

RESOLUTION NO. 2016-91

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT
PARK APPROVING A CONSULTANT SERVICES AGREEMENT WITH
CONSERVATION CORPS NORTH BAY FOR HABITAT MITIGATION
PLAN IMPROVEMENTS AND AUTHORIZING RELATED ACTIONS**

WHEREAS, the City's East Side Trunk Sewer Phase 3/Snyder Lane Widening Project (Project) is a capital improvement project included in the City's General Plan that provides for the sewer and transportation capacity necessary to serve new development in Rohnert Park;

WHEREAS, the adopted, required mitigation measures for the Project include the implementation of a Habitat Mitigation Plan (Plan) to compensate for areas of Copeland Creek impacted by the project;

WHEREAS, the Copeland Creek Drainage Fund is a special revenue fund of the City with the specific purpose of mitigating impacts to Copeland Creek caused by new development;

WHEREAS, the specialized nature of the Plan requires the City to contract for the services needed to implement portions of the Plan;

WHEREAS, the City of Rohnert Park Municipal Code Title 3 Chapter 3.04 provides that the City's purchasing functions, including contracting for services, shall be governed by the City's Purchasing Policy; and

WHEREAS, Section 3.6D of the City's Purchasing Policy allows that contracts for consultant services may be awarded through competitive or negotiated processes;

WHEREAS, City staff issued a Request for Proposals in August 2015, which resulted in three proposals, which were evaluated and rejected by City staff because they were nonresponsive to the City's budget needs;

WHEREAS, City staff then contacted the Conservation Corps North Bay to invite a proposal for the revegetation work included in the Plan;

WHEREAS, Conservation Corps North Bay is a non-profit organization with significant experience in creek restoration and maintenance in Sonoma County, is qualified to perform the work and possesses the technical expertise and manpower to provide the revegetation in accordance with the Habitat Mitigation Plan;

WHEREAS, Conservation Corps North Bay submitted a proposal for performing the Habitat Mitigation Plan revegetation work which was responsive to the City's needs including budget needs.

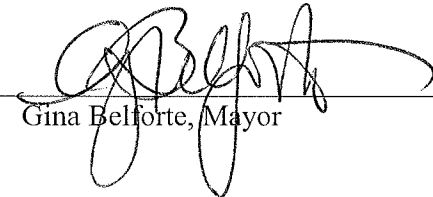
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve a Consultant Services Agreement with Conservation Corps North Bay for Habitat Mitigation Plan Improvements in substantially similar form to Exhibit A which is attached hereto and incorporated by reference (the "Agreement"), in an amount not to exceed thirty thousand dollars (\$30,000).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute documents pertaining to the same for and on behalf of the City of Rohnert Park, including the Agreement, subject to minor changes approved by the City Attorney.

BE IT FURTHER RESOLVED that the Finance Director is authorized to make funding appropriations from the Copeland Creek Drainage Fund (Fund 195) and increase budgeted expenses in the Project, as necessary, to cover the costs of this Consultant Services Agreement.

DULY AND REGULARLY ADOPTED this 13th day of September, 2016.

CITY OF ROHNERT PARK


Gina Belforte, Mayor

ATTEST:


City Clerk, Deputy

Attachment: Exhibit A

AHANOTU: Aye CALLINAN: Absent STAFFORD: Aye MACKENZIE: Aye BELFORTE: Aye
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)



CONSULTANT SERVICES AGREEMENT FOR HABITAT MITIGATION PLAN IMPROVEMENTS

THIS CONSULTANT SERVICES AGREEMENT FOR HABITAT MITIGATION PLAN IMPROVEMENTS ("Agreement") is entered into as of the ____ day of September, 2016, by and between the CITY OF ROHNERT PARK ("City"), a California municipal corporation, and, Conservation Corp North Bay, a non-profit organization ("Consultant").

Recitals

WHEREAS, as part of the City's ongoing sewer maintenance and improvement efforts related to the Eastside Trunk Sewer and Snyder Lane Widening projects, some habitat in Copeland Creek corridor will be impacted; and

WHEREAS, a Habitat Mitigation Plan has been prepared to compensate for the impact on Copeland Creek. The proposed mitigation plan identifies mitigation measures that should be taken to offset these impacts; and

WHEREAS, City desires to retain a services of a professional organization to do the mitigation work; and

WHEREAS, Consultant has extensive experience doing creek maintenance, restoration and mitigation work; and

WHEREAS, Consultant hereby warrants to the City that Consultant is skilled and able to provide such services described in the Scope of Services of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Scope of Services of this Agreement.

Agreement

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.
2. Project Coordination.

A. City. The City Manager or his/her designee shall represent City for all purposes

under this Agreement. Artur De Rosa is hereby designated as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement for City.

- B. Consultant. The Consultant shall have overall responsibility for the progress and execution of this Agreement. James Chayka is hereby designated as the primary point of contact for Consultant who shall supervise the progress and execution for this Agreement for Consultant.

3. Scope and Performance of Services

- A. Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Consultant shall perform the services set out in the "Scope of Services" attached hereto as Exhibit A and incorporated herein by reference.
- B. Time of Performance. The services of Consultant are to commence upon receipt of a written notice to proceed from City, but in no event prior to receiving a fully executed agreement from City and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to City. Consultant shall perform its services in accordance with the schedule attached hereto as Exhibit A, and incorporated herein by reference. Any changes to these dates in either this Section 3 or Exhibit A must be approved in writing by the Project Manager.
- C. Standard of Quality. City relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All services performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compensation and Method of Payment

- A. Compensation. The compensation to be paid to Consultant, including both payment for needs assessment and treatment services, shall be at the compensation rate attached hereto as Exhibit A, and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment.

Timing of Payment. Consultant shall submit a statement at the completion of the needs assessment. City shall make payment at completion of work, after approval of the invoice by the Project Manager. Payments for on-going services will be made monthly or upon receipt and approval of invoice. Invoices shall reflect hourly rates of services.

- B. Changes in Compensation. Consultant will not undertake any work that will incur

costs in excess of the amount set forth in Paragraph 4(A) without prior written amendment to this Agreement.

- C. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.
- D. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.
- E. Litigation Support. Consultant agrees to testify at City's request if litigation is brought against City in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, City will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by City and not part of the litigation brought by City against Consultant.
5. Amendment to Scope of Services. City shall have the right to amend the Scope of Services within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Services without prior written authorization from the City. Failure of the Consultant to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate City authorization.
6. Term. This Agreement shall commence upon its execution by both parties and shall continue in full force until March 31, 2017 or otherwise terminated or amended as provided herein.
7. Inspection. Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

8. Ownership of Documents. Title to all assessment plans, estimates, reports, drawings, descriptions and other final work products compiled by the Consultant under the Agreement shall be vested in City, none of which shall be used in any manner whatsoever, by the Consultant without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to City without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement, unless required by law.
9. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City.
10. Conflict of Interest.
 - A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of City, hinder Consultant's performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement.
 - B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:
 - 1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal contract monitoring; and
 - 2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

11. Liability of Members and Employees of City. No member of the City and no other officer, elected official, employee or agent of the City shall be personally liable to Consultant or otherwise in the event of any default or breach of the City, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.
12. Indemnity. To the fullest extent permitted by law, Consultant hereby agrees to defend (by counsel reasonably satisfactory to the City), indemnify, and hold harmless the City, its officers, elected officials, employees, agents, and volunteers from and against any and all claims, demands, damages, costs, liabilities, or obligations brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement excepting liabilities due to the sole negligence or willful misconduct of City. The City has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement. This indemnification shall be regardless of and not in any way limited by the insurance requirements of this contract. This indemnification is for the full period of time allowed by law and shall survive the termination of this agreement.
13. Consultant Not an Agent of City. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision.
14. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of City; and as an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
15. Compliance with Laws.
 - A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Except as otherwise allowed by City in its sole discretion, Consultant and all sub consultants shall have acquired, at their expense, a business

license from City in accordance with Chapter 5.04 of the Rohnert Park Municipal Code prior to City's issuance of an authorization to proceed with the Services. Such license(s) must be kept valid throughout the term of this Agreement. The City is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

- B. **Workers' Compensation.** Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.
 - C. **Injury and Illness Prevention Program.** Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.
 - D. **City Not Responsible.** City is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this section and Agreement.
 - E. **Waiver of Subrogation.** Consultant and Consultant's insurance company agree to waive all rights of subrogation against City, its officers, elected officials, employees, agents and volunteers for losses paid under Consultant's workers' compensation insurance policy which arise from the work performed by Consultant for the City.
16. **Confidential Information.** All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by the City, or as required by law.
17. **Assignment; Subcontractors; Employees**
- A. **Assignment.** Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without the City's prior written consent. Any assignment without such approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.
 - B. **Subcontractors; Employees.** Consultant shall be responsible for employing or engaging persons necessary to perform the services of Consultant hereunder. No subcontractor of Consultant shall be recognized by the City as such; rather, subcontractors are deemed to be employees of the Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control.

If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

18. Insurance. Without limiting Consultant's indemnification provided herein, Consultant shall comply with the requirements set forth in Exhibit B to this Agreement.
19. Termination of Agreement; Default.
 - A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City upon ten (10) calendar days written notice to Consultant.
 - B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the City shall deduct from such amount the amount of damages, if any, sustained by City by virtue of the breach of the Agreement by Consultant.
 - C. In the event this Agreement is terminated by City without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.
 - D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the City. Consultant, however, shall not be liable for the City's use of incomplete materials nor for the City's use of complete documents if used for other than the project contemplated by this Agreement.
20. Suspension. The City shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension.

21. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between the City and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both the City and Consultant. All provisions of this Agreement are expressly made conditions.
22. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.
23. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.
24. Time of the Essence. Time is of the essence of this Agreement.
25. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to City:

Art da Rosa
Project Manager
City of Rohnert Park - City Hall
130 Avram Avenue
Rohnert Park, CA 94928
Phone: 707-588-2212

If to Consultant:

James Chayka
Project Manager
Conservation Corps North Bay
27 Larkspur Street
San Rafael, CA 94901
Phone: 415-454-4554

26. Consultant's Books and Records.

- A. Consultant shall maintain any and all records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City and all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, or a designated representative. Copies of such documents shall be provided to the City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- C. The City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in the City Manager's office.

27. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

28. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, gender identification, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, gender identification, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

29. City Not Obligated to Third Parties. The City shall not be obligated or liable for payment hereunder to any party other than the Consultant.

30. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

31. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.
32. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:
- Exhibit A: Scope of Services and Compensation
Exhibit B: Insurance Requirements
Exhibit C: Habitat Mitigation Plan
33. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
34. News Releases/Interviews. All Consultant and sub-consultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by the City.
35. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Sonoma, California
36. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.
37. STATEMENT OF ECONOMIC INTEREST. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100), Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Clerk of the City of Rohnert Park disclosing Consultant and/or such other person's financial interests.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CITY OF ROHNERT PARK

CONSERVATION CORPS NORTH BAY

By: _____

City Manager

Date: _____

Per Resolution 2016-_____

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

City Clerk

EXHIBIT A

Scope of Services and Compensation

PROPOSAL

7/21/2016

CONSERVATION CORPS NORTH BAY

CONTRACTORS LIC. #690064
27 Larkspur Street, San Rafael, CA 94901

and

City of Rohnert Park

Scope of Work

Conservation Corps North Bay will supply to **City of Rohnert Park** a supervised crew of Corpsmembers to assist with habitat restoration and re-vegetation services on Copeland Creek (per the May 2015 Habitat Mitigation Plan- Snyder Lane Widening Project Phase 1):

- CCNB crews will install 18 trees, 944 shrubs, and 234 grasses per the planting palette listed in the "Habitat Mitigation Plan" by GHD Environmental Consultants (Table 3). All plants will be installed in the zone designations prescribed in Table 3, and the site plan detailed in Table 1. CCNB will source and purchase native plant stock for this project from Sonoma County nurseries.

Labor (6 days @ \$2,938.00 per day)	\$17,628.00
Materials (plants, stakes, mulch)	<u>\$12,372.00</u>

*Subtotal:	\$30,000.00
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**note: CCNB is still waiting for final price quotes from North Bay Natives and Buckeye Nursery, final material charges may vary.*

Fiscal Display

Charges are based on a labor rate and materials and equipment expenses as follows and as required: Dump truck, \$300; Bobcat, \$200; Extra vehicle, \$150 per day; Chipper, \$350. Disposal costs and materials are billed at cost plus 10% handling. The hourly labor rate is \$30.75 per Corpsmember hour and \$59.75 per Supervisor hour. A typical crew of **10 Corpsmembers and 1 Supervisor is \$2,938.00 per day** plus expenses. Billing includes travel time to and from the CCNB Center.

Labor and services will be provided until total costs equal **contract total** or the scope of the work is completed, whichever comes first. Actual daily costs may vary due to attendance. This proposal is valid for two months.

EXHIBIT B

INSURANCE REQUIREMENTS for Consultant Services Agreement

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 0001 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 (Two Million Dollars) per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 (One Million Dollars) per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, sub consultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$2,000,000 (Two Million Dollars) per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant.

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officers, elected officials, employees, agents, and volunteers using standard ISO endorsement No. CG 20 10 or an approved equivalent. If completed operations coverage is excluded, the policy must be endorsed to include such coverage. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. The worker's compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, elected officials, employees, agents, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.
4. All insurance coverage and limits 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 or any other agreement relating to the City or its operations limits the application of such insurance coverage.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
7. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
8. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

9. Certificate(s) are to reflect that the insurer will provide 30 days' notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
10. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.
11. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
12. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
15. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
17. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A

coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

18. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its officers, elected officials, employees, agents, and volunteers.
19. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
20. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
21. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
22. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
23. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____, and a duly authorized representative of the firm of _____, whose address is _____, and that neither I nor the above firm I here represent has:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit to secure this Agreement.
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

Except as here expressly stated (if any);

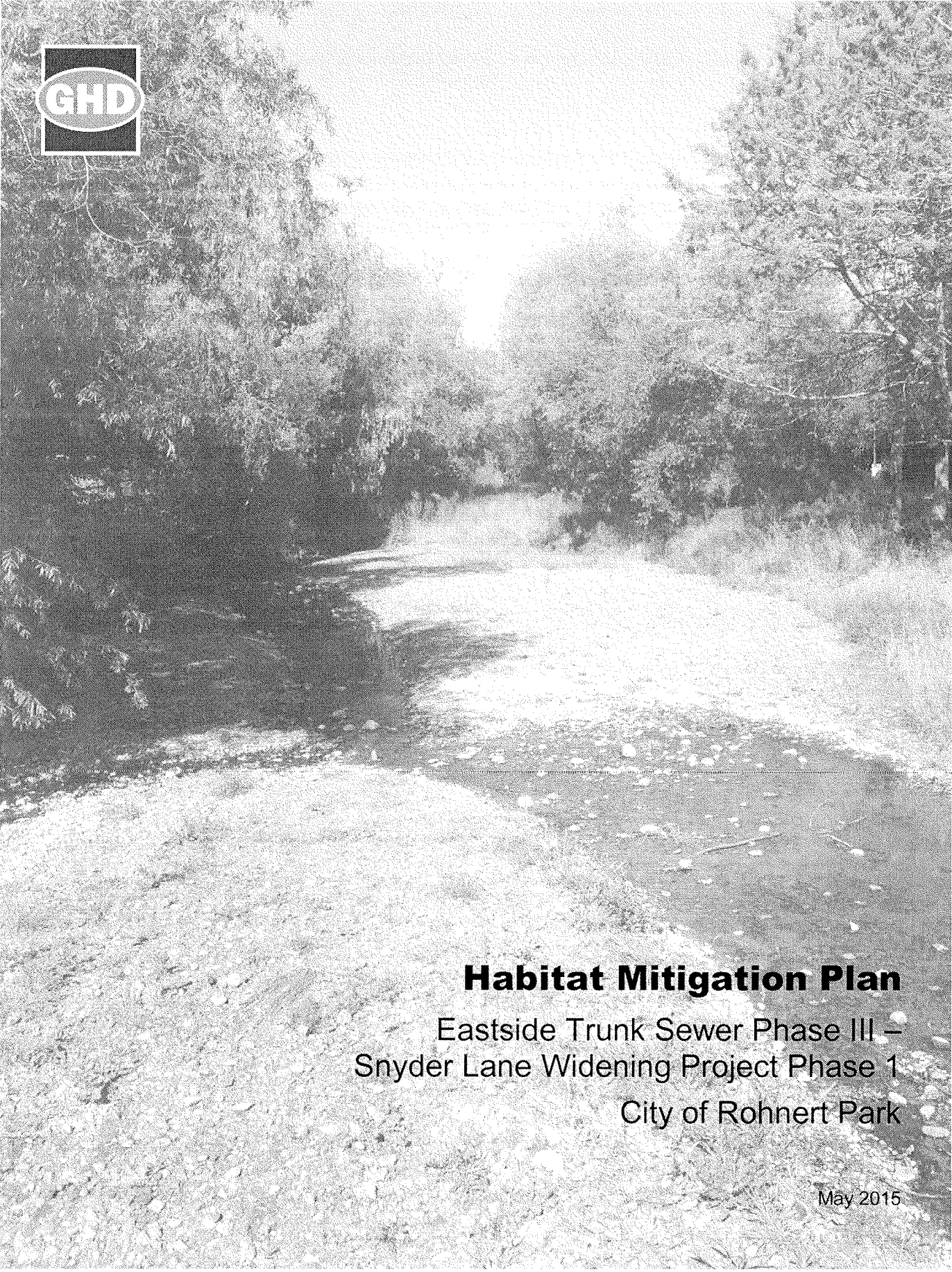
I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

EXHIBIT C

Habitat Mitigation Plan

The background of the entire page is a black and white photograph of a stream. The stream flows from the background towards the foreground, where it appears to be a small pool or a slow-moving section. The banks are covered with dense vegetation, including trees and shrubs, which frame the water. The lighting suggests a bright day, with some areas of the water and foliage appearing overexposed.

Habitat Mitigation Plan

Eastside Trunk Sewer Phase III –
Snyder Lane Widening Project Phase 1
City of Rohnert Park

May 2015

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1. Introduction

1.1 Project Background

The City of Rohnert Park owns and operates wastewater collection and conveyance facilities that serve the City and Sonoma State University. The primary purpose of the Eastside Truck Sewer (ESTS) project is to increase reliability and capacity of this critical conveyance system from existing and future collection points east of U.S. Highway 101 to the terminal lift station. The additional capacity of a new trunk sewer would provide for surcharge relief resulting in increased reliability, as well as providing for planned development envisioned on the east side of the City within the approved Urban Growth Boundary.

The City's ESTS project consists of a 3.5-mile long pipeline of varying diameters (18-, 24-, 27-, 42-, and 48 inches) beginning at the intersection of East Cotati Avenue and Snyder Lane. The first two of the project's three sewer phases were completed in 2014 and are in service from Southwest Boulevard and Snyder Lane west to the Rohnert Park Sewage Lift Station in the western portion of the City on J. Rogers Lane. (From there, the sewage is conveyed to the City of Santa Rosa's Laguna Treatment Plant.) The third phase of the project consists of the project sewer segment in Snyder Lane from Southwest Boulevard north to Rohnert Park Expressway, as well as the widening of Snyder Lane to implement a portion of the Phase 1 Snyder Lane Roadway Widening project identified in the City's Capital Improvement Plan (CIP). The Phase 1 Snyder Lane Roadway Widening project implements the General Plan classification of Snyder Lane as a four-lane Major Arterial Roadway.

1.2 Project Description

For the purpose of this habitat mitigation plan, the Project area is defined as that portion of the Project traversing the Copeland Creek corridor. Snyder Lane within this area is currently two travel lanes and a striped median with intermittent bollards in the approaches to the creek crossing. The creek crossing, or bridge, is comprised of three box culverts set side-by-side in the creek channel, with the roadway paved over top of them (see Photos 1 and 2). The Project improvements at this location would consist of the following components:

- Widening and reconstructing Snyder Lane;
- Extending the existing box culverts in the creek channel (to accommodate the roadway widening);
- Installing the Eastside Trunk Sewer segment; and,
- Relocating a PG&E high pressure gas main and electric line.

Each of these components is described below.

It should be noted that this reach of Copeland Creek is part of an integrated stormwater management system for the cities of Rohnert Park and Cotati and specifically the Snyder Road crossing, is maintained by the Sonoma County Water Agency (SCWA) as a sediment catchment facility. SCWA has a standing agreement with the jurisdictional agencies to remove accreted sediment from the Copeland Creek channel as an annual maintenance activity. This maintenance clearing – already subject to mitigation by the resource agencies – occurs within the “dry season” of June 15 through October 15.

Photos 1 through 4 below show the current site conditions within Copeland Creek at the Snyder Lane crossing.

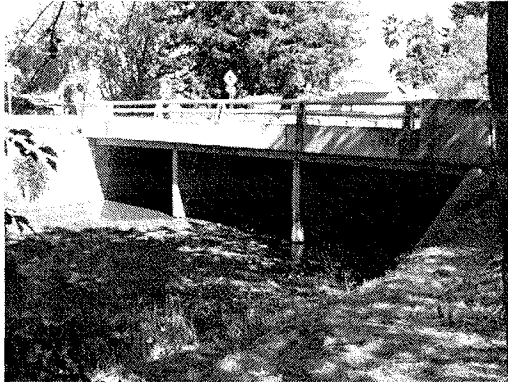


Photo 1: East side of the Snyder Lane box culverts.

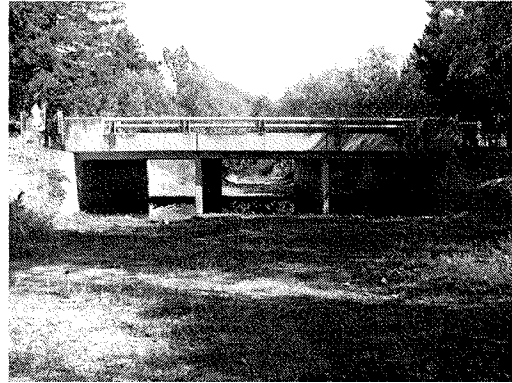


Photo 2: East side of the Snyder Lane box culverts.



Photo 3: West side of the Snyder Lane box culverts.



Photo 4: West side of the Snyder Lane box culverts.

1.2.1 Widening and Reconstruction of Snyder Lane

The Project includes widening Snyder Lane between East Cotati Avenue and Parkway Drive. As mentioned above, the roadway in this area is currently composed of two travel lanes and a striped median with intermittent bollards. The proposed roadway widening would widen the pavement to the east to accommodate four 11-foot travel-lanes (two in each direction), a 16-foot raised landscaped median, 5-foot bike paths on both sides of the roadway, and a 6- to 9-foot sidewalk, curb and gutter over Copeland Creek. Structural soil will be placed in the planter areas and medians.

1.2.2 Culvert Extension

The widening of Snyder Lane would require the extension of the existing box culverts located within Copeland Creek supporting the roadway overcrossing. The box culverts would be widened by approximately 32 feet to the east (i.e., upstream). This would involve the extension of three 9 x 15-foot box culverts set side-by-side within the creek in the same configuration as the existing culverts. The bottom of these structures would be set into the creek bed approximately 1 to 4 feet to allow for sediment to create a natural creek bed in the culverts. In addition, 10-foot wingwalls would be added on the north and south sides angling into the creek banks.

On the west side (i.e., downstream) of the Snyder Lane box culverts, the existing abutment and railing would be replaced, extending the box culvert by approximately 2 feet. The bottom of these

structures would be set into the creek bed by 1 foot and 10-foot wingwalls would be added on the north and south sides to match the east side of the structure.

The construction activities during this process would include the following:

- Rough grade the channel and excavate for installation of the additional box culverts, abutments, and wingwalls;
- Construct new box culverts and easterly and westerly headwalls and wingwalls; and
- Where possible, the site would be restored to pre-existing conditions, in accordance with this habitat mitigation plan.

1.2.3 Pipeline Installation

The Project includes the installation of a 24-inch diameter gravity trunk sewer pipe under Snyder Lane extending south from Rohnert Park Expressway to Southwest Boulevard. An open trench method of construction would be used to install the sewer main under Copeland Creek. The 24-inch PVC pipe would be inside 75 feet of 36-inch steel casing. The pipe would be below the floor of the extended culvert.

1.2.4 Utility Relocation

An existing 8-inch high pressure gas main located along the east side of the Snyder Lane crossing would be relocated approximately 5 feet to the west to avoid conflict with the abutment of the box culvert extension. The existing segment, approximately 50 feet long, would be temporarily decommissioned before extraction. The new gas main segment would then be installed beneath the creek bed using an open trench method of construction. The new gas main segment would be approximately 87 feet in length within a 12-inch casing. Additionally, the electrical line would also be encased under the creek. As with the new sanitary sewer line, these facilities would also both be below the floor of the extended culvert.

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2. Proposed Mitigation Plan

2.1 Goals of Mitigation

The goal of this mitigation plan is to provide both a native herbaceous cover along with a combination of riparian trees, shrubs, and native tall herbaceous perennial plants to compensate for the impacted areas of Copeland Creek attributable to the Eastside Trunk Sewer and Snyder Lane Widening projects.

Areas disturbed by construction will be seeded with a seed mix of native perennial grasses. The seed mixture is described in the implementation section.

2.2 Time Schedule for Implementation of the Project

The construction of the Project is expected to occur between June 2015 and October 2016. All in-water work will occur during the dry season of June 15 to October 15. The disturbance area caused by the construction of the additional box culverts will occur in the creek bed, as well as construction worker activity. Equipment to be used would be an excavator. The equipment used within the entire Project time period would include an excavator, truck loader, bulldozer, grader, backhoe, wheel dozer, asphalt paver, and a roller.

The equipment will be parked or staged on a previously used construction staging area north of the creek on the west side of Snyder Lane. No staging areas will be placed in areas that may affect any riparian corridors or Waters of the US or wetlands. If staging areas are placed in non-paved areas, they will not be used for more than one construction season and associated impacts will, therefore, be temporary in nature.

2.3 Impacts to Creek Bed and Bank

Currently, there are three box culverts which form the Snyder Lane bridge over Copeland Creek. The box culverts will be extended to the east (i.e., upstream) to accommodate the road widening. The fill in the creek will include the bridge abutments, the wingwalls, and the box culvert sections to accommodate the widening of Snyder Lane. No new storm drainage culverts will be installed. The extended culverts – to be set side-by-side in the same configuration as the existing box culverts – will require approximately 144 cubic yards of Portland cement concrete and would be constructed off-site and then installed where the roadway would be widened. In addition, the bridge abutments would require 19 cubic yards of Portland cement concrete and the wingwalls would require 17 cubic yards of the same material. Both the abutments and wingwalls will also be constructed off-site. Please see Table 1 (Permanent Creek Disturbance Above and Below the Ordinary High Water Mark) below for a breakdown of the fill and disturbance that will occur above and below the ordinary high water mark (OHWM) in Copeland Creek.

Table 1 Permanent Fill Above and Below the Ordinary High Water Mark (OHWM)

Permanent Fill			
	Cubic Yards	Square Feet	Linear Feet
Above OHWM	214 yd ³	2,660 ft ²	23 ft
Below OHWM	93 yd ³	3,233 ft ²	52 ft
<i>Total</i>	<i>307 yd³</i>	<i>5,893 ft²</i>	<i>52 ft</i>

It should be noted that this section of the Copeland Creek is used by SCWA as a sediment catchment facility. This section of channel is disturbed annually as a part of SCWA's maintenance work. SCWA has a standing agreement with the jurisdictional agencies to remove accreted sediment from the Copeland Creek channel as an annual maintenance activity.

2.4 Proposed Planting Areas

Since 2010, SCWA has been implementing a Stream Maintenance Program (SMP) throughout its jurisdiction – including Rohnert Park and Copeland Creek – intended to balance riparian and aquatic habitat function with flood control. Much of the associated environmental enhancement is accomplished through selective vegetation management, focused sediment removal, and strategic native plantings. The mitigative actions proposed herein for the Eastside Trunk Sewer and Snyder Lane widening projects will integrate with ongoing SWCA management planning and implementation of the SMP, as well as following a strategy shown to be successful in similar situations.

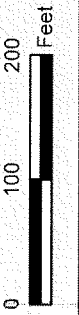
These actions are intended to compensate for environmental impacts associated with the Eastside and Snyder Lane projects. These mitigative actions are intended to augment ongoing enhancement of the larger riparian corridor along Copeland Creek between Commerce Boulevard and Snyder Lane.

Approximately 0.3 acre will be planted with a combination of instream herbaceous plantings around outfalls and on stream banks, as well as native shrubs and upper bank trees in gaps along the south bank of Copeland Creek (see Figure 1). This would compensate for impact to 0.1 acre of stream bed and bank for a total 3:1 compensation to impact ratio. Table 2 (Plant Species to be used for the Streamside Planting Plan in Copeland Creek) provides a list of plant species for each zone and Table 3 (Planting Zones, Area, and Numbers of Plants to Be Installed) shows the size and location for each zone.

The species provided in Table 2 were selected because they are most appropriate for use in flood control channels. These plants are native species typical to Sonoma County creek systems and are most commonly used to replace and enhance in-stream and side bank herbaceous conditions. These have been found to be the most beneficial to initiate desired conditions instream and self-sow most effectively. Spacing can vary and strategic planting taking advantage of existing micro-topography can be the most successful. In general, tree plantings can be installed in the spring, summer, and early fall. Trees will be planted 40 feet apart and shrubs will be planted 2 to 3 feet apart.



Figure 1: Planting Plan
Eastside Trunk Sewer Ph. III/
Snyder Lane Widening Ph. I
April, 2015



**Stream Maintenance Program
Copeland Creek Enhancement
2015**

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This mitigation planting is organized into three zones, with the upper zone further defined based on height.

Planting Zone A is the in-stream enhancement zone and corresponds to the toe/instream planting area. The toe is defined as the 1- to 3-foot zone at the bottom and side of channel where channel bottom and side bank meet. (This is also where the OHWM is located.) The herbaceous plantings will be installed in this zone.

Planting Zone B is the upper bank enhancement zone, which extends from the top of Zone A to approximately 15 feet up toward the top-of-bank. Native shrubs and trees (sub-canopy and canopy species, respectively) will be planted in this zone.

Planting Zone C is not mapped in this plan, but is vertical in nature. It is comprised of the canopy created by the Zone B trees (i.e., canopy species), which will provide shading and upper story habitat for the creek channel.

Table 2 Plant Species to Be Used for the Planting Plan in Copeland Creek

Scientific Name	Common Name	Planting Zone
Instream Herbaceous Plantings		
<i>Carex nudata</i>	torrent sedge	A (instream/toe)
<i>Carex barbarae</i>	basket sedge	A (instream/toe)
<i>Juncus balticus</i>	Baltic rush	A (instream/toe)
<i>Leersia oryzoides</i>	California rice grass	A (instream/toe)
<i>Scirpus microcarpus</i>	small fruited bulrush	A (instream/toe)
Sub-Canopy Species		
<i>Artemisia douglasii</i>	mugwort	B (upper bank/sub-canopy)
<i>Rosa californica</i>	California rose	B (upper bank/sub-canopy)
<i>Scrophularia californica</i>	figwort	B (upper bank/sub-canopy)
<i>Leymus triticoides</i>	creeping wild rye	B (upper bank/sub-canopy)
Riparian Trees		
<i>Sequoia sempervirens</i>	coast redwood	B/C (upper bank/canopy)
<i>Quercus agrifolia</i>	coast live oak	B/C (upper bank/canopy)
<i>Quercus lobata</i>	valley oak	B/C (upper bank/canopy)
<i>Quercus kelloggii</i>	California black oak	B/C (upper bank/canopy)

Table 3 Planting Zones, Area and Numbers of Plants to Be Installed

Zone Designation	Stream Bank Location	Area in ft ²	Approximate Number of Plants
A-1	Instream/Toe	434	10
A-2	Instream/Toe	1,182	190
A-3	Instream/Toe	295	10
A-4	Instream/Toe	469	14
A-5	Instream/Toe	348	10
B-1	Upper Bank	846	1 canopy 10 sub-canopy
B-2	Upper Bank	1,511	2 canopy 166 sub-canopy
B-3	Upper Bank	1,127	3 canopy 150 sub-canopy
B-4	Upper Bank	835	2 canopy 16 sub-canopy
B-5	Upper Bank	1,382	2 canopy 140 sub-canopy
B-6	Upper Bank	3,515	4 canopy 300 sub-canopy
B-7	Upper Bank	1,008	3 canopy 153 sub-canopy
B-8	Upper Bank	294	1 canopy 9 sub-canopy
<i>Total Area</i>		<i>13,245</i>	

Figure 1 shows the Zone A planting locations, which corresponds with a number of outfalls into Copeland Creek downstream of the Snyder Lane crossing. The plants will be installed at each location, representing a mix of the species listed in Table 2, installed strategically to match their habitat (inundation) preferences. These should be installed on 2- to 3-foot centers and occupy a linear distance of 20 feet. This would augment an area of approximately 2 feet by 20 feet (or 40 square feet) immediately at each outfall and proportionately help in reducing sediment and nutrients entering the channel. Additionally, introducing these species to the channel has the added benefit of proliferating the propagules of desirable species further throughout the system.

Figure 1 also shows the desired locations for the Zone B/C plantings. As noted in Table 2, species installed would include coastal redwood (*Sequoia sempervirens*), coast live oak (*Quercus agrifolia*), valley oak (*Quercus lobata*), and California black oak (*Quercus kelloggii*). Recommended planting numbers would be 24 redwoods, 10 valley oaks, 10 coast live oaks, and 10 black oaks distributed across Zone B as shown in Table 3 for each location. In Zone B/C areas where multiple trees will be planted, the trees will be planted 40 feet apart on center. Each tree (to start) would be assumed to be enhancing approximately a 10- by 10-foot area (or 100 square feet). Additional shading along the south side of the channel (i.e., Zone C) would help to deepen the shade provided by the current

canopy. This shade will be effective at reducing the density of instream vegetation – especially cattails (*Typha* spp.) and Himalayan blackberry (*Rubus discolor*) – which in turn reduces the rate of sedimentation in the channel.

3. Maintenance and Monitoring Plan

3.1 Responsible Party

As noted above, this reach of Copeland Creek serves a SCWA-maintained sediment control facility and is maintained annually through the removal of sediment within and adjacent to the Snyder Lane crossing. While the City of Rohnert Park owns the creek channel in this reach, SCWA also has a flood control easement on the channel which allows it to maintain the channel as a flood control facility for the benefit of all in the Copeland Creek watershed. With these mutual interests in mind, the City of Rohnert Park has developed this habitat mitigation plan to complement SCWA's ongoing efforts.

The City will either enter into a cooperative agreement with SCWA to provide adequate funding for the execution of this habitat mitigation plan, or it may choose to contract this service independently. The funding assured by this agreement will be of an amount sufficient to install the mitigative plantings, provide for five years of maintenance, and five years of annual reporting as required by the jurisdictional resource agencies, as detailed below in Section 3.2, Implementation, Maintenance and Monitoring Plan. This habitat mitigation plan must be appended to the cooperative agreement or other contracting vehicle [if an independent contractor is used] to serve as the scope-of-work. This agreement requires concurrence of the California Department of Fish and Wildlife (CDFW) and North Coast Regional Water Quality Control Board (RWQCB) prior to execution by the City and SCWA. Additionally, if the City engages an independent contractor to execute this mitigation plan, the City will consult with SCWA to ensure that the City-contracted actions do not interfere with SCWA's responsibilities under its flood control easement.

While adhering to the mitigation requirements set forth by the resource agencies, the planting plan for this project also adheres to SCWA SMP approach, objectives, and implementation strategies. This mitigation plan acknowledges that the City of Rohnert Park, or its contractor [if used], will not be held accountable or responsible for affects to any mitigation plantings as a result of SCWA maintenance activities. CDFW, RWQCB, and the U.S. Army Corps of Engineers (Corps) acknowledge that the SCWA does regular maintenance in Copeland Creek. Therefore, any of the mitigation plantings affected by SCWA maintenance activities during the five-year monitoring period for this mitigation plan will be the responsibility of SCWA. Should this occur, a SCWA representative would notify the City and the assigned CDFW representative of how many plants per acre were affected. All other plantings not affected by SCWA maintenance activities will continue to be monitored as described below for the five-year monitoring period or until the performance criteria are achieved.

3.2 Implementation, Maintenance and Monitoring Plan

The final planting design shall be developed in the field by a professionally-qualified ecological restoration specialist on SCWA's staff or engaged by the City. Each planting location shall be marked in the field with a color-coded (to species) surveyor flag. Flags shall remain at each planting location after plant installation.

Plant material shall be supercells, depots, or tree pots. All plants shall receive a protective buffer of 3 to 4 feet of wood chips or weed control fabric. This protective buffer will assist in suppressing competing and invasive vegetation.

Trees will be planted no closer than 40 feet on center. Shrub and tall herbaceous perennial species will be planted on 2- to 3-foot centers; herbaceous plants will be planted on 3- to 5-foot centers.

Maintenance under this plan will include replacement planting, additional watering, weeding, invasive exotic eradication and any other practices to achieve proscribed mitigation requirements. Any replacement plants shall be monitored with the same survival and growth requirements specified in this plan for five years after planting.

Plants shall be hand-watered during the dry season from May to October. Approximately 1 to 2 gallons of water shall be applied immediately adjacent to the outside of the planting collar during each watering application. Watering frequency during the first dry season shall be every 7 to 10 days, depending on weather conditions. During the second dry season, plants will be irrigated once every 2 to 3 weeks. Some trees planted near the toe-of-slope may not require irrigation (although all planted trees shall be monitored for watering needs). No supplemental watering will occur after the second season, as the plants are meant to be self-sustaining.

The plantings shall be maintained for five years following plant installation. Grasses in the top-of-bank area are mowed up to three times annually using a flail mower where space allows or with hand-held tools, such as a weed-whacker, where a flail mower is not practical. If a flail mower or other violent chopping machine is used, then all slash, sawdust, cuttings, will be left in place as mulch (except in the active channel). It should be noted that the placement of the upper bank enhancement areas would be installed such that they are just beyond this mowed and sprayed zone.

The plantings shall be maintained and monitored for five years following plant installation. Invasive, exotic weedy plants shall be eradicated from any areas within the planting zones. Invasive plant removal requires extreme diligence for several years as roots and/or seed left on-site can easily become reestablished. The site shall be carefully monitored for re-infestations of non-native blackberry and other invasive, exotic weedy plant species. Follow-up measures shall be taken to avoid re-invasion.

There shall be a complete survival count of mitigation plantings each year during the five-year maintenance period. The first count shall occur at the end of the first growing season. The final count shall occur at the end of the five-year maintenance period. Monitoring reports shall include the survival, percent cover, and height of each tree, shrub and tall herbaceous perennial species. The number by species of plants replaced, an overview of the revegetation effort, and the method used to assess these parameters shall also be included. Photos from designated photo locations shall also be included. If the City's independent contractor is executing this plan, the annual monitoring reports will be submitted to CDFW, RWQCB, the Corps, and SWCA by January 31 after each of the five years of monitoring. If SCWA is executing this plan, these reports will be submitted to these agencies on February 15 after each monitoring year to allow the City the opportunity for review prior to formal agency submittal. The monitoring of replacement plantings is address below in Section 3.2.2, Success Criteria.

3.2.1 Seeding

Any areas where vegetation has been removed and soil is exposed either from weed removal or from project-related construction activities will be treated with the following mix of native grasses as an erosion control seeding. Seed shall be hand broadcast or applied as hydromulch. Seeding shall be installed by October 15 of the same year. Table 4 (Seed Species Type) below provides a breakdown of the species type that will be planted and the application rate (pounds per acre).

Table 4 Seed Species Type

Scientific Name	Common Name	Seeds/Pound	Application Rate (lbs/acre)	Seeds/ft ²
<i>Agrostis exarata</i>	Bentrass	5,000,000	1	115
<i>Bromus carinatus</i>	California brome	100,000	3	7
<i>Elymus glaucus</i>	Blue wildrye	110,000	3	8
<i>Festuca rebura</i>	Red fescue	400,000	3	28
<i>Hordeum brachyantherum</i>	Meadow barley	150,000	5	17
<i>Leymus triticoides</i>	Creeping wild rye	126,000	5	14
<i>Vulpia microstachys</i>	Nuttall's fescue	300,000	2	14

3.2.2 Success Criteria

All woody plantings shall have a minimum of 80 percent survival at the end of five years. If the survival is less than 80 percent, then SCWA will be responsible for notifying the City of Rohnert Park, as well as the replacement planting, additional watering, weeding, invasive exotic eradication and any other practices to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements specified in this plan for five years after planting. All woody plants will be considered in excellent to good condition at the end for five years. The definitions of excellent and good conditions are as follows:

Excellent: Healthy plant with vigorous growth, no necrotic or chlorotic leaves, no other signs of damage.

Good: Plant appears healthy but some necrosis or damage may be present but will not affect the long-term growth and health of the plant.

Photos from designated photo locations shall also be included. As noted above, these monitoring reports will be submitted to the Corps, CDFW, RWQCB, and City of Rohnert Park by January 31 after each of the five years of monitoring.

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