

**FIRST AMENDMENT
TO GENERAL SERVICES AGREEMENT NUMBER F001538
WITH REDWOOD LANDFILL, INC**

This First Amendment to Agreement number F001538, dated December 7, 2017 ("Agreement") is made as of this _____ day of _____, 2020, by and between the City of Santa Rosa, a municipal corporation ("City"), and Redwood Landfill, Inc, a California Corporation ("Contractor").

RECITALS

- A. City and Contractor entered into the Agreement for acceptance of City generated biosolids at landfill (Tipping Fees) as required by the City of Santa Rosa Compost Facility.
- B. City and Contractor now desire to amend the Agreement for the purpose of adding tipping fees for over product, extending the term for one year, and increasing compensation.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. SCOPE OF SERVICES

Effective August 20, 2020, Exhibit A to the Agreement is replaced by Exhibit A-1 to this Amendment.

2. TIME FOR PERFORMANCE

Effective August 20, 2020, Section 2 of the Agreement, is hereby amended to replace "October 30, 2020" with "October 31, 2021."

3. TERM, SUSPENSION, TERMINATION

Effective August 20, 2020, pursuant to Section 6(a) of the Agreement, the parties hereby agree to extend the term of the Agreement for an additional one year period.

4. COMPENSATION

Effective August 20, 2020, Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by \$231,325 to read as follows:

“The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in the Agreement shall not exceed the total sum of \$725,830. The Chief Financial Officer is authorized to pay all proper claims from Charge Number 130807-5321.”

5. COUNTERPARTS AND ELECTRONIC SIGNATURES

Section 21 (Counterparts and Electronic Signatures) is added to the Agreement after Section 20 (Authority; Signatures Required for Corporations) as follows:

“Section 21. 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 digital signature that cannot be positively verified by the City as an authentic electronic signature.”

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONTRACTOR:

Redwood Landfill, Inc.

TYPE OF BUSINESS ENTITY:

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

Signatures of Authorized Persons:

By:  _____
Barry Skolnick (Aug 11, 2010 10:40 PDT)

Print Name: Barry Skolnick

Title: President

By:  _____
David Stratton (Aug 11, 2010 10:42 PDT)

Print Name: David Stratton

Title: Vice President / Asst. Secretary

City of Santa Rosa Business Tax Cert. No.

_____ N/A _____

Attachment:

Exhibit A-1 – Scope of Services/Compensation Schedule

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: Daniel J. Galvin III

Title: Chairman of the Board

APPROVED AS TO FORM:

 _____
City Attorney (Aug 11, 2010 11:04 PDT)
Office of the City Attorney

ATTEST:

Board Secretary

EXHIBIT A - 1

Scope of Services/Compensation Schedule

The CONTRACTOR shall provide the necessary site(s) and handling services for disposal of biosolids generated at the CITY Laguna Wastewater Treatment Plant. The biosolids shall be transported to Redwood Landfill by the CITY's current biosolids hauling CONTRACTOR, or City Staff by City vehicle. The amount of biosolids to be transported to Redwood Landfill through October 31, 2021 is estimated at 3,500 wet ton, and will be approximately 15 - 20% solids by weight with no reuse requirements. Acceptable limits of Primary Sludge at 20%, Secondary or mixture of Primary and Secondary Sludge 15% or higher.

Biosolids must meet waste acceptance criteria as specified by the CONTRACTOR. The CITY will submit a biosolids quality analysis report on a schedule prescribed by the CONTRACTOR. A current biosolids quality analysis report is on file with CONTRACTOR.

The CITY will notify CONTRACTOR of plans to deliver more than 23 tons per day to ensure adequate daily capacity is available. The CONTRACTOR will be available to receive delivery of biosolids from the CITY a minimum of 8 hrs per day, 6 days a week. At the time of this contract, the CONTRACTOR may receive delivery of biosolids from the CITY during normal operating hours, Monday through Friday from 12:00 a.m. to 3:00 p.m. and Saturdays from 12:00 a.m. to 3:30 p.m., if needed. The CONTRACTOR will notify the CITY of any change in hours for receipt of biosolids a minimum of 30 days in advance.

The disposal cost (tipping fee) for biosolids during the contract term will be at a fixed rate of \$44.55 per wet ton. CONTRACTOR has the right to reject wastes that do not conform to the specifications set forth in this section or in the biosolids quality analysis report or which CONTRACTOR believes to be hazardous wastes as defined by State of California Administrative Code Title 22 and/or Redwood Landfill's Schedule #1 Profile Form.

The CONTRACTOR shall provide the necessary site(s) and handling services for receipt and disposal of "Over Product", a bi-product of biosolids composting that includes material that is considered garbage. The estimated delivery of Over Product through October 31, 2021 is 1,300 ton.

The disposal cost (tipping fee) for Over Product will be at a fixed rate of \$58.00 per ton.

Biosolids Material

3,500 Wet Ton x \$44.55/wet ton = \$155,925

Over Product

1,300 Ton x \$58.00/ton = \$75,400