanics. A copy of the schedule of prevailing wage rates can be obtained online at www.dir.ca.gov or from the Department of Transportation and Public Works at 69 Stony Circle, Santa Rosa.

Any laborer or mechanic employed to perform work on the public works project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing wage rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by the worker.

The foregoing specified prevailing wage rates are minimum rates only, and Contractor may pay any wage rate in excess of the applicable rate.

Pursuant to Labor Code Section 1775, Contractor as a penalty to the owner shall forfeit not more than \$200.00 for each calendar day, or a portion thereof, for each worker paid less than the prevailing wage rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

Reporting of certified payroll are applicable to the DIR requirements. Contractor shall only provide prevailing wage reports upon written request from City.

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:

<u>City</u>	<u>Contractor</u>
Brandalyn Tramel Purchasing Agent 635 First Street, 2 nd Floor Santa Rosa, California 95404 Phone: (707) 543-3706 Fax: (707) 543-3723	Laguna de Santa Rosa Foundation 900 Sanford Road Santa Rosa, CA 95401 P (707) 527-9277

22. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the City that it is (a) a duly organized and validly existing non-profit, 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

Name of Firm: Laguna de Santa Rosa
Foundation

TYPE OF BUSINESS ENTITY (*check one*):

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

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.

Attachments:

Attachment One - Insurance Requirements
Exhibit A - Scope of Services
Exhibit B – Compensation/Rates

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.

B. Endorsements:

1. 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)

6/18/2019

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

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

PRODUCER Vantreo Insurance Brokerage 100 Stony Point Rd, Suite 160 Santa Rosa CA 95401	CONTACT NAME: Rebecca Burns PHONE (A/C, No, Ext): 707-546-2300 E-MAIL ADDRESS: certs@vantreo.com	FAX (A/C, No): 707-546-2915
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: QBE Insurance Corporation		
INSURER B: Republic Indemnity Co. Of America		22179
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 636398113

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	2018-24576	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	2018-24576	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2019-24576-UMB	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	18378108	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Colgan Creek - 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. Waiver of Subrogation applies, per form attached.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Rosa
69 Stony Circle
Santa Rosa CA 95401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Person or Organization	Job Description
California	City of Santa Rosa 69 Stony Circle Santa Rosa, CA 95401	Some invoicing and grant reports completed by the Director of Restoration and Conservation Science Programs.

The premium charge for this endorsement shall be \$100. This charge will be billed at the final audit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Republic Indemnity Company of California

Company Number	27561
Insured	Laguna Landscaping
Policy Number	183781-08
Endorsement Number	14
Endorsement Effective	December 31, 2018
Printed On	June 13, 2019

Countersigned by : _____



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

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

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that issues a permit or authorization to the named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- 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.

EXHIBIT A

SCOPE OF SERVICES FOR THE RESTORATION OF THE LOWER COLGAN CREEK PHASE 2 PROJECT

The goal of this project is to increase the habitat value for fish and other wildlife by restoring the riparian plant community, improving water quality and restoring the hydrological function of Colgan Creek. The APNs associated with this restoration site are:

- 043-135-002
- 043-200-005
- 043-200-007
- 043-200-009

1.0 Restoration Plan

1.1 The contractor will supply a design, implement installation and provide monitoring and maintenance for the restoration of the area. The restoration plan shall provide measures to ensure that the areas are revegetated with drought tolerant plant species native to the area (examples of appropriate plants are identified in Table 1). All activities related to the restoration plan will be completed no later than June 30, 2023.

1.2 The planting plan should be completed and submitted to the City of Santa Rosa no later than December 31, 2019. The plan should be installed during the first growing season and maintained for the duration of two years beyond the completion of the restoration project. The plan will need to be compliant with Russian River Friendly Landscape Guidelines.

2.0 Plant Collection and Custom Propagation

2.1 If the contractor needs to propagate additional plants, all plants and seeds must be native plants collected or grown from local populations following standard protocols to minimize impacts to the plant recruitment in the harvest areas. The planting can consist of seeds, rooted seedlings, cuttings, plugs or larger container grown plant material as needed for plant metric performance. The minimum diversity within the area shall be eight species, but may be more if adequate seed and plant propagules can be found. The collection of seeds should be completed no later than December 31, 2019. Propagation of additional plants should be completed no later than February 28, 2021.

2.2 All propagated plants in containers or flats shall be healthy and free of weeds and disease. Container grown plants shall be in a soil-less potting mix.

3.0 Restoration Installation and Maintenance

3.1 The contractor will ensure that installed plants maintain a success rate of 80% survival of native species. No soil shall be imported into the site. Fertilizer, if needed, shall be used at a minimum needed for the health of the plants. The maintenance shall include watering, weeding as necessary, as well as general maintenance of planting hardware including propex mats, tree tubes, and wooden stakes. There is no available water source onsite and any irrigation installed for the restoration shall be removed at the end of the restoration phase. Invasive plants in the restoration area shall be removed at least once per year until the end of the monitoring period.

4.0 Post-Restoration Maintenance and Monitoring

4.1 The expected performance metrics for restoration specifies a minimum of 80% survival rate that must be reached at the end of the two-year period for the mitigation to be considered successful. Eighty-percent survival ensures that no net loss of habitat function and value occur due to the mitigated project. Annual reports will include measures to be implemented to remediate the previous year's failures including replacement planting. These measures shall be implemented in accordance to the direction provided in the annual reports.

4.2 Revegetated areas shall be monitored annually for two years following construction. If 80% native plant survival is not achieved at the end of the monitoring period, the City may demand the contractor replant/reseed and maintain until the required goal is met at no additional cost to the City.

5.0 Community Stewardship and Education

5.1 The contractor will conduct a volunteer community planting event in the fall. This event will occur after the major construction is completed and will only occur in the upper riparian zones. The planting event will not be expected to complete all the plantings. The remainder of the plantings will be completed by the contractor's restoration practitioners.

5.2 The contractor will conduct a volunteer community planting event in the spring. This event will occur after the threats of high flow in the channel and will only occur primarily in the lower riparian zones. The planting event will not be expected to complete all the plantings. The remainder of the plantings will be completed by the contractor's restoration practitioners.

5.3 The contractor will conduct two volunteer restoration maintenance events where the community will be invited to meet their neighbors, help pick up trash, pull weeds and water plants if needed. These volunteer events are only supplemental to the

regular monitoring and maintenance that the contractor's restoration practitioners will do throughout the maintenance period.

Table 1. List of acceptable plants for the restoration project.

Common Name	Scientific Name	Qty	Size
Rush	<i>Juncus bolanderi</i>	100	Stubby cell
Pacific Rush	<i>Juncus effusus</i>	100	Deepot
Grey Rush	<i>Juncus patens</i>	225	Deepot
Deer sedge	<i>Carex praegracilis</i>	75	Square vaccum/Deepot
Santa Barbara Sedge	<i>Carex barbarae</i>	200	Square vaccume/Deepot
Mugwort	<i>Artemesia douglasiana</i>	100	Deepot
California blackberry	<i>Rubus ursinus</i>	80	Square vaccum/Deepot
Milkweed	<i>Asclepias californica</i>	60	Deepot
Coyote Bush	<i>Baccharis pilularis</i>	120	Deepot
California Rose	<i>Rosa californica</i>	140	Square vaccum/Deepot
American Dogwood	<i>Cornus sericea ssp sericea</i>	50	Deepot
Coffeeberry	<i>Rhamnus californica</i>	40	Deepot
Red Willow	<i>Salix laevigata</i>	100	Deepot
Pacific Willow	<i>Salix lasiandra</i>	100	Deepot
California Box Elder	<i>Acer negundo</i>	40	Deepot
Oregon Ash	<i>Fraxinus latifolia</i>	40	Deepot
Mexican Elderberry	<i>Sambucus mexicana</i>	50	Deepot
Black Oak	<i>Quercus kelloggii</i>	40	Deepot
Coast Live Oak	<i>Quercus agrifolia</i>	40	Deepot
California Buckeye	<i>Aesculus californica</i>	25	Deepot
Valley Oak	<i>Quercus lobata</i>	60	Deepot

Table 2. Post-restoration maintenance and monitoring timeline:

Year One	
Weekly	
Watering plants	Year 1: once per week April-Oct.(to be started 1 week after the last rain)
Weeding/pruning/mulching/fertilizing	Year 1: once per week April-Oct.(to be started 1 week after the last rain)
Bi-Annual	
Monitor survival rate of native species	2 events annually: evaluation of plant health in spring; new plants to be installed in fall, as needed.
Monitor relative cover of native and non-native plants.	2 events annually: evaluation of plant health in spring; new plants to be installed in fall, as needed.
Annually	
Weed whacking/mowing	3 days twice per year/ once in late Spring; once in late summer
Year Two	
Every Two Weeks	
Watering plants	Year 2: once every two weeks April-Oct.(to be started 1 week after the last rain)
Weeding/pruning/mulching/fertilizing	Year 2: once every two weeks April-Oct.(to be started 1 week after the last rain)
Bi-Annual	
Monitor survival rate of native species	2 events annually: evaluation of plant health in spring; new plants to be installed in fall, as needed.
Monitor relative cover of native and non-native plants.	2 events annually: evaluation of plant health in spring; new plants to be installed in fall, as needed.
Annually	
Weed whacking/mowing	3 days twice per year/ once in late Spring; once in late summer

Exhibit B

Colgan Creek Phase II Restoration Project - budget update 2019

Year one: Design & Installation Total Costs **\$87,040**

LABOR				
Description	Quantity	Units	Cost/Unit	Total Cost
Planning, Site Prep & Installation				
Director	4	Hours	\$110	\$440
Project Manager	72	Hours	\$80	\$5,760
Project Field Supervisor	16	Hours	\$70	\$1,120
Project Field Supervisor - Prev. Wage	104	Hours	\$85	\$8,840
Field Tech - Prev. Wage	272	Hours	\$85	\$23,120
				\$39,280
Site Maintenance				
Project Manager	44	Hours	\$80	\$3,520
Project Field Supervisor	192	Hours	\$85	\$16,320
Field Tech - Prev. Wage	312	Hours	\$85	\$26,520
				\$46,360

MATERIALS				
Description	Quantity	Units	Cost/Unit	Total Cost
Vehicle Usage	40.00	Days	\$25	\$1,000
String Trimmer	2	Weeks	\$50	\$100
fertilizer, Straw			\$150	\$300
				\$1,400

Year Two: Maintenance and Monitoring Total Costs **\$35,320**

LABOR				
Description	Quantity	Units	Cost/Unit	Total Cost
Project Manager	44	Hours	\$80	\$3,520
Project Field Supervisor	192	Hours	\$70	\$13,440
Field Tech -Prev. wage	312	Hours	\$55	\$17,160
				\$34,120

MATERIALS				
Description	Quantity	Units	Cost/Unit	Total Cost
String Trimmer	10	Days	\$50	\$500
Vehicle Usage	28	Days	\$25	\$700
				\$1,200

Year Three: Maintenance and Monitoring Total Costs **\$31,390**

LABOR				
Description	Quantity	Units	Cost/Unit	Total Cost
Project Manager	52	Hours	\$80	\$4,160
Project Field Supervisor	136	Hours	\$70	\$9,520
Field Tech	312	Hours	\$55	\$17,160
				\$30,840

MATERIALS				
Description	Quantity	Units	Cost/Unit	Total Cost
Vehicle Usage	22	Days	\$25	\$550
				\$550

10 % Contingency 15,375

Total
Maintenance/Monitoring
Costs **\$169,125**

Total Planting Cost **\$18,317**

Total Project Cost **\$187,442.00**

Exhibit B

Common Name	Scientific Name	Qty	Size	Plant Cost	Total
Rush	<i>Juncus bolanderi</i>	100	Stubby cell	\$4	\$400.00
Pacific Rush	<i>Juncus effusus</i>	100	Deepot	\$8	\$800.00
Grey Rush	<i>Juncus patens</i>	225	Deepot	\$8	\$1,800.00
Deer sedge	<i>Carex praegracilis</i>	75	Square vaccum/Deepot	\$8	\$600.00
Santa Barbara Sedge	<i>Carex barbarae</i>	200	Square vaccume/Deepot	\$8	\$1,600.00
Mugwort	<i>Artemesia douglasiana</i>	100	Deepot	\$8	\$750.00
California blackberry	<i>Rubus ursinus</i>	80	Square vaccum/Deepot	\$8	\$600.00
Milkweed	<i>Asclepias californica</i>	60	Deepot	\$8	\$480.00
Coyote Bush	<i>Baccharis pilularis</i>	120	Deepot	\$8	\$900.00
California Rose	<i>Rosa californica</i>	140	Square vaccum/Deepot	\$8	\$1,050.00
American Dogwood	<i>Cornus sericea ssp sericea</i>	50	Deepot	\$8	\$375.00
Coffeeberry	<i>Rhamnus californica</i>	40	Deepot	\$8	\$300.00
Red Willow	<i>Salix laevigata</i>	100	Deepot	\$8	\$800.00
Pacific Willow	<i>Salix lasiandra</i>	100	Deepot	\$8	\$800.00
California Box Elder	<i>Acer negundo</i>	40	Deepot	\$15	\$600.00
Oregon Ash	<i>Fraxinus latifolia</i>	40	Deepot	\$15	\$600.00
Mexican Elderberry	<i>Sambucus mexicana</i>	50	Deepot	\$8	\$400.00
Black Oak	<i>Quercus keloggii</i>	40	Deepot	\$15	\$600.00
Coast Live Oak	<i>Quercus agrifolia</i>	40	Deepot	\$15	\$600.00
California Buckeye	<i>Aesculus californica</i>	25	Deepot	\$15	\$375.00
Valley Oak	<i>Quercus lobata</i>	60	Deepot	\$15	\$900.00

\$15,330

Tax 8.625%	\$1,322
Survival Guarantee 10%	\$1,665
Plant Total	\$18,317

25% Deposit	\$4,579
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We will grow these plant to be planted in the fall of 2020 if we have to hold them beyond March of 2021 we will charge an 8% penalty every month there after	\$1,526
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