

AGREEMENT NO. 7676-2018- CSA6 Levee Seeding
(Short-Form Agreement)

THIS AGREEMENT is made this 15 day of December, 2017, by and between the County of Yolo ("COUNTY"), and Triangle Properties ("CONTRACTOR"), who agree as follows:

TERMS

1. CONTRACTOR shall perform the following personal services: CSA-6 levee slope seeding services described in Exhibit B: Scope of Work
2. CONTRACTOR shall perform said services between December 18, 2017, and December 17, 2018.
3. The complete contract shall include the following Exhibits attached hereto and incorporated herein: Exhibit A: Insurance Requirements, Exhibit B: Scope of Work.
4. Subject to CONTRACTOR'S satisfactory and complete performance of all the terms and conditions of this Agreement, and upon CONTRACTOR'S submission of an appropriate claim, COUNTY shall pay CONTRACTOR no more than a total amount of \$14,000, as identified in Exhibit B: Scope of Work.
5. CONTRACTOR, at his sole cost and expense, shall obtain and maintain throughout the entire term of this Contract, the insurance set forth in Exhibit A attached hereto.
6. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the CONTRACTOR, its officers, agents, or employees. CONTRACTOR/SUBCONTRACTOR responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.
7. Any SUBCONTRACTOR agrees to be bound to CONTRACTOR and COUNTY in the same manner and to the same extent as CONTRACTOR is bound to COUNTY under the Contract Documents. SUBCONTRACTOR further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any SUB-SUBCONTRACTOR to the extent they apply to the scope of the SUB-SUBCONTRACTOR'S work. A copy of the COUNTY'S Contract Document Indemnity and Insurance provisions will be furnished to the SUBCONTRACTOR upon request.
8. CONTRACTOR shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. CONTRACTOR shall defend COUNTY and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that CONTRACTOR has violated any applicable law or regulation.
9. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which even the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services under this Agreement.

10. If CONTRACTOR fails to perform any part of this Agreement, the COUNTY may notify the CONTRACTOR of the default and CONTRACTOR shall remedy the default. If CONTRACTOR fails to do so, then, in addition to any other remedy that COUNTY may have, COUNTY may terminate this Agreement and withhold any or all payments otherwise owed to CONTRACTOR pursuant to this Agreement.

11. Attached are licenses &/or certificates required by CONTRACTOR's profession (Indicating type; No.; State; & Expiration date), and CONTRACTOR certifies that he/she/it shall maintain them throughout this Agreement, and that CONTRACTOR's performance will meet the standards of licensure/certification.

12. CONTRACTOR understands that he/she is not an employee of the COUNTY and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

13. CONTRACTOR will hold in confidence all information disclosed to or obtained by CONTRACTOR which relates to activities under this Agreement and/or to the COUNTY's plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the COUNTY. CONTRACTOR shall deliver all of the foregoing to the COUNTY upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, CONTRACTOR shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to COUNTY for audit and discovery purposes.

14. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

15. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

CONTRACTOR:

Barry Babar, Triangle Properties
Contractor Signature
Barry Babar, Habitat Resource Manager
Printed Name

P.O. Box 15002
Street Address/PO Box
Sacramento, CA 95851
City/State/Zip
(916) 480-5505
Phone

COUNTY:

Patrick Blacklock
Patrick Blacklock, Department Head

Ryan Pistoichini
Ryan Pistoichini, Purchasing Agent

CERTIFICATION: I hereby certify under the penalty of perjury that all statements made in or incorporated into this Agreement are true and complete to the best of my knowledge. I understand and agree that the COUNTY may, in its sole discretion, terminate this Agreement if any such statements are false, incomplete, or incorrect.



Contractor Signature

EXHIBIT A

SERVICE CONTRACT INSURANCE REQUIREMENTS

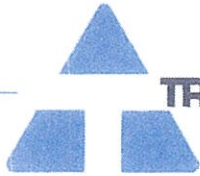
- A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
 2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.)
 3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
 4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage

limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager.
 6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
 7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
 8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
 10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the Director with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

Exhibit B

Corporate Office
3500 American River Drive
Sacramento, CA 95864-5805
P.O. Box 15002
Sacramento, CA 95851-1002
(916) 484-3011 • FAX (916) 484-7012



TRIANGLE PROPERTIES, INC.

2017/18 SCOPE OF WORK AND COST ESTIMATE:

Yolo County – Knight's Landing Levee Slope Seeding

This scope of work and cost estimate includes the various revegetation efforts associated with the revegetation of approximately 3,800 linear feet of levee slope (~ 3.5 acres) along the exterior (landside) of the Sacramento River. All items included in this scope represent the various site preparation (track-walking) and seeding (broadcast) activities that would be performed between December 2017 and January 2018. Minor grading, repairs of small erosional features, and filling of ground squirrel holes will be performed during track-walking activities. Proposed seed mix includes an annual grassland mix consisting of soft-chess brome, six-week fescue, rye grass, and rose clover at a seeding rate of 48lbs/acre. A granular fertilizer will be applied at 150 lbs/acre. No supplemental irrigation or weed management efforts are proposed. Prevailing wage is included in the costs – “Operating Engineer for Landscape Construction (Group II)” for all site prep work and “Laborer (Group 3)” for all broadcast seeding work.

Assumptions

- Work shall be performed pending completion of contract agreements and weather conditions.
- Prevailing wage rates shall apply.
- This scope does not include any engineering or grading permits, nor stormwater runoff plans. Any additional permit requirements shall be provided by Yolo County, and all additional work shall be provided in an amended contract.
- Yolo County will be responsible for communication to existing/adjacent property owners and farmers.
- No major reshaping or re-sloping of levee will be performed. Slopes will remain steep in areas where the existing farm road cuts into the toe of slope. No extending of slopes into the existing farm road is proposed.
- A small excavator and dozer will be used to conduct the majority of the site prep work. Access for equipment will utilize both the upper and lower road along the top of levee and toe of slope. Equipment will be left on-site for up to 5 days to complete the necessary work. Triangle Properties will work with the farmer should he/she prefer to a specific schedule, pending weather conditions allow.
- This scope does not provide corrective measures for any further erosion control or squirrel hole maintenance.
- This scope does not provide any guarantees to the level of success for vegetation cover or establishment. Existing soil conditions and weather patterns will dictate overall success of revegetation efforts.

Item 1 **Site Prep** **\$8,600.00**

(1) Remove branches along slopes that will be revegetated; and (2) Track walk slope and perform minor regrading where necessary to fix erosion and ground squirrel holes.

Item 2 **Seeding** **\$5,300.00**

(1) Broadcast seed (@ 48 lbs/acre) and apply granular fertilizer (@ 150 lbs/acre) to track-walked slopes; (2) Lightly harrow seeds into soil.

TOTALS **\$13,900.00**

Yolo County

Levee Slope Seeding, Knights Landing Area

Legend



Levee Seeding Area

