

**THIRD AMENDMENT
TO GENERAL SERVICES AGREEMENT NUMBER F001601
WITH PONCIA FERTILIZER INC.**

This Third Amendment to Agreement number F001601, dated January 18, 2018 (“Agreement”) is made as of this _____ day of _____, 2020, by and between the City of Santa Rosa, a municipal corporation (“City”), and Poncia Fertilizer Inc. a California Corporation (“Contractor”).

RECITALS

- A. City entered into the Agreement for biosolids hauling services for the City of Santa Rosa Compost Facility, which was previously assigned to and assumed by Contractor on June 21, 2018, and First and Second Amendments.
- B. City and Contractor now desire to amend the Agreement for the purpose of extending the term of the Agreement for two years with a 10% increase in contract unit price, and increasing compensation.

AMENDMENT

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

1. SCOPE OF SERVICE

Effective January 1, 2021, Exhibit A is replaced by Exhibit A-1 to this Amendment.

2. TIME FOR PERFORMANCE

Effective January 1, 2021, Section 2 of the Agreement is amended to read as follows:

“The services described herein shall be provided in accordance with the schedule, set forth in Scope of Services through December 30, 2022. 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 the party.”

2. TERM, SUSPENSION, TERMINATION

Pursuant to Section 6(a) of the Agreement, the parties hereby agree to extend the term of the Agreement for an additional two years.

3. COMPENSATION

Effective January 1, 2021, Exhibits B-2 (which includes Exhibit B-2A & Exhibit B 2-B) are replaced by Exhibit B-3 to this Amendment. Section 4 of the Agreement is amended to increase compensation payable to Contractor under the Agreement by \$1,225,679.60 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 \$2,554,859.60. The Chief Financial Officer is authorized to pay all proper claims from Charge Number 130807-5321.”

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

Executed as of the day and year first above stated.

CONTRACTOR:

Poncía Fertilizer Inc.

TYPE OF BUSINESS ENTITY:

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

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: Daniel J. Galvin III

Title: Chairman of the Board

Signatures of Authorized Persons:

By: Andy Poncia
Andy Poncia (Sep 22, 2020 12:41 PDT)

Print Name: Andy Poncia

Title: President

By: Andy Poncia
Andy Poncia (Sep 22, 2020 12:41 PDT)

Print Name: Andy Poncia

Title: President

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

Board Secretary

City of Santa Rosa Business Tax Cert. No.

_____ N/A _____

Attachment:

Exhibit B-3 – Compensation Schedule

EXHIBIT A-1

SCOPE OF SERVICE BIOSOLIDS HAULING SERVICES

OVERVIEW

The Contractor shall provide the necessary equipment and personnel for hauling Biosolids generated at the Laguna Wastewater Treatment Plant ("LTP"). 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 Contractor shall haul dewatered Biosolids from one of 3 locations:

- Laguna Wastewater Treatment Plant, 4300 Llano Road, Santa Rosa, CA 95407
- Alpha Biosolids Storage Facility, 3000 Llano Road, Santa Rosa, CA 95407
- Laguna Compost Facility, 4301 Llano Road, Santa Rosa, CA 95407

The Contractor shall haul dewatered Biosolids to any of following locations as directed by City's Project Manager:

- Lystek International, Inc. Facility, 1010 Chadbourne Rd, Fairfield, CA 94534
- Redwood Landfill, 8950 Redwood Hwy, Novato, California 94945
 - The City has obtained permission to dispose of the dewatered Biosolids at the Redwood Landfill disposal site located in Novato, California.
- Santa Rosa Compost Facility, 4301 Llano Rd, Santa Rosa, CA 95407
- Alpha Farm Biosolids Storage Facility, 3000 Llano Rd, Santa Rosa, CA 95407
- Various land application sites:
 - Brown Farm, 2200 Llano Road, Santa Rosa, CA 95401
 - Stone Farm, 5750 Occidental Road, Santa Rosa, CA 95401
 - Twin House Farm, 7630 & 7650 Lakeville Highway, Petaluma, CA 94954
 - Jacobsen Farm, 5070 Lakeville Highway, Petaluma, CA 94952
 - ScallyWag Farm, 7670 Lakeville Highway, Petaluma, CA 94952
 - Yenni Farm, 5400 Sears Point Road, Sonoma, CA 95476
 - BBRBR Farm, 3900 Highway 37, Petaluma, CA 94954
 - Leonard Farm, 7698 Reclamation Road, Petaluma, 94954
 - Herzog Farm, 7689 Lakeville Highway, Petaluma, CA 94954
 - Barella Farm, 7750 & 7700 Lakeville Highway, Petaluma, CA 94954
 - Crane Farm, 6786 & 6788 Lakeville Hwy, Petaluma, CA 94952

EQUIPMENT

The Contractor shall provide trailers/vehicles that can haul a minimum of 22 wet tons of dewatered Biosolids per trip. Only during emergency situations may Contractor be allowed to use a trailer/vehicle that hauls less than 22 wet tons. Hauling trailers must be 100% sealed to prevent leakage, as required by Sonoma County Department of Health Services, Environmental Health Division for the hauling of Biosolids. The Contractor will be required to submit copies of appropriate insurance policies and/or Certificates of Insurance for all equipment used during the course of this contract.

Contractor shall supply good running equipment, which meets City approval, to haul dewatered Biosolids in the quantities specified each day. Contractor shall provide the City with a detailed list of the equipment to be used (including equipment dimensions, age, service records, and emissions certification) with a detailed explanation of their operating procedure, including references to said equipment and references to personnel that shall carry out said procedures. California Emissions Retrofit Date will be required for all vehicles older than 2008.

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 at any time, 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 will be under no obligation to perform said inspection.

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 trailers/vehicles capable of containing the designed load. The Contractor shall provide documentation showing proof of possession of a "Refuse Vehicle Permit for Collection, Hauling or Transporting of Solid Waste in Sonoma County", issued from the County of origin, Sonoma County Department of Health Services, Environmental Health Division.

BIOSOLIDS TO BE HAULED

The dewatered Biosolids to be hauled shall originally discharge from the Belt Press Hopper at the Laguna Treatment Plant. Contractor shall enter and exit the LTP through the middle or south entrances on Llano Road. Biosolids to be hauled may alternately be picked up from the Alpha Biosolids Storage Facility or the Laguna Compost Facility.

The dewatered Biosolids shall have a solids content of approximately fifteen (15%) percent. Under normal operations there will be 22-176 wet tons of dewatered Biosolids to be hauled from the LTP each day Monday through Saturday, inclusive. Additional amounts to be hauled will be picked up at Alpha Biosolids Storage Facility or Compost Facility. The actual daily quantities to be hauled will be determined by City staff.

The Contractor is required to remove residual Biosolids material from his/her equipment prior to reentering public roadways. No wash down facilities exist at the Redwood Landfill disposal site or at Land Application sites for use by the Contractor. Wash down facilities are available at the Laguna Treatment Plant, the Compost Facility location, the Alpha Storage Facility and at the Lystek Facility. All hauling trailers/vehicles shall be equipped with a scraper, shovel, broom and/or other tools as necessary to allow the driver to clean the equipment prior to reentering public roadways.

HAULING REQUIREMENTS SCHEDULE

- A.** For the time period of November 1 to April 30 - Contractor will provide one trailer/vehicle with driver per week to transport a minimum of one (1) load, maximum of (8) loads (minimum 22 tons per load) of Biosolids per work day for each work week (defined as Monday-Saturday 5:00a.m. – 5:00p.m.) from the Laguna Treatment Plant Hopper to the locations noted below as directed by City Project Manager.
- i.** Lystek Facility located at the Fairfield-Suisun Sewer District Treatment Plant.
 - ii.** Redwood Landfill located at 8950 Redwood Highway, Novato, CA
 - iii.** Santa Rosa Compost Facility, 4301 Llano Rd, Santa Rosa, CA 95407
 - iv.** Alpha Farm Biosolids Storage Facility, 3000 Llano Rd, Santa Rosa, CA 95407
- The actual daily quantities to be hauled will be determined by City Staff.

- B.** During land application season – defined as May 1 to October 31 – the Contractor will be required to have one (1) trailer/vehicle, with driver, to be available at all times during normal Laguna Treatment Plant Hopper operations (defined as Monday-Saturday 5:00a.m. – 5:00p.m.) to transport Biosolids from the Laguna Treatment Plant Hopper to Redwood Landfill, Lystek Facility, Compost Facility, Alpha Farm Biosolids Storage Facility or designated land application sites as directed by City Staff. In addition, Contractor will be required to have three (3) additional trailers/vehicles, with driver for each, available upon request of City Project Manager, with 48-hour minimum notice, to be available at all times Monday-Friday 4:00a.m. – 2:00p.m. to haul Biosolids from Alpha Biosolids Storage Facility and/or Compost Facility to land application sites as directed by City Staff. Delivery sites will be determined by City Project Manager.

HAULING/WEIGHT TAGS

City will provide Contractor at time of loading vehicle/trailer with a Hauling/Weight Tag for each load of Biosolids. The Hauling/Weight Tag will be filled out by City staff at the time of loading the trailer/vehicle. The Contractor's Driver will provide the destination as directed by the City Project Manager, including farm and

field as applicable, to the City staff person filling out the tag.

All Hauling/Weight tags for Biosolids hauling originating at the Laguna Treatment Plant shall be turned in daily to personnel at the LTP 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 LTP employee prior to the truck load leaving the plant.

All Hauling/Weight tags for Biosolids hauling originating at the Alpha Storage Facility will be turned in to City personnel 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 Hauling/Weight tags for Biosolids hauling originating at the Compost Facility will be turned in to City personnel to be used for reconciliation of tonnage and subsequent payment by the City. Said weight shall be verified by City personnel using Compost Facility scale or loader scale prior to truck load leaving the location.

INVOICES

Contractor will invoice City on a calendar-month basis for the previous month's hauling as applicable. Invoices must include verifiable documentation for amount of tonnage hauled per origin and destination as agreed upon in Contract Compensation Schedule (Attachment B). Unverifiable billing will be denied unless agreed upon between the contract parties. Invoices shall be submitted to:

City of Santa Rosa
Attn: Zachary Kay
4300 Llano Road
Santa Rosa, CA 95407

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. Contractor shall also be responsible, at Contractor's sole cost and expense, for all clean-up of any amount of Biosolids that may fall off the truck, trailer or other equipment during transport onto any paved roadways or property other than at Santa Rosa's Compost Facility located at 4301 Llano Rd. Contractor shall perform such clean up immediately upon observation of hauler/driver, or immediately upon notification by City of Santa Rosa Staff or other party.

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.

NOTE: There will be no exceptions to the above requirements allowed unless prior authorizations granted by the City in writing.

EXHIBIT B -3

**COMPENSATION SCHEDULE
(Effective January 1, 2021 through December 31, 2022)**

<u>ITEM</u>	<u>QTY*</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT COST/TON</u>	<u>EXTENDED TOTAL</u>
1	4,000999	Tons	Haul biosolids from Laguna Treatment Plant to Compost Facility	\$4.13	\$ 16,520
2	15,000	Tons	Haul biosolids from Laguna Treatment Plant and/or Compost Facility to Alpha Storage Facility	\$4.95	\$ 74,250
3	4,680	Tons	Haul biosolids from Alpha Storage Facility, Laguna Treatment Plant and/or Compost Facility to Brown Farm	\$4.95	\$ 23,166
4	840	Tons	Haul Biosolids from Alpha Storage Facility, Laguna Treatment Plant and/or Compost Facility to Stone Farm	\$4.95	\$ 4,158
5	1,000	Tons	Haul biosolids from Laguna Treatment Plant and/or Compost Facility to Redwood Landfill	\$12.10	\$ 12,100
6	5,480	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Jacobsen Farm	\$12.10	\$ 66,308
7	3,080	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to ScallyWag Farm	\$12.10	\$ 37,268
8	3,020	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Leonard Farm	\$12.10	\$ 36,542
9	11,000	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Yenni Farm	\$14.30	\$157,300
10	4,776	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Twin House Farm	\$12.10	\$ 57,789.60
11	3,640	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Barella Farm	\$12.10	\$ 44,044
12	9,160	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to BBRRBR Farm	\$12.10	\$110,836
13	4,380	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Herzog Farm	\$12.10	\$ 52,998
14	4,000	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Crane Farm	\$12.10	\$ 48,400
15	22,000	Tons	Haul biosolids from Laguna Treatment Plant to Lystek Facility at Fairfield-Suisun Sewer District Treatment Plant	\$ 22.00	\$484,000
			Total		\$1,225,679.60

Note: Unit Quantities are estimates based on full 2 year maximums.

EXHIBIT A-1

SCOPE OF SERVICE **BIOSOLIDS HAULING SERVICES**

OVERVIEW

The Contractor shall provide the necessary equipment and personnel for hauling Biosolids generated at the Laguna Wastewater Treatment Plant (“LTP”). 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.

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 - i. Lystek Facility located at the Fairfield-Suisun Sewer District Treatment Plant.

- ii. Redwood Landfill located at 8950 Redwood Highway, Novato, CA
 - iii. Santa Rosa Compost Facility, 4301 Llano Rd, Santa Rosa, CA 95407
 - iv. Alpha Farm Biosolids Storage Facility, 3000 Llano Rd, Santa Rosa, CA 95407
- The actual daily quantities to be hauled will be determined by City Staff.

- B.** During land application season – defined as May 1 to October 31 – the Contractor will be required to have one (1) trailer/vehicle, with driver, to be available at all times during normal Laguna Treatment Plant Hopper operations (defined as Monday-Saturday 5:00a.m. – 5:00p.m.) to transport Biosolids from the Laguna Treatment Plant Hopper to Redwood Landfill, Lystek Facility, Compost Facility, Alpha Farm Biosolids Storage Facility or designated land application sites as directed by City Staff. In addition, Contractor will be required to have three (3) additional trailers/vehicles, with driver for each, available upon request of City Project Manager, with 48-hour minimum notice, to be available at all times Monday-Friday 4:00a.m. – 2:00p.m. to haul Biosolids from Alpha Biosolids Storage Facility and/or Compost Facility to land application sites as directed by City Staff. Delivery sites will be determined by City Project Manager.

HAULING/WEIGHT TAGS

City will provide Contractor at time of loading vehicle/trailer with a Hauling/Weight Tag for each load of Biosolids. The Hauling/Weight Tag will be filled out by City staff at the time of loading the trailer/vehicle. The Contractor's Driver will provide the destination as directed by the City Project Manager, including farm and field as applicable, to the City staff person filling out the tag.

All Hauling/Weight tags for Biosolids hauling originating at the Laguna Treatment Plant shall be turned in daily to personnel at the LTP 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 LTP employee prior to the truck load leaving the plant.

All Hauling/Weight tags for Biosolids hauling originating at the Alpha Storage Facility will be turned in to City personnel 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 Hauling/Weight tags for Biosolids hauling originating at the Compost Facility will be turned in to City personnel to be used for reconciliation of tonnage and subsequent payment by the City. Said weight shall be verified by City personnel using Compost Facility scale or loader scale prior to truck load leaving the location.

INVOICES

Contractor will invoice City on a calendar-month basis for the previous month's hauling as applicable. Invoices must include verifiable documentation for amount of tonnage hauled per origin and destination as agreed upon in Contract Compensation Schedule (Attachment B). Unverifiable billing will be denied unless agreed upon between the contract parties. Invoices shall be submitted to:

City of Santa Rosa
Attn: Zachary Kay
4300 Llano Road
Santa Rosa, CA 95407

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. Contractor shall also be responsible, at Contractor's sole cost and expense, for all clean-up of any amount of Biosolids that may fall off the truck, trailer or other equipment during transport onto any paved roadways or property other than at Santa Rosa's Compost Facility located at 4301 Llano Rd. Contractor shall perform such clean up immediately upon observation of hauler/driver, or immediately upon notification by City of Santa Rosa Staff or other party.

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.

NOTE: There will be no exceptions to the above requirements allowed unless prior authorizations granted by the City in writing.

EXHIBIT B -3

**COMPENSATION SCHEDULE
(Effective January 1, 2021 through December 31, 2022)**

<u>ITEM</u>	<u>QTY*</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT COST/TON</u>	<u>EXTENDED TOTAL</u>
1	6,600*	Tons	Haul biosolids from Laguna Treatment Plant to Compost Facility	\$4.13	\$ 27,258
2	16,800*	Tons	Haul biosolids from Laguna Treatment Plant and/or Compost Facility to Alpha Storage Facility	\$4.95	\$ 83,160
3	4,680	Tons	Haul biosolids from Alpha Storage Facility, Laguna Treatment Plant and/or Compost Facility to Brown Farm	\$4.95	\$ 23,166
4	840	Tons	Haul Biosolids from Alpha Storage Facility, Laguna Treatment Plant and/or Compost Facility to Stone Farm	\$4.95	\$ 4,158
5	200	Tons	Haul biosolids from Alpha Storage Facility to Compost Facility	\$4.95	\$ 990
6	3,000	Tons	Haul biosolids from Laguna Treatment Plant and/or Compost Facility to Redwood Landfill	\$12.10	\$ 36,300
7	5,480	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Jacobsen Farm	\$12.10	\$ 66,308
8	3,080	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to ScallyWag Farm	\$12.10	\$ 37,268
9	3,020	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Leonard Farm	\$12.10	\$ 36,542
10	11,000	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Yenni Farm	\$14.30	\$157,300
11	4,776	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Twin House Farm	\$12.10	\$ 57,789.60
12	3,640	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Barella Farm	\$12.10	\$ 44,044
13	9,160	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to BBRRBR Farm	\$12.10	\$110,836
14	4,380	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Herzog Farm	\$12.10	\$ 52,998
15	4,000	Tons	Haul biosolids from Laguna Treatment Plant, Compost Facility and/or Alpha Storage Facility to Crane Farm	\$12.10	\$ 48,400
16	22,000	Tons	Haul biosolids from Laguna Treatment Plant to Lystek Facility at Fairfield-Suisun Sewer District Treatment Plant	\$ 22.00	\$484,000
			Total		\$1,270,517.60

Note: Unit Quantities is estimates based on full 2 year maximums.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

**CITY OF SANTA ROSA ITS OFFICERS AGENTS EMPLOYEES
AND VOLUNTEERS
55 STONY POINT RD SANTA ROSA CA 95401**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

No such person or organization is an additional insured for liability arising out of the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION III - LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured are those specified in the written contract between you and the additional insured, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when it is excess as provided under part b., below. When this insurance is primary, we will not seek contribution from other insurance available to the person or organization shown in the Schedule of this endorsement.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability

insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance available to the additional insured permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance available to the additional insured does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All terms and conditions of this policy apply unless modified by this endorsement.

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D. With respect to the insurance provided to the person or organization shown in the Schedule of the Endorsement, **Condition 4. Other Insurance** is replaced by the following:

When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit". If no other



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Corporation - Statement of Information No Change

Entity Name:

Entity (File) Number: C4111005
File Date: 09/07/2020
Entity Type: Corporation
Jurisdiction: CALIFORNIA
Document ID: GJ30261

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Andrew J Poncia

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GJ

Document ID: