

AGREEMENT NO. _____
FOR ACCEPTANCE OF BIOSOLIDS AND LAND APPLICATION

This Agreement for Acceptance of Biosolids and Land Application is made as of this _____ day of _____, 2022, by and between the City of Santa Rosa, a municipal corporation ("City") and Gilardi & Jacobsen Ag Services, Inc. ("User").

RECITALS

- A. User provides biosolids spreading, incorporating and herbicide application on various Farms as described in Exhibit A, and indicated on the maps in Exhibit C, (hereinafter "Farm Lands") from the owners set forth in Exhibit A.
- B. City operates the Laguna Wastewater Treatment Plan that produces and is the generator and discharger of dewatered Biosolids ("Biosolids"), a portion of which the City desires to reuse by applying to cropland.
- C. USER desires to receive the CITY's Biosolids for application to the cropland on the Farm Lands for consideration and under the terms and conditions set forth in this Agreement.
- D. USER represents to City that it is fully qualified to accept and apply Biosolids on the Farm Lands.
- E. The parties have negotiated upon the terms pursuant to which User will receive Biosolids and apply Biosolids to cropland and have herein reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and User agree as follows:

1. SCOPE OF SERVICES

User agrees to receive Biosolids and perform the services described in Exhibit A ("Scope of Services"). As outlined in Exhibit A, USER and CITY agree to work cooperatively to identify the appropriate amount of Biosolids to be delivered to each Farm. No minimum quantity of Biosolids is guaranteed by this Agreement, although the CITY will attempt to supply as much Biosolids as feasible. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by User 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 varies or conflicts with the terms of this Agreement is null and void.

2. STANDARD OF PERFORMANCE

USER shall perform all services required under this Agreement in the manner and according to the standards currently observed by a competent practitioner of USER's occupation in California. User understands the need comply with federal and state laws and regulations when implementing Biosolids land application. User shall assign only competent personnel to perform services pursuant to this Agreement, and USER shall devote such time and effort to the performance of services under this Agreement as is necessary for the satisfactory and timely performance of USER's obligations.

3. COMPENSATION

- a. **Rates.** As compensation for the performance of services as set forth in this Agreement, CITY shall pay USER as described in Exhibit B. The rate in Exhibit B may be adjusted yearly beginning on January 31, 2023, the annual percentage change in the Consumer Price Index – All Urban Consumers (CPI-U), not seasonally adjusted, for the preceding year and not to exceed 5%.

The total maximum compensation to be paid hereunder for the satisfactory performance and completion of all services shall not exceed \$114,418.95 as determined for each of the Farms included in Exhibit B.

- b. **Payments.** Payments will be made on a calendar-month basis in arrears. Payments will be delayed where User 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 USER's invoice.

- c. **Invoices.** Invoices, along with copies of all receipts, shall be submitted to:

City of Santa Rosa, Compost Facility
4301 Llano Road
Santa Rosa, CA 95407

All invoices shall include a reference to this Agreement (including number) and shall also reference the Farm name as set forth in Exhibit A. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to USER 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 USER's failure to include the reference information set

forth in this section and for failure to maintain current insurance information with the City in accordance with insurance requirements hereunder.

4. TERM, SUSPENSION, TERMINATION

- a. The term of this Agreement shall be for a period of five years, commencing on the effective date above. City and User may, upon mutual written agreement, extend this Agreement for up to an additional 4 years, either through a single 4-year extension, or through multiple 1-year extensions.
- 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. Either CITY or USER shall have the right to terminate this Agreement for convenience at any time by giving 30 days' advance written notice in writing of the intent to terminate. If CITY terminates this Agreement, CITY shall pay the reasonable value of services rendered by USER prior to termination. In this regard, USER shall furnish to CITY such information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the services rendered by User. CITY shall not in any manner be liable for lost profits that might have been made by USER had the Agreement not been terminated or had USER completed the services required by this Agreement.

5. TERMINATION FOR DEFAULT

If at any time 1) User fails to conform to the requirements of this Agreement; 2) USER seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against User which may interfere with the performance of this Agreement; or 4) USER 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 of 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 USER's breach or default hereunder, and for CITY's enforcement of these rights, shall be the obligation of USER and may, at CITY's discretion, be deducted from

any amounts that may then be owing to USER under this Agreement, without any release or waiver of any other rights or remedies in law or equity to which CITY may be entitled.

CITY shall also have the right to terminate this Agreement immediately upon posting written notice if ordered to do so by any government authority having jurisdiction over the matter involved in the order.

If the Agreement is terminated by CITY, USER shall have no claim against CITY based upon damage to or loss of crops due to insufficient nutrients having been applied.

Any termination of this Agreement shall not relieve CITY or USER of their obligations described in this Agreement pertaining to Biosolids already delivered to Farm Lands.

Upon termination pursuant to this section, USER shall submit to CITY an itemized statement of services performed to the date of termination.

6. PERMISSION TO ENTER

USER grants permission to CITY, its acting duly authorized agents, employees, officials, or contractors to enter Farm between 6:00 a.m. and 8:00 p.m. on weekdays and 8:00 a.m. and 6:00 p.m. on weekend days to do any necessary work associated with applying the Biosolids and conducting any necessary monitoring of Biosolids-related activities on the Farms. When entering a Farm, CITY's agents, employees, officials, or contractors shall take reasonable care not to disrupt USER's agricultural operations.

7. FINES

USER is responsible for payment of any fines charged directly to USER. Any fines charged to the CITY that are a result of deficient or negligent USER performance shall be the responsibility of USER and shall be deducted from payment due to USER.

8. INDEMNITY AND HOLD HARMLESS AGREEMENT

USER 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 USER, 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 USER or its agents under workers compensation acts, disability benefits acts, or other employee benefits acts. The provisions of this section shall survive any expiration or termination of this Agreement.

9. INSURANCE REQUIREMENTS

USER 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 USER in exchange for the CITY's agreement to make the payments prescribed hereunder. Failure by USER 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 USER, 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 USER to maintain required insurance coverage shall not excuse or alleviate USER from any of its other duties or obligations under this Agreement. In the event USER, 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, USER 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. USER represents and warrants that USER has all licenses, permits, City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for User to practice its occupation and provide services under this Agreement. User 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. User shall, if requested by CITY, provide certification and evidence of such compliance.

b. Non-Discrimination. With respect to the provision of goods or services under this Agreement, USER 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

USER shall not subcontract or assign any right or obligation under this Agreement without the written consent of CITY, in the CITY's sole and absolute discretion. Any attempted or purported subcontract or assignment without CITY's written consent shall, at CITY's option, 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 USER hereby agrees to indemnify and hold CITY harmless against any and all such claims. USER agrees that the CITY shall have the right to approve any and all subcontractors, and prior to contracting for or otherwise engaging any subcontractors, other persons or entities for use or assistance in performance of this Agreement, the names shall be submitted to and approved by CITY. Upon notice and request by the CITY, USER 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. USER 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 User is for the acts and omissions of persons directly employed by User. 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 10, above.

13. RETENTION OF RECORDS

USER shall 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. USER NOT AGENT

Except as City may specify in writing, USER and USER's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. User and User'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 USER (including USER's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither USER nor USER'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 User under the provisions of this Agreement, and USER shall be issued a Form 1099 for its services hereunder. As an independent contractor, USER 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 USER'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 USER, in the performance of USER'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 User for accomplishing such results. To the extent that USER 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 USER's sole discretion based on the User's determination that such use will promote User's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that USER 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 USER, such persons shall be entirely and exclusively under the direction, supervision, and control of USER. 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 USER. It is further understood and agreed that USER shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of USER'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 USER. USER may represent, perform services for, or be employed by such additional persons or companies as USER sees fit.

20. SUCCESSORS AND ASSIGNS

CITY and USER each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

21. GOVERNING LAW: VENUE

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 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.

22. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City

City of Santa Rosa

Biosolids Coordinator

4301 Llano Road

Santa Rosa, CA 95407

Phone: (707) 543-3374

User

Gilardi & Jacobsen Ag Services, Inc.

Brian Gilardi

5070 Lakeville Hwy.

Petaluma, CA 94954

(707)481-2140

23. AUTHORITY: SIGNATURES REQUIRED FOR CORPORATIONS

User hereby represents and warrants to the City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. User 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 User 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.

24. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or CITY-approved electronic means have the same force and effect as the use of a manual signature. Both City and User wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The CITY reserves the right to reject any signature that cannot be positively verified by the CITY as an authentic electronic signature.

Executed as of the day and year first above stated.

USER:

Gilardi & Jacobsen Ag Services, Inc.

CITY OF SANTA ROSA

a Municipal Corporation

TYPE OF BUSINESS ENTITY (*check one*)

☐ Individual/Sole Proprietor

☐ Partnership

☒ Corporation

☐ Limited Liability Company

☐ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Daniel J. Galvin, III

Chair, Board of Public Utilities

APPROVED AS TO FORM:

Signature: Karen Donovan
Karen Donovan (Mar 19, 2022 17:22 PDT)

Email: kdonovan@srcity.org

Office of the City Attorney

Signature: Brian Gilardi
Brian Gilardi (Mar 15, 2022 09:38 PDT)

By: Email: bgilardi1@gmail.com

Name: Brian Gilardi

Title: President

Signature: Karin Gilardi
Karin Gilardi (Mar 16, 2022 11:29 PDT)

By: Email: karin.gilardi@gmail.com

Name: Karin Gilardi

Title: Secretary

TAXPAYER ID NO.: 35-2454704

Exhibit A – Scope of Services

Exhibit B – Rate Sheet

Exhibit C – Site Maps

Exhibit A

SCOPE OF SERVICES

The USER shall be responsible for furnishing all materials, transportation, labor, equipment, any and all services and materials necessary to perform biosolids land application service at various locations.

USER personnel must be able to fluently speak and understand the English language, or USER must provide a translator to ensure that information regarding scheduling, transportation and location directions for the biosolids and lime is understood.

The USER shall provide all equipment, transportation of equipment, and labor necessary to perform land application of City provided biosolids and agricultural lime on designated City owned and privately held farmlands during the four-month period of July 1 through October 31 for length of contract term in accordance with the terms and conditions contained herein and shall complete the Compensation Schedule listed as **Exhibit "B"**.

CITY states and USER understands that the Biosolids provided by the CITY will have been treated by processes to significantly reduce pathogens and will satisfy the requirements of the US EPA 40 CFR, Part 503 regulations for Class B Biosolids. This classification requires low metal content and is satisfactory for use on forage crops with minimum restrictions. It is further understood that CITY and USER will follow all requirements of California Department of Health Services (DHS) guidelines and the US EPA 40 CFR, Part 503 regulations when implementing the Biosolids land application program. CITY agrees to provide USER with summaries of pertinent regulations and guidelines as well as a statement of the Biosolids' chemical quality prior to applying the Biosolids to the Farm, if requested by USER.

CONTRACT WORK-SITE LOCATIONS

| FARM | ADDRESS |
|-----------------|---|
| Crane Farm | 6786 & 6788 Lakeville Highway Petaluma, CA 94954 |
| Herzog Farm | 7670 Lakeville Highway Petaluma, CA 94952 |
| Jacobsen Farm | 5070 Lakeville Highway Petaluma, CA 94952 |
| Leonard Farm | 7698 Reclamation Road Petaluma, CA 94954 |
| ScallyWag Farm | 7670 Lakeville Highway Petaluma, CA 94952 |
| Twin House Farm | 7630 & 7650 Lakeville Highway Petaluma, CA 94954 |
| Twin Vista Farm | 7750 & 7700 Lakeville Highway Petaluma, CA 94954 |

The USER shall, in the performance of all work under this Agreement, conform with the below listed Special Contract Conditions.

1. Minimum Set Back Distances for Biosolids Staging and Land Application:

- a. 10 feet from property lines. This requirement may be waived when property lines are adjacent to properties also using biosolids as a soil amendment.
- b. 500 feet from domestic water supply wells. A lesser setback distance from domestic water supply wells (not to be less than 100 feet) may be used if the discharger can demonstrate to the Executive Officer that the ground water, geologic, topographic, and well construction conditions at the specific site are adequate to protect the health of individuals using the supply well.
- c. 100 feet from non-domestic water supply wells. A lesser setback distance (not to be less than 25 feet) may be used if the discharger can demonstrate to the RWQCB Executive Officer that the ground water, geologic, topographic, and well construction conditions at the specific site are adequate to protect the ground water, not including agricultural drains.
- d. 50 feet from public roads and occupied onsite residences.
- e. 100 feet from surface waters, including wetlands, creeks, ponds, lakes, underground aqueducts, and marshes.
- f. 33 feet from primary agricultural drainage ways.
- g. 500 feet from occupied non-agricultural buildings and off-site residences.
- h. 400 feet from a domestic water supply reservoir.
- i. 200 feet from a primary tributary to a domestic water supply.
- j. 2,500 feet from any domestic surface water supply intake.

2. Transportation and Staging of Biosolids:

- a. Crane Farm: The CITY shall deliver and USER shall apply the Biosolids to the Farm. The timing of the Biosolids spreading shall be as mutually agreed upon by the CITY and USER. Once spreading is complete, USER shall then incorporate the Biosolids into the soil by plowing or disking to a depth of approximately 6 to 10 inches within 72 hours after Biosolids spreading.
- b. Herzog Farm: The CITY shall deliver and USER shall apply the Biosolids to the Farm. The timing of the Biosolids spreading shall be as mutually agreed upon by the CITY and USER. Once spreading is complete, USER shall then incorporate the Biosolids into the soil by plowing or disking to a depth of approximately 6 to 10 inches within 72 hours after Biosolids spreading.
- c. Jacobsen Farm: The CITY shall deliver and USER shall apply the Biosolids to the Farm. The timing of the Biosolids spreading shall be as mutually agreed upon by the CITY and USER. Once spreading is complete, USER shall then incorporate the Biosolids into the soil by plowing or disking to a depth of approximately 6 to 10 inches within 72 hours after Biosolids spreading.
- d. Leonard Farm: The CITY shall deliver and USER shall apply the Biosolids to the Farm. The timing of the Biosolids spreading shall be as mutually agreed upon by the CITY and

USER. Once spreading is complete, USER shall then incorporate the Biosolids into the soil by plowing or disking to a depth of approximately 6 to 10 inches within 72 hours after Biosolids spreading.

- e. Sally Wag Farm: The CITY shall deliver and USER shall apply the Biosolids to the Farm. The timing of the Biosolids spreading shall be as mutually agreed upon by the CITY and USER. Once spreading is complete, USER shall then incorporate the Biosolids into the soil by plowing or disking to a depth of approximately 6 to 10 inches within 72 hours after Biosolids spreading.
- f. Twin House Farm: The CITY shall deliver and USER shall apply the Biosolids to the Farm. The timing of the Biosolids spreading shall be as mutually agreed upon by the CITY and USER. Once spreading is complete, USER shall then incorporate the Biosolids into the soil by plowing or disking to a depth of approximately 6 to 10 inches within 72 hours after Biosolids spreading.
- g. Twin Vista Farm: The CITY shall deliver and USER shall apply the Biosolids to the Farm. The timing of the Biosolids spreading shall be as mutually agreed upon by the CITY and USER. Once spreading is complete, USER shall then incorporate the Biosolids into the soil by plowing or disking to a depth of approximately 6 to 10 inches within 72 hours after Biosolids spreading.

3. Transportation and Staging of Lime:

- a. Crane Farm: USER understands and agrees that the Biosolids/soil mix after incorporation by USER, must be at or above pH 6.5. CITY shall be responsible for determining the lime requirement, if any, of the soil prior to Biosolids application and for providing the appropriate amount of lime (calcium carbonate equivalent) to bring the soil pH to 6.5. CITY shall determine the lime requirement through generally accepted sampling and laboratory methods. CITY will deliver the required lime, if any, and USER shall apply the lime onto the soil prior to the USER applying and incorporating the Biosolids into the soil.
- b. Herzog Ranch: USER understands and agrees that the Biosolids/soil mix after incorporation by USER, must be at or above pH 6.5. CITY shall be responsible for determining the lime requirement, if any, of the soil prior to Biosolids application and for providing the appropriate amount of lime (calcium carbonate equivalent) to bring the soil pH to 6.5. CITY shall determine the lime requirement through generally accepted sampling and laboratory methods. CITY will deliver the required lime, if any, and USER shall apply the lime onto the soil prior to the USER applying and incorporating the Biosolids into the soil.
- c. Jacobsen Ranch: USER understands and agrees that the Biosolids/soil mix after incorporation by USER, must be at or above pH 6.5. CITY shall be responsible for determining the lime requirement, if any, of the soil prior to Biosolids application and for providing the appropriate amount of lime (calcium carbonate equivalent) to bring the soil pH to 6.5. CITY shall determine the lime requirement through generally accepted sampling and laboratory methods. CITY will deliver the required lime, if any, and USER shall apply the lime onto the soil prior to the USER applying and incorporating the Biosolids into the soil.

- d. Leonard Ranch: USER understands and agrees that the Biosolids/soil mix after incorporation by USER, must be at or above pH 6.5. CITY shall be responsible for determining the lime requirement, if any, of the soil prior to Biosolids application and for providing the appropriate amount of lime (calcium carbonate equivalent) to bring the soil pH to 6.5. CITY shall determine the lime requirement through generally accepted sampling and laboratory methods. CITY will deliver the required lime, if any, and USER shall apply the lime onto the soil prior to the USER applying and incorporating the Biosolids into the soil.
- e. ScallyWag Ranch: USER understands and agrees that the Biosolids/soil mix after incorporation by USER, must be at or above pH 6.5. CITY shall be responsible for determining the lime requirement, if any, of the soil prior to Biosolids application and for providing the appropriate amount of lime (calcium carbonate equivalent) to bring the soil pH to 6.5. CITY shall determine the lime requirement through generally accepted sampling and laboratory methods. CITY will deliver the required lime, if any, and USER shall apply the lime onto the soil prior to the USER applying and incorporating the Biosolids into the soil.
- f. Twin House Ranch: USER understands and agrees that the Biosolids/soil mix after incorporation by USER, must be at or above pH 6.5. CITY shall be responsible for determining the lime requirement, if any, of the soil prior to Biosolids application and for providing the appropriate amount of lime (calcium carbonate equivalent) to bring the soil pH to 6.5. CITY shall determine the lime requirement through generally accepted sampling and laboratory methods. CITY will deliver the required lime, if any, and USER shall apply the lime onto the soil prior to the USER applying and incorporating the Biosolids into the soil.
- g. Twin Vista Farm: USER understands and agrees that the Biosolids/soil mix after incorporation by USER, must be at or above pH 6.5. CITY shall be responsible for determining the lime requirement, if any, of the soil prior to Biosolids application and for providing the appropriate amount of lime (calcium carbonate equivalent) to bring the soil pH to 6.5. CITY shall determine the lime requirement through generally accepted sampling and laboratory methods. CITY will deliver the required lime, if any, and USER shall apply the lime onto the soil prior to the USER applying and incorporating the Biosolids into the soil.

4. Cleaning Equipment Prior to Entering Public Roads:

The USER is required to remove residual biosolids material from his/her equipment prior to reentering public roadways.

5. Coordination and Scheduling:

The USER is required to coordinate his/her activities at the direction of the City Biosolids Coordinator. Land application of biosolids and lime must be coordinated with irrigation schedules and soil tilling performed by City staff and private land owners. The CITY shall set up the schedule of all contract work with the USER in advance of performance of the work.

6. Fines:

The USER is responsible for payment of any fines charged directly to the USER. Amounts for fines charged to the CITY that are the result of deficient or negligent USER performance shall be deducted by the CITY from payments due the USER. The CITY shall also deduct from payments to the USER amounts of fines charged to private land owners who receive land application services under this agreement that are the result of deficient or negligent USER performance. The CITY will use these funds to compensate said private land owners for the fine amount.

7. Award:

The City reserves the right to award this contract all or none.

8. Competency of USERS:

USER will be required to provide evidence of having at least three (3) years' experience in performing the services covered under this contract. Typical documentation would be the names of customers with whom the USER has similar contracts and details of types of services performed. (See Required Data Section)

9. Contract Period:

Service provided as a result of this contract shall be provided annually during a four (4) month period commencing July 1st, or date subsequent thereto through October 31st. The contract period would be for five (5) years with the option to renew the agreement for one 4-year extension, two 2-year extensions, four 1-year extensions, or any combination of extensions not exceeding a total of four years, upon mutual agreement of parties.

10. Estimated Quantities:

The quantities shown in the Request For Quotations are an estimate only. Since the exact quantities cannot be predetermined, the City reserves the right to adjust quantities as deemed necessary to meet its requirements

11. BMS Requirements:

As defined under the City of Santa Rosa's Biosolids Management System (BMS), training of the USER's roles and responsibilities will take place annually during the spreading season of July through October of each calendar year of awarded contract. Training materials will be provided by the CITY. The Biosolids Coordinator will be responsible for ensuring the training be held each year and will keep attendance records under the City's retention policy.

Signature: 
Karin Gilardi (Mar 18, 2022 15:32 PDT)

Email: karin.gilardi@gmail.com

Signature: 
Brian Gilardi (Mar 18, 2022 12:16 PDT)

Email: bgilardi1@gmail.com

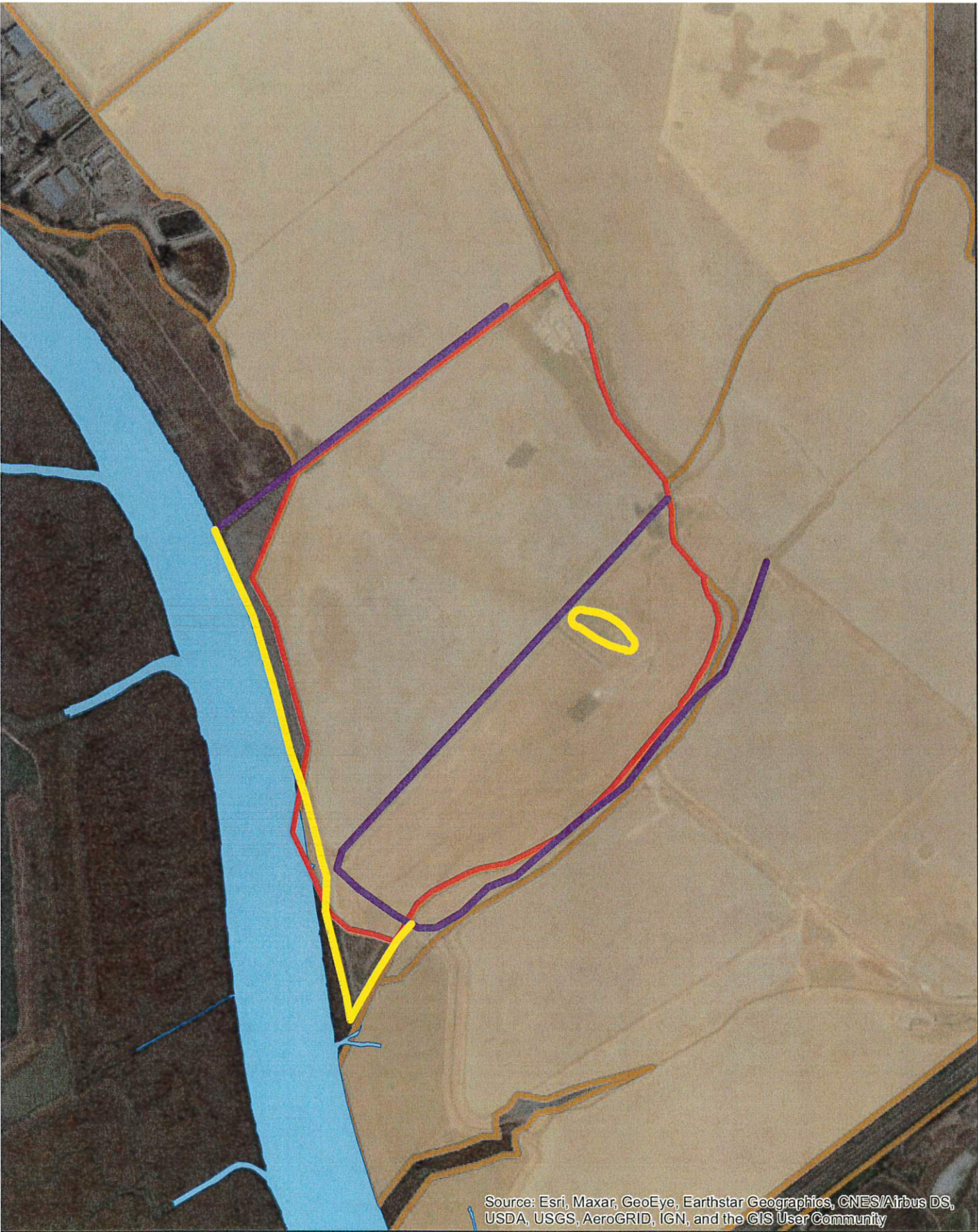
Exhibit B

Exhibit B

| Item | Description | 1 Yr. Est. Tons | Unit Price | Total |
|------|---|--------------------|---------------|-------------|
| 1. | Land Application of City-provided Biosolids at Crane Ranch | 3,740 | \$3.30 /ton | \$12,342 |
| 2. | Land Application of City-provided Lime at Crane Ranch | 935 | \$7.15/ ton | \$6,685.25 |
| 3. | Land Application of City-provided Biosolids at Herzog Farm | 3,045 | \$3.30/ ton | \$10,048.50 |
| 4. | Land Application of City-provided Lime at Herzog Farm | 609 | \$7.15/ ton | \$4,354.35 |
| 5. | Land Application of City-provided Biosolids at Jacobsen Farm | 2,310 | \$3.30/ ton | \$2,306.70 |
| 6. | Land Application of City-provided Lime at Jacobsen Farm | 693 | \$7.15/ ton | \$4,954.95 |
| 7. | Herbicide Reimbursement for Jacobsen Farm | | \$40.00/ acre | \$9,240 |
| 8. | Land Application of City-provided Biosolids at Leonard Farm | 1,510 | \$3.30/ ton | \$4,983 |
| 9. | Land Application of City-provided Lime at Leonard Farm | 453 | \$7.15/ ton | \$3,238.95 |
| 10. | Herbicide Reimbursement for Leonard Farm | | \$40.00/ acre | \$6,040 |
| 11. | Land Application of City-provided Biosolids at Scallywag Farm | 2,160 | \$3.30/ ton | \$7,128 |
| 12. | Land Application of City-provided Lime at Scallywag Farm | 432 | \$7.15/ ton | \$3,088.80 |
| 13. | Herbicide Reimbursement for Scallywag Farm | | \$40/ acre | \$5,760 |
| 14. | Land Application Fee for Scallywag Farm | | | \$2,500 |
| 15. | Land Application of City-provided Biosolids at Twin House Farm | 1,990 | \$3.30/ ton | \$6,567 |
| 16. | Land Application of City-provided Lime at Twin House Farm | 597 | \$7.15/ ton | \$4,268.55 |
| 17. | Herbicide Reimbursement for Twin House Farm | | \$40/ acre | \$8,000 |
| 18. | Land Application of City-provided Biosolids at Twin Vista Farm* | 2,730 | \$3.30/ ton | \$9,009 |
| 19. | Land Application of City-provided Lime at Twin Vista Farm* | 546 | \$7.15/ ton | \$3,903.90 |

* - Twin Vista Farm formerly referred to as Barella Farm

Exhibit C - Site Maps



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

BARELLA FARM BIOSOLIDS APPLICATION SITE

100' Setback

33' Setback

Land Application Parcel

Parcel

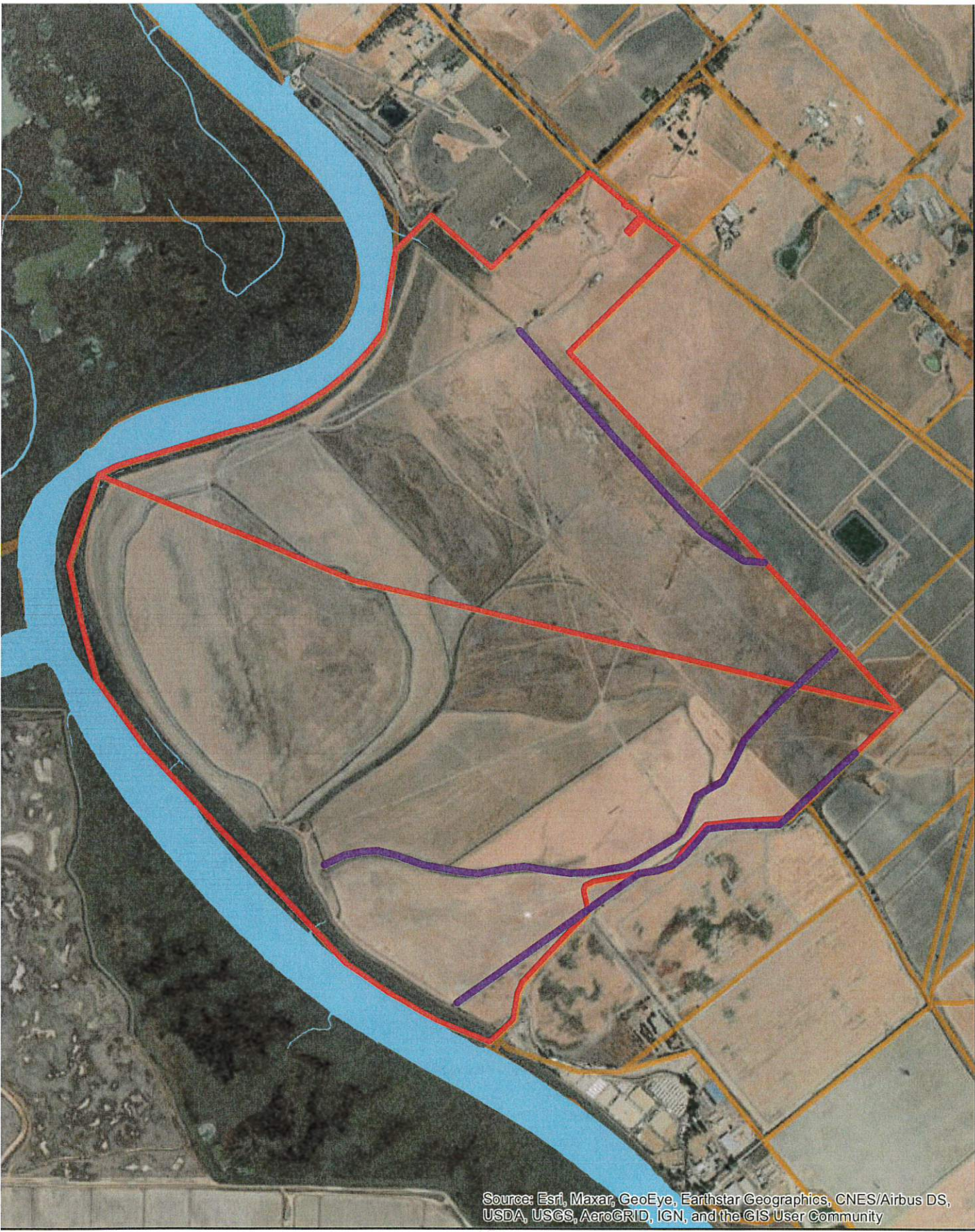
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Utilities Engineering, Planning & Tech. (GAC)
* Projection:
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* Data Source
USGS 24K topo
Utilities GIS Data

MAP PRODUCED BY:
City of Santa Rosa Utilities Engineering
Planning & Technology Group
69 Stony Circle, Santa Rosa, CA 95401
(707) 543-4200





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Miles

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1:12,000





CRANE FARM BIOSOLIDS APPLICATION SITE

-  100' Setback
-  33' Setback
-  Land Application Parcel
-  Parcel

* Author:
Utilities Engineering, Planning & Tech. (GAC)
* Projection:
California State Plane, Zone II, NAD83, US Feet
* Data Source
USGS 24K topo
Utilities GIS Data

MAP PRODUCED BY:
City of Santa Rosa Utilities Engineering
Planning & Technology Group
69 Stony Circle, Santa Rosa, CA 95401
(707) 543-4200

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Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

HERZOG FARM BIOSOLIDS APPLICATION SITE

100' Setback

33' Setback

Land Application Parcel

Parcel

* Author:
Utilities Engineering, Planning & Tech. (GAC)
* Projection:
California State Plane, Zone II, NAD83, US Feet
* Data Source:
USGS 24K topo
Utilities GIS Data

MAP PRODUCED BY:
City of Santa Rosa Utilities Engineering
Planning & Technology Group
69 Stony Circle, Santa Rosa, CA 95401
(707) 543-4200

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Miles





Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Setback

100' Set Back

33' Set Back

Land Application Parcel

Parcel

JACOBSEN BIOSOLIDS APPLICATION SITE

* Author:
Utilities Engineering, Planning & Tech. (GAC)
* Projection:
California State Plane, Zone II, NAD83, US Feet
* Data Source:
USGS 24K topo
Utilities GIS Data

MAP PRODUCED BY:
City of Santa Rosa Utilities Engineering
Planning & Technology Group
69 Stony Circle, Santa Rosa, CA 95401
(707) 543-4200

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Miles





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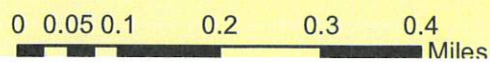
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

LEONARD FARM BIOSOLIDS APPLICATION SITE

-  100' Setback
-  33' Setback
-  Land Application Parcel
-  Parcel

* Author:
Utilities Engineering, Planning & Tech. (GAC)
* Projection:
California State Plane, Zone II, NAD83, US Feet
* Data Source
USGS 24K topo
Utilities GIS Data

MAP PRODUCED BY:
City of Santa Rosa Utilities Engineering
Planning & Technology Group
69 Stony Circle, Santa Rosa, CA 95401
(707) 543-4200





Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

SCALLYWAG FARM BIOSOLIDS APPLICATION SITE

100' Set Back

33' Set Back

50' Set Back

Land Application Parcel

Parcel

* Author:
Utilities Engineering, Planning & Tech. (GAC)
* Projection:
California State Plane, Zone II, NAD83, US Feet
* Data Source
USGS 24K topo
Utilities GIS Data

MAP PRODUCED BY:
City of Santa Rosa Utilities Engineering
Planning & Technology Group
69 Stony Circle, Santa Rosa, CA 95401
(707) 543-4200

0 0.05 0.1 0.2 0.3 0.4
Miles





Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

TWIN HOUSE FARM BIOSOLIDS APPLICATION SITE

- 100' Set Back
- 33' Set Back
- 50' Set Back
- Land Application Parcel
- Parcel

* Author:
Utilities Engineering, Planning & Tech. (GAC)
* Projection:
California State Plane, Zone II, NAD83, US Feet
* Data Source
USGS 24K topo
Utilities GIS Data

MAP PRODUCED BY:
City of Santa Rosa Utilities Engineering
Planning & Technology Group
69 Stony Circle, Santa Rosa, CA 95401
(707) 543-4200

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**WATER DEPARTMENT
AGREEMENT ROUTING SHEET**

Date: February 16, 2022

From: Sara Roberts, LTP

Ext: 3933

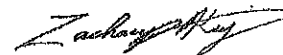
Subject: Acceptance of Biosolids and Land Application for Gilardi and Jacobsen

Signature

Date:

REVIEWED BY Zach Kay, Biosolids

Signature:



Email: zkay@srcity.org

Signature:



REVIEWED BY Emma Walton, LTP

Email: ewalton@srcity.org

APPROVED BY JENNIFER BURKE, MSCS

Please return to Sender after review by Deputy Director.









Gilardi and Jacobsen Internal Review

Final Audit Report

2022-02-22

| | |
|-----------------|--|
| Created: | 2022-02-16 |
| By: | Sara Roberts (sroberts@srcity.org) |
| Status: | Signed |
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"Gilardi and Jacobsen Internal Review" History

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2022-02-16 - 9:25:15 PM GMT
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-  Document e-signed by zachary kay (zkay@srcity.org)
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-  Document e-signed by Emma Walton (ewalton@srcity.org)
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Gilardi & Jacobsen Biosolids Application Agreement

Final Audit Report

2022-03-16

| | |
|-----------------|--|
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Gilardi & Jacobsen Agreement

Final Audit Report

2022-03-20

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Gilardi & Jacobsen Agreement with Updated Scope

Final Audit Report

2022-03-18

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