

**CITY OF SANTA ROSA
GENERAL SERVICES AGREEMENT
WITH PONCIA FERTILIZER INC.
AGREEMENT NUMBER F002525**

This "Agreement" is made as of this _____ day of _____, 2022, by and between the City of Santa Rosa, a municipal corporation ("City"), and Poncia Fertilizer Inc. a California Corporation ("Contractor").

RECITALS

A. City desires to enter into agreement for biosolids hauling services as required by the City of Santa Rosa Compost Facility.

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

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

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

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

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

2. TIME FOR PERFORMANCE

The services described herein shall be provided for the period of January 1, 2023, through December 31, 2023. Contractor shall devote such time and effort to the performance of services as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed

by any cause, present or future, that is beyond the reasonable control of that party.

3. STANDARD OF PERFORMANCE

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

4. COMPENSATION

The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in Exhibit A shall not exceed the total sum of \$725,395. The Chief Financial Officer is authorized to pay all proper claims from Water Department Charge Number 130807-5321.

5. BILLABLE RATES, PAYMENTS TO CONTRACTOR

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

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

c. Invoices. Payment will be made on a calendar-month basis in arrears. Invoices shall be submitted to the person and address specified in the Agreement, bid, or purchase order. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to the Contractor for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for Contractor's failure to include reference to Agreement (including number) on the invoice **and for failure to maintain current insurance information with the City in accordance with insurance requirements hereunder.** In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in the Contractor's

invoice. Invoices for services provided in June or for any services not previously invoiced shall be submitted within 10 working days after June 30 to facilitate City fiscal year end closing. Failure to comply with this invoice submission requirement may delay payment.

In connection with any cash discount specified in the bid response, if applicable, or Contractor's Proposal, time will be computed from the date correct invoices are received by the person and address specified in the Agreement, bid, or purchase order. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check. All invoices shall contain the following information:

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

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

6. TERM, SUSPENSION, TERMINATION

a. The term of this Agreement shall be for one year commencing on January 1, 2023. City and Contractor may, upon mutual written agreement of both parties, extend this Agreement for up to four (4) additional one-year terms.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Contractor. If City gives such notice of termination, Contractor shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement, City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination. In this regard, Contractor shall furnish to City such information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement.

7. TERMINATION OF AGREEMENT FOR DEFAULT

If at any time 1) Contractor fails to conform to the requirements of this Agreement; 2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Contractor which may interfere with the performance of this Agreement; or 4) Contractor has failed to supply an adequate working force, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Agreement, which default is not fully corrected or remedied to the reasonable satisfaction of City within ten (10) days following the date a written notice thereof by City, then City shall have the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this Agreement. Any cost or expense incurred by City arising out of Contractor's breach or default hereunder, and for City's enforcement of these rights, shall be the obligation of Contractor and may, at City's discretion, be deducted from any amounts that may then be owing to Contractor under this Agreement, without any release or waiver of any other rights or remedies in law or equity to which City may be entitled.

8. INDEMNIFY AND HOLD HARMLESS AGREEMENT

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

9. INSURANCE REQUIREMENTS

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this Agreement by Contractor, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement.

Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the City pursuant to Section 11 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in Attachment One.

10. LEGAL REQUIREMENTS AND PERMITS; NONDISCRIMINATION

a. Legal Requirements and Permits. Contractor represents and warrants that Contractor has all licenses, permits, City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its occupation and provide services under this Agreement. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) OSHA; and (iv) the Immigration Reform and Control Act of 1986. Contractor shall, if requested by City, provide certification and evidence of such compliance. If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

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

11. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not subcontract or assign any right or obligation under this Agreement without the written consent of the City. Any attempted or purported subcontract or assignment without City's written consent shall be void and of no effect. No right under this Agreement, or claim for money due or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Agreement or any part thereof and Contractor hereby agrees to indemnify and hold City harmless against any and all such claims. In the event Contractor obtains the prior written consent of City to assign monies due or to become due under this Agreement, Contractor shall provide City a copy of the instrument of assignment duly executed by Contractor, which shall contain a clause subordinating the

claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work. Upon notice and request by the City, Contractor shall promptly remedy, to include termination of any subcontract as appropriate and necessary, any default or failure to perform in a satisfactory manner the work undertaken by any subcontractor. Contractor shall be fully responsible and accountable to the City for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by them, to the same extent that Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

12. BINDING EFFECT

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

13. RETENTION OF RECORDS

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

14. ENTIRE AGREEMENT

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

15. SEVERABILITY

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

16. WAIVER

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

17. ENFORCEMENT OF AGREEMENT

This Agreement shall be governed, construed and enforced in accordance with

Page 6 of 10

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

18. CONTRACTOR NOT AGENT

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

19. INDEPENDENT CONTRACTOR

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

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

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working

conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

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

20. 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

Brandalyn Tramel
Purchasing Agent
635 First Street, 2nd Floor
Santa Rosa, California 95404
Phone: (707) 543-3706
Fax: (707) 543-3723

Contractor

Andy Poncia
PO Box 718
Cotati, CA 94931
707-481-8052
spreadingit@sbcglobal.net

21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor 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. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

22. 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 Contractor 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.

CONTRACTOR:

CITY OF SANTA ROSA
a Municipal Corporation

Poncia Fertilizer Inc.

TYPE OF BUSINESS ENTITY (*check one*):

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

By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: Andy Poncia

Title: President

By: _____

Print Name: Andy Poncia

Title: Treasurer

Office of the City Attorney

ATTEST:

Board Secretary

City of Santa Rosa Business Tax Cert. No.

Attachments:

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

DRAFT

EXHIBIT A
SCOPE OF SERVICE

The Contractor shall provide the necessary equipment and personnel for hauling biosolids generated at the Laguna Wastewater Treatment Plant. Contractor personnel must be able to fluently speak and understand the English language, or Contractor must provide a translator to ensure that information regarding scheduling, transportation and drop off location directions for the biosolids is understood. The biosolids will be transported to the Redwood Landfill disposal site located in Novato, California and/or other disposal sites as deemed necessary by the CITY.

The Contractor shall haul dewatered biosolids from the Laguna Wastewater Treatment Plant located at 4300 Llano Road, Santa Rosa, Biosolids Storage Facility located at 3000 Llano Road and Compost Facility located at 4301 Llano Road, CA 95407 for the contract period stated herein. Contractor shall enter and exit the Laguna Wastewater Treatment Plant through the main or south entrances on Llano Road.

The dewatered biosolids to be hauled shall discharge from the Belt Press Hopper. The dewatered biosolids shall have a solid content of approximately fifteen (15%) percent. Under normal operations there will be an average of 40-140 wet tons of dewatered biosolids to be hauled each day Monday through Saturday, inclusive. The CONTRACTOR shall supply good running equipment, which meets CITY approval, allowing for continuous operation at the maximum capacity of the belt press hopper at 280 wet tons per day.

Biosolids disposal under this contract shall occur at the following sites: Compost Facility directly across the street from the treatment plant, Alpha Storage Facility at 3000 Llano Road, Lystek International Limited at 1014 Chadbourne Road, Fairfield, CA, various land applications sites, or Redwood Landfill disposal site located in Novato, California. The City has obtained permission to dispose of the dewatered biosolids at the Redwood Landfill disposal site located in Novato, California. Determination of destination of the biosolids will be made by contract project manager.

Based on State Water Resources Control Board Water Quality Order No. 2004-0012-DWQ (General Order). All biosolids shall be transported in "covered" and sealed vehicles/trailers Year 2008 or newer capable of containing the designed load. If vehicles are older than 2008, contractor must provide proof that vehicles have been retrofitted to meet current CA Emission requirements.

The Contractor shall provide a trailer/vehicle that can haul a minimum of 18 tons per trip that will be available at all times during normal operations - defined as November 1 to April 30 - Monday - Saturday 5:00a.m. - 5:00p.m. Hauling trailers must be 100% sealed to prevent leakage. Only during emergency situations may Contractor be allowed to use a trailer/vehicle that hauls less than 18 tons. The Contractor will be required to submit copies of appropriate insurance policies and/or Certificates of Insurance evidencing coverage for this specific circumstance in addition to insurance specified elsewhere in the contract.

In addition to the above, during land application season - defined as May 1 to October 31 - the Contractor will be required, upon 24 to 48-hour advance request from the contract project manager, to have a total of four or more additional trailer/vehicles, with driver for each, to be available to transport biosolids from the treatment plant and/or Alpha Storage Facility and/or Compost Facility to land application sites.

No wash down facilities exist at the Redwood Landfill disposal site, or land application sites for use by the Contractor. Wash down facilities are available at the Laguna Treatment Plant, the

Compost Facility, Alpha Storage Facility, and Lystek International. Contractor is responsible for removing all biosolids from exterior surfaces using whatever means necessary prior to reentering public roadways (i.e. tires, axles, tailgate, airbags. etc.)

All weight tags for biosolids hauling originating at the Laguna Treatment Plant shall be turned in daily to personnel at the Laguna Treatment Plant to be used for reconciliation of tonnage and subsequent payment by the City. The quantity of dewatered biosolids to be hauled shall be weighed at the Laguna Treatment Plant Hopper scales. Said weight shall be verified by an authorized Laguna Treatment Plant employee prior to the truck load leaving the plant.

All weight tags for biosolids hauling originating at the Alpha Storage Facility will be turned in to City personnel for each truck load that is loaded at that location to be used for reconciliation of tonnage and subsequent payment by the City. Said weight shall be verified by City personnel using loader scale prior to truck load leaving the location.

All weight tags for biosolids hauling originating at the Compost Facility will be turned into City personnel for each truck load that is loaded at that location to be used for reconciliation of tonnage and subsequent payment by the City. Said weight shall be verified by City personnel using loader scale prior to truck load leaving the location.

NOTE: There will be no exceptions to this requirement allowed unless prior authorization is granted by the City in writing. Payment will be made monthly in arrears and the Contractor's monthly invoice billing must include verifiable documentation for the amount of tonnage hauled during the period being billed. Unverifiable billing will be denied unless agreed upon between the contract parties. All invoices shall be sent to: City of Santa Rosa, Attn: Zachary Kay, 4300 Llano Road, Santa Rosa, CA 95407.

TRAINING

Training on the Contractor's roles and responsibilities as defined under the City's Biosolids Management System (BMS) will take place annually during the spreading season, defined as July through October each calendar year. Training materials will be provided by the City. The Biosolids Coordinator will be responsible for ensuring the training is held each year and will keep attendance records under the City's retention policy.

EQUIPMENT INSPECTION

At City's request, Contractor will be required to allow for the inspection, by the CITY, of all equipment to be used in the performance of the contract. The CITY reserves the right to disallow use of the Contractor's equipment which the CITY considers unacceptable for the performance of the contract, for any reason which may include tarp, tires, trailer seal, emissions certification, general reliability and/or visual appearance. The CITY Purchasing Agent will be the sole judge in the determination of these matters.

SPILLS

In case of any spill occurring during the hauling of the dewatered biosolids, Contractor shall be responsible, at Contractor's sole cost and expense, for all clean up and any fines or penalties. Contractor shall follow all applicable laws and regulations concerning said spills, including contact of the appropriate agencies.

DAMAGE TO EXISTING PROPERTY

Contractor will be held responsible for any damage to existing real property and/or equipment resulting from Contractor's operations hereunder and shall repair or replace any damaged real property and/or equipment to the satisfaction of, and at no cost to, the CITY. Contractor shall take all precautions necessary for the protection against injury of all persons engaged in the performance of the contract. Contractor shall observe all pertinent safety practices and comply with all applicable safety regulations.

ALTERNATE DISPOSAL

Should the Contractor fail to perform services as described herein, the CITY reserves the right to have the dewatered biosolids hauled to a site by a Contractor of its choice if deemed necessary. This option shall not be construed to be a suspension or cancellation of the contract work being performed within this contract.

EMERGENCY AND ENVIRONMENTAL PROTECTION

Whenever, in the opinion of the CITY, Contractor has not taken sufficient precaution for the safety of the public, protection of the work to be performed under this contract, of adjacent structures or property, or for environmental or erosion protection, and whenever, in the opinion of the CITY, an emergency has arisen and immediate action is considered necessary, then the CITY, with or without notice to Contractor, may provide suitable protection by causing work to be done and material to be furnished and placed. The cost of such work and material shall be borne by Contractor, and, if the same is not paid on presentation, such costs may be deducted from any amounts due or to become due Contractor. The performance of such emergency or environmental work shall not relieve Contractor of responsibility for any damage which may occur.

VEHICLE AND TRAILER EQUIPMENT LIST

Provide a list of vehicles and trailers that will be used for biosolids hauling services. All vehicles and trailers must be in full working order and comply to California Emission Standards and Certifications.

Description/Dimensions	Year	Make/Model	Current Registration Date	CA Emissions Retrofit Date (Required for all vehicles older than 2008)
#31 / VIN - 433227	2018	Pete	09/30/23	n/a
#49 / VIN - 336872	2016	Pete	09/30/23	n/a
#58 / VIN - 444837	2017	Pete	01/31/23	n/a

#59 / VIN - 341025	2016	Pete	09/30/23	n/a
#60 / VIN - 796675	2021	Pete	09/30/23	n/a
#61 / VIN - 706979	2020	Pete	09/30/23	n/a
TR-120 / VIN - TA5776	2017	Vantage	PTI	n/a

TR-121 / VIN - 045121 2018 MAC PTI n/a

TR-125 / VIN - 054457 2020 MAC PTI n/a

TR-138 / VIN - 055476 2019 MAC PTI n/a

TR-142 / VIN - 061535 2022 MAC PTI n/a

TR-144 / VIN - 060917 2021 MAC PTI n/a

All trucks are 225 wheel base.

All trailers are 45 cu aluminum water-tight
end dump trailers.

Each can haul up to 25 tons.

All trailers have permanent registration (PTI).

EXHIBIT B - COMPENSATION SCHEDULE

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT COST/WET TN</u>	<u>EXTENDED TOTAL</u>
1	3,000	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant to Compost Facility	\$3.00	\$9,000.00
2	7000	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant and/or Compost Facility to Alpha Storage Facility	\$4.50	\$31,500.00
3	2340	Wet Ton/Year	Haul biosolids from Alpha Storage Facility or Laguna Treatment Plant or Compost Facility to Brown Farm	\$4.50	\$10,530.00
4	420	Wet Ton/Year	Haul Biosolids from Laguna Treatment Plant or from Alpha Farm or from Compost Facility to Stone Farm	\$4.50	\$1,890.00
5	100	Wet Ton/Year	Haul biosolids from Alpha Storage Facility to Compost Facility	\$2.00	\$200.00
6	100	Wet Ton/Year	Haul biosolids from Compost Facility to Alpha Storage Facility	\$2.00	\$200.00
7	5000	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant, or Alpha Farm Storage Facility, or Compost Facility to Jacobsen Ranch	\$11.75	\$58,750.00
8	1450	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Compost Facility to Redwood Landfill	\$6.00	\$8,700.00
9	2880	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant, or Alpha Farm Storage Facility, or Compost Facility to Scally Wag Ranch	\$11.75	\$33,840.00
10	3020	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant, or Alpha Farm Storage Facility, or Compost Facility to Leonard Ranch	\$11.75	\$35,485.00
11	4500	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to Yenni Ranch	\$14.00	\$63,000.00
12	4000	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to Twin House Farm	\$11.75	\$47,000.00
13	2400	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to Twin Vista Ranch	\$11.75	\$28,200.00
14	3800	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to BBRRBR, LLC Ranch	\$11.75	\$44,650.00
15	5400	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to Herzog Ranch	\$11.75	\$63,450.00
16	4000	Wet Ton/Year	Haul Biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to Crane Ranch	\$11.75	\$47,000.00
17	11,000	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant to Lystek Facility at Fairfield Suisun Sewer District Treatment Plant	\$22.00	\$242,000.00
			ONE YEAR GRAND TOTAL		\$725,395.00

Note: Tonnages listed are maximum amounts of Biosolids that could be hauled to each site. Total quantities are not guaranteed and can vary throughout the contract based on the as needed basis for services. The City's Biosolids Coordinator will determine the actual quantity of biosolids hauled by CONTRACTOR to each site as required.

The estimated tonnage listed above identifies all locations that may be required to haul biosolids from, in combination of one location or another, but will more than likely not exceed hauling a combination of 45,000 wet ton annually.

Site addresses:

Laguna Treatment Plant, 4300 Llano Road, Santa Rosa, CA
Compost Facility, 4301 Llano Road, Santa Rosa, CA
Alpha Storage Facility, 3000 Llano Road, Santa Rosa, CA
Brown Farm, 2200 Llano Road, Santa Rosa, CA
Stone Farm, 5750 Occidental Road, Santa Rosa, CA
Jacobsen Ranch, 5070 Lakeville Highway, Petaluma, CA
Redwood Landfill, 8950 Redwood Highway, Novato, CA
SallyWag Ranch, 7670 Lakeville Highway, Petaluma, CA
Leonard Ranch, 7698 Reclamation Road, Petaluma, CA
Yenni Ranch, 5400 Sears Point Road, Sonoma, CA
Twin House Farm, 7360 & 7350 Lakeville Hwy, Petaluma, CA
Twin Vista Ranch, 7750 & 7700 Lakeville Hwy, Petaluma, CA
BBRRBR, LLC Ranch, 3900 Hwy 37, Petaluma, CA
Herzog Ranch, 7689 Lakeville Hwy, Petaluma, CA
Crane Ranch, 6786 & 6788 Lakeville Highway, Petaluma, CA
Lystek International, Inc, (Organic Material Recovery Center), 1010 Chadbourne Road, Fairfield, CA