

# Attachment 1

## AGREEMENT FOR ACCEPTANCE OF BIOSOLIDS AND LAND APPLICATION

Agreement No. F001429

This Agreement for Acceptance of Biosolids and Land Application ("Agreement") dated 6/16, 2017 is between the City of Santa Rosa, a municipal corporation ("CITY"), and Gilardi & Jacobsen Ag Services, Inc., as the user ("USER"). CITY and USER shall be collectively referred to herein as "Parties".

### Recitals

- A. USER leases certain farmland of approximately 400 acres, which is a portion of that real property identified as Assessor's Parcel No. 068-130-013, more particularly located and described in Exhibit A attached (hereinafter the "Farm") from BBRRBR LLC ("OWNER").
- B. CITY operates the Laguna Wastewater Treatment Plant 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 CITY's Biosolids for application to the cropland on the Farm for the considerations and under the terms and conditions set forth in this Agreement.
- D. USER represents to the CITY that it is fully qualified to accept and spread Biosolids for land application at the Farm.
- E. The parties have negotiated upon the terms pursuant to which USER will receive Biosolids and apply Biosolids to cropland on Farm and have herein reduced such terms to writing.

### Agreement

#### 1. Entire Agreement

This Agreement consists of the following documents, in order of precedence, all which as hereby referenced are incorporated herein and made part of this Agreement, and shall be the entire agreement between parties:

- a) This Agreement (including Attachment One – Insurance Requirements);
- b) Exhibit A - BBRRBR Farm

#### 2. Term

The term of the Agreement shall be for a period from date of execution by City to April 30, 2018. CITY and USER may, upon mutual written agreement of all parties, extend this Agreement for up to one 4-year extension, two 2-year extensions, four 1-year extensions, or any combination of extensions not exceeding a total of four years.

#### 3. Biosolids Management System ("BMS") Training

CITY shall provide BMS training to USER on an annual basis to meet CITY BMS and regulatory requirements. CITY shall provide updates as they relate to the CITY's Biosolids Management System Manual dated 3/10/17 (the "BMS Manual") and contractor activities and requirements. CITY shall provide the link to the BMS Manual, a copy of the City's Emergency Response Plan, the City's Biosolids Fact Sheet, an emergency contact list and other contractor related documents to USER deemed necessary at the time of training. USER is responsible for understanding and following the requirements and Emergency Response Plan as described in the training and the documents provided to the USER.

#### **4. Receipt of Biosolids**

USER agrees to receive Biosolids on the Farm from May 1 to October 31 (hereinafter, this period is referred to as the "season"). USER and CITY agree to work cooperatively to identify the appropriate amount of Biosolids to be delivered to the Farm each year based on the number of acres, type of crop and the constituents of the Biosolids. USER and CITY shall agree on the acreage on Farm to receive Biosolids for each then-current crop season. No minimum quantity of Biosolids is guaranteed by this agreement, although the City will attempt to supply as much Biosolids as possible.

#### **5. Biosolids Quality**

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.

#### **6. Biosolids Delivery, Application and Incorporation**

6.1 CITY shall supply Biosolids to USER for the term and under the conditions of this Agreement in the amount determined by CITY and USER based on Biosolids availability and the amount that can beneficially applied on the Farm in accordance with Section 4 above. USER agrees to comply with all of CITY's requirements as well as the requirements in the CITY's permits from the San Francisco Bay Regional Water Quality Control Board ("SFBRWQCB") and Sonoma County Department of Health Services ("County Health") as applicable to Biosolids land application, as may be amended from time to time, including:

- a) Biosolids shall be applied by USER at no more than acceptable agronomic rates, i.e. rates at which the applied Biosolids-borne nitrogen does not exceed the estimated nitrogen requirement of the crop.
- b) Biosolids shall be delivered by CITY and spread and incorporated by USER using the following minimum setback distances for Biosolids staging and land application:
  - 1) 10 feet from property lines. This requirement may be waived when property lines are adjacent to properties also using Biosolids as a soil amendment.
  - 2) 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 SFBRWQCB Executive Officer, and SFBRWQCB Executive Officer agrees in writing, that the ground water, geologic, topographic and well construction conditions at the specific site are adequate to protect the ground water using the supply well.
  - 3) 100 feet from non-domestic water supply wells. A lesser setback (not to be less than 25 feet) may be used if the discharger can demonstrate to the SFBRWQCB Executive Officer, and SFBRWQCB Executive Officer agrees in writing, 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.

- 4) 50 feet from public road and occupied onsite residences.
- 5) 100 feet from surface waters, including wetlands, creeks, ponds, lakes, underground aqueducts and marshes.
- 6) 33 feet from primary agricultural drainage ways.
- 7) 500 feet from occupied non-agricultural building and off-site residences.
- 8) 400 feet from a domestic water supply reservoir.
- 9) 200 feet from a primary tributary to a domestic water supply.
- 10) 2500 feet from any domestic surface water supply intake.

6.2 The CITY shall transport the Biosolids material for land application. The USER shall allow CITY to store Biosolids at a location on the Farm deemed suitable by USER and CITY. Such storage shall be only for the purpose of accumulating Biosolids for efficient application on the Farm. Each season, CITY shall remove any remaining Biosolids from such storage sites immediately following the completion of Biosolids application on Farm and notice from USER that it has completed Biosolids application. USER shall provide all equipment and labor to load and apply the stockpiled material.

6.3 Each season, USER shall inform CITY of its cropping plans and desired available nitrogen application. CITY shall determine the total amount of Biosolids to be applied that season based on USER's desired available nitrogen application and the estimated available nitrogen content of the Biosolids. Such application shall not exceed the estimated crop nitrogen requirement.

6.4 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 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.

6.5 USER understands and agrees that CITY's intent in determining the appropriate Biosolids application rates for the crops is to provide estimated nitrogen requirement of the crops. USER further understands and agrees that, since the Biosolids application rates are based only on estimated crop nitrogen requirements and estimated available nitrogen content of the Biosolids, CITY does not warrant or guarantee that the Biosolids-borne nitrogen application will be the actual nitrogen requirement of the crop and shall not in any way be held responsible by USER for not having supplied the full optimum nitrogen requirement of the crop. USER shall be responsible for determining if additional fertilizer nutrients of any type are necessary and application of additional fertilizer or nutrients shall be at USER's sole cost.

6.6 USER shall be responsible for informing its employees that Biosolids are being applied on the land and shall supply dust masks for those employees during the Biosolids application and incorporation operations.

6.7 USER is required to remove residual Biosolids material from its equipment prior to reentering public roadways.

## **7. Liming of Soils**

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.

**8. Special Spraying**

USER recognizes that, as a result of the application of Biosolids, excessive weeds may grow with the crop primarily because of the added nitrogen. CITY agrees to reimburse USER, pursuant to Section 12 below, for the cost of the actual herbicide purchased and used by USER on the areas of the USER's farm that received Biosolids during the crop season in which weed spraying is necessary. CITY agrees to reimburse USER after the completion of herbicide spraying, and upon receipt of invoice and a copy of all receipts from USER. USER agrees to select and apply the herbicide at its sole cost. USER shall determine the need for spraying and shall assume all responsibility for the results of the spraying. USER shall apply the herbicide in a safe manner and shall follow all applicable state and county laws and regulations.

**9. Site Monitoring**

CITY shall be responsible for implementing and conducting any monitoring program required by the SFBRWQCB and County Health and shall be responsible for maintaining and following the permit requirements relative to the application of Biosolids. CITY shall be responsible for maintaining records of Biosolids application including nutrient, metals, and total Biosolids loadings. Said records shall be made available to USER upon request. Also, at the request of USER, CITY shall sample and analyze the drainage water pumped by USER during the wintertime. Any requested sampling and analysis will be conducted a minimum of two (2) times during the pumping season. The laboratory analyses will be for regulated metals and electrical conductivity.

**10. Road Maintenance**

CITY understands that dust control may be required during the season when Biosolids and Lime are delivered to Farm. CITY shall be responsible for acquiring the services of a contractor to furnish all equipment, labor, transportation and application of "Dust Off" product at the Farm if determined necessary by CITY in its reasonable discretion. Area of application shall be limited to the roads used for Biosolids and Lime delivery, and will be completed twice. The first application shall be done just prior to harvest. The second application shall be done just prior to the hauling of Biosolids and Lime onto the site.

**11. 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 said property. When entering the Farm, CITY's agents, employees, officials, or contractors shall take reasonable care to not disrupt USER's agricultural operations.

## **12. Compensation**

12.1 As compensation to USER hereunder, CITY shall pay USER as follows:

\$3.25 per wet ton for application of Biosolids;

\$7.07 per ton for application of Lime;

\$40.00 per acre for application of herbicides; and

\$2,500 reimbursement for fee being charged to USER by OWNER for the application of Biosolids on OWNER's property.

12.2 Total maximum compensation to be paid hereunder shall in no event exceed the sum of \$24,375 for spreading of Biosolids and Lime, \$16,520 for spraying of herbicide and \$2,500 for Biosolids application fee. The Chief Financial Officer is authorized to pay all proper claims from Charge Number 130807-5321.

## **13. Payment to the USER**

Payment will be made on a calendar-month basis in arrears. The USER shall submit an invoice to the City of Santa Rosa, Compost Facility, 4300 Llano Road, Santa Rosa, CA 95407, along with copies of all receipts. Processing of payment will be delayed for USER's failure to include reference to Agreement (including Number) on the invoice or 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 interests, whether or not such requirements are contained in the USER'S invoice.

## **14. Fines**

The USER is responsible for payment of any fines charged directly to the USER. Amount for fines charged to the CITY that are a result of deficient or negligent USER performance shall be deducted by the CITY from payments due to the USER.

## **15. General Conditions**

- a) The captions of this Agreement shall have no effect on interpretations of this Agreement or any part thereof.
- b) This Agreement contains agreements of the parties with regard to the subject of the Agreement and cannot be enlarged, modified, or changed in any respect except by written agreement between the parties.

## **16. Indemnify 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 same results from or arises out of the performance of the Agreement by USER, its officers, employees, agents, and subcontractors, excepting only that resulting from the sole, active negligence of intentional misconduct of the 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 employees' benefits acts.

## 17. 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 and made part of this Agreement by this reference. Maintenance of the insurance coverage as set forth in Attachment One is a material element of the 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, whereas the CITY shall be entitled to all rights and remedies at law or in equity, including but not limited to 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 19 below, retains or utilizes any subcontractor or sub-consultants in the provision of any services to the 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 the "Insurance Requirements" at Attachment One.

## 18. Termination

18.1 This Agreement may be terminated:

- a) By CITY at any time if:
  - 1) USER fails to conform to the requirements of this Agreement; or
  - 2) USER seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; or
  - 3) Any legal proceedings are commenced against USER which may interfere with the performance of this Agreement; or
  - 4) USER has failed to supply an adequate working force, or material of proper quality or has failed in any other respect to prosecute the work with 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 the 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.
  - 5) 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.
- b) By CITY or USER upon 30 days' notice to the other in writing of its intent to terminate the Agreement.
- c) By CITY effective immediately upon posting written notice if ordered to do so by any government authority having jurisdiction over such matters.

- 18.2 If the Agreement is terminated by the CITY, USER shall have no claim against CITY based upon damage to or loss of crops due to insufficient nutrients having been applied.
- 18.3 Any termination of the Agreement shall not relieve CITY or USER of their obligations described in this Agreement pertaining to Biosolids already delivered to Farm.
- 18.4 Upon such termination, USER shall submit to the CITY an itemized statement of services performed to the date of the termination.

**19. Assignment**

USER shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of CITY, in CITY's sole and absolute discretion. USER agrees that prior to contracting for or otherwise engaging any subcontractors, other persons or entities for use or assistance in performance under this Agreement, the names shall be submitted to and approved by CITY.

**20. Independent Contractor**

The parties intend that the USER, in performing services herein specified, shall act as an Independent Contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with CITY. USER is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, medical or dental plans, or any other benefit provided by CITY for its employees.

**21. Legal Requirements and Permits**

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) OSHA; and (iii) the Immigration Reform and Control Act of 1986. It shall be the sole obligation hereunder of USER to obtain any and all licenses, permits and/or clearances necessary and appropriate for performance of the work. USER shall, if requested by CITY, provide certification and evidence of such compliance.

**22. Retention of Records**

USER shall be required to retain any records necessary to document the charges for goods to be provided or services to be performed 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.

**23. Legality**

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**24. California Law: Venue**

This Agreement shall be governed according to the laws of the State of California. Because this Agreement is to be performed in the County of Sonoma, the parties hereto agree that the forum for the adjudication of any dispute regarding the Agreement or enforcement shall be brought exclusively and solely in Sonoma County, California.

**25. Binding Parties**

The 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 parties' respect of all promises and Agreements contained herein.

**26. Waiver**

A waiver of a breach or default under this Agreement shall not be a waiver of any other or subsequent default.

**27. Authority; Signatures Required for Corporations**

USER hereby represents and warrants to the CITY that it is (a) is 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.

The City of Santa Rosa and Gilardi & Jacobsen Ag Services, Inc. have each caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

**28. Notices**

Any notice necessary to be given to either party by the other relative to this Agreement shall be in writing. Both parties agree that any such notice shall be effective when deposited, postage paid, in the United States mail addressed as follows:

CITY:  
City of Santa Rosa  
Biosolids Coordinator  
4300 Llano Road  
Santa Rosa, CA 95407

USER:  
Gilardi & Jacobsen Ag Services, Inc.  
Craig Jacobsen/Brian Gilardi  
5070 Lakeville Highway  
Petaluma, CA 94954

CITY and USER have executed the Agreement as of the date first written above.

**CITY OF SANTA ROSA** *Z*  
A Charter City

By *[Signature]* *MJP 6/6/17*  
City Manager

**USER**

**Gilardi & Jacobsen Ag Services, Inc.**

By *[Signature]*  
Name *Craig Jacobson*  
Title *Pres.*

APPROVED AS TO FORM:

*[Signature]*  
City Attorney

By *[Signature]*  
Name *Karin Bilardi*  
Title *Secretary*

Taxpayer ID # *39-2454704*

**ATTACHMENT ONE  
INSURANCE REQUIREMENTS FOR  
GENERAL SERVICES AGREEMENTS**

**A. Insurance Policies:** Contractor shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. <b>Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.</b>
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions.
2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:

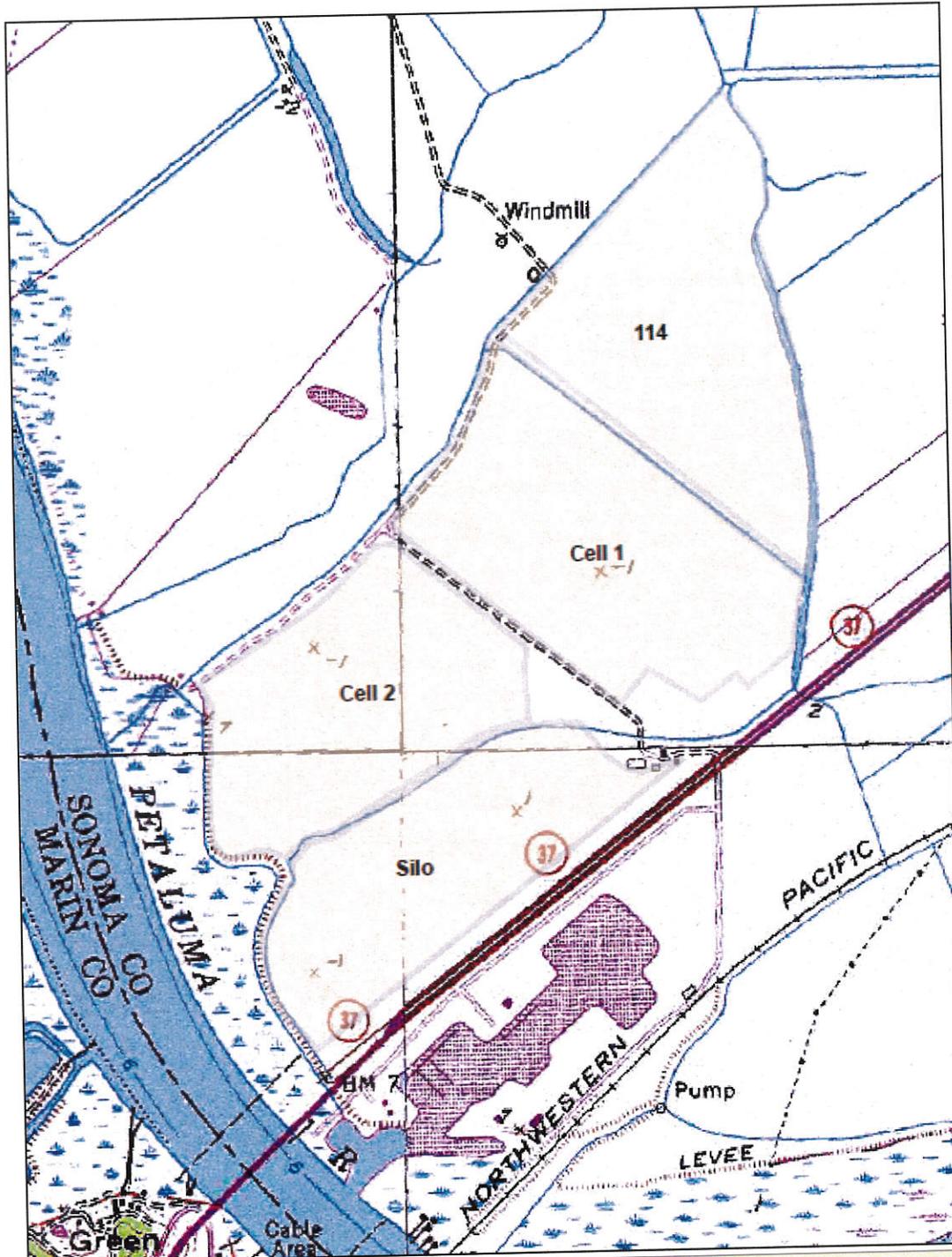
- a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
- b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

# EXHIBIT A



CITY OF SANTA ROSA - UTILITIES ENGINEERING - PLANNING & TECHNOLOGY

**BRRBR BIOSOLIDS APPLICATION SITE**

- Monitoring Well
- Author: Utilities Engineering, Planning & Tech. (GAC)
- Project: California State Plans, Zone II, NAD83, US Feet
- Date Source: USGS 24K topo, Utilities GIS Data

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

0 0.05 0.1 0.2 0.3 0.4 Miles



**Salomon, Patricia**

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*Keep with*

*Insurance  
certificate*

**From:** Kurihara, Dominique  
**Sent:** Tuesday, May 30, 2017 12:40 PM  
**To:** Salomon, Patricia  
**Cc:** Baxter, Aimee  
**Subject:** RE: Agreement for Acceptance of Biosolids and Land Application

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Approved

Dominique Kurihara | Risk Manager  
Human Resources Department | Risk Management Division  
635 First Street | Second Floor | Santa Rosa, CA 95404  
Tel. (707) 543-4656 | Fax (707) 543-3064 | [dkurihara@srcity.org](mailto:dkurihara@srcity.org)



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**From:** Salomon, Patricia  
**Sent:** Thursday, May 25, 2017 3:08 PM  
**To:** Kurihara, Dominique <[DKurihara@srcity.org](mailto:DKurihara@srcity.org)>  
**Cc:** Baxter, Aimee <[Abaxter@srcity.org](mailto:Abaxter@srcity.org)>  
**Subject:** Agreement for Acceptance of Biosolids and Land Application

Hi Dominique,

I have received the attached certificate of insurance and endorsements on several Biosolid Agreements. Please advise if these are acceptable for these agreements.

Thanks,

Patti Salomon | Paralegal  
City Attorney's Office | 100 Santa Rosa Avenue, Room 8 | Santa Rosa, CA 95404  
Tel. (707) 543-3058 | Fax (707) 543-3055  
[psalomon@srcity.org](mailto:psalomon@srcity.org)



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The information contained in this electronic mail transmission is confidential and intended to be sent only to the stated recipient of the transmission. It may therefore be protected from unauthorized use or dissemination by the attorney-client privilege and/or the attorney work product rule.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cheda, Thwaites, & Soper Insurance 1345 Redwood Way Petaluma, CA 94954	CONTACT NAME: Ryan Cheda	FAX (A/G, No):
	PHONE (A/G, No, Ext): 707-794-9950	E-MAIL ADDRESS: tee@ctsagency.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Gilardi & Jacobsen Ag Services Inc 5070 Lakeville Hwy Petaluma, CA 94954-9518	INSURER A: Nationwide Agribusiness	
	INSURER B: The Zenith	<b>APPROVED AS TO FORM CITY ATTORNEY.</b>
	INSURER C:	
	INSURER D:	
	INSURER E:	BY
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Farm Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC OTHER:	X	FPK 7850976473	10/04/2016	10/04/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$1000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	FPK BAN 7850976473	10/04/2016	10/04/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Par person) \$ BODILY INJURY (Par accident) \$ PROPERTY DAMAGE (Par accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		FPK 7850976473	10/04/2016	10/04/2017	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	C126928103	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

for various jobs to be done for the city of Santa Rosa who is named as additional insured

CERTIFICATE HOLDER City of Santa Rosa Utilities Dept 4301 Llano Rd Santa Rosa, CA 95407	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  TMA
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FORM 8110  
 ADDITIONAL INFORMATION SUPPLEMENTAL DECLARATIONS

Form	DESCRIPTION
FP70526	EXTENDED FARM OFFICE EQUIPMENT 001/012
FL70610	ADDITIONAL INSURED-DESIGNATED OPERATION, LOCATION OR EQUIP B.B.R.R.B.R., LLC AND BERG HOLDINGS, INC RE: LOC 005 THE CITY OF SANTA ROSA, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS TOM ATWOOD RE: LOC 004 & 012 HERITAGE GST PARTNERSHIP - RE: LOC 004 HERITAGE GST TRUST FBO STEVEN A SANGIACOMO UNDER THE ROBERT B. SANGIACOMO LIVING TRUST DATED 06/23/89 - RE: LOC 004 HERITAGE GST TRUST FBO MICHAEL J SANGIACOMO UNDER THE ROBERT B. SANGIACOMO LIVING TRUST DATED 06/23/89 - RE: LOC 004
FP70543	CARGO COVERAGE LIMIT: \$10,000; DEDUCTIBLE: 500
FP70582	LIMITED FUNGI OR BACTERIA COVERAGE ENDORSEMENT - PROPERTY LIMIT: \$10,000
FP70586	ACCIDENTAL LIVESTOCK DEATH COVERAGE NUMBER OF HEAD (OWNED): 200 LIMIT PER HEAD: \$1000

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - DESIGNATED OPERATION, LOCATION OR EQUIPMENT COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

This endorsement applies only to the person(s) or organization(s) identified on Form 8110 (Additional Endorsement Information) of this policy.

Under Section C. WHO IS AN INSURED, in paragraph 2., each of the following is also an insured:

The persons or organizations shown on Form 8110, but only with respect to liability arising out of the designated operation or location or your use of equipment shown on Form 8110, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to "bodily injury", "property damage" or "personal and advertising injury" that arises out of, in whole or in part, or is a result of, in whole or in part, the active or primary negligence of any person or organization designated as an additional insured on Form 8110.

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5.00% of the California workers compensation premium otherwise due on such remuneration.

Minimum Premium: \$0.00

Schedule

Person or Organization

City of Santa Rosa  
100 Santa Rosa Ave.  
Santa Rosa, Ca 95404  
All California Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2017  
Insured GILARDI & JACOBSEN AG SERVICES, INC. [A CORP.]  
Policy No. C126928103  
Policy Period 01/01/2017 To 01/01/2018  
Issued On 12/05/2016

ZNAT INSURANCE COMPANY - 30414



PRESIDENT

At Pleasanton, CA

Endorsement No. 15

WC-04-03-06B  
(Ed. 10-07)

Agent Copy

Alex Padilla  
California Secretary of State

## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Tuesday, May 16, 2017. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C3506672 GILARDI & JACOBSEN AG SERVICES, INC.

<b>Registration Date:</b>	09/10/2012
<b>Jurisdiction:</b>	CALIFORNIA
<b>Entity Type:</b>	DOMESTIC STOCK
<b>Status:</b>	ACTIVE
<b>Agent for Service of Process:</b>	CRAIG JACOBSEN 5070 LAKEVILLE HIGHWAY PETALUMA CA 94954
<b>Entity Address:</b>	5070 LAKEVILLE HIGHWAY PETALUMA CA 94954
<b>Entity Mailing Address:</b>	5070 LAKEVILLE HIGHWAY PETALUMA CA 94954

A Statement of Information is due EVERY year beginning five months before and through the end of September.

Document Type	↕	File Date	↕	PDF
SI-NO CHANGE		07/11/2016		
SI-COMPLETE		12/06/2012		
REGISTRATION		09/10/2012		

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).