

**FOURTH AMENDMENT
TO GENERAL SERVICES AGREEMENT NUMBER F002525
WITH PONCIA FERTILIZER, INC.**

This Fourth Amendment to Agreement number F002525, dated November 3, 2022 ("Agreement") is made as of this _____ day of _____, 2025, by and between the City of Santa Rosa, a municipal corporation ("City"), and Poncia Fertilizer, Inc., a California Corporation ("Contractor").

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide biosolids hauling services as required by the City of Santa Rosa Compost Facility, which was amended by the First Amendment dated October 19, 2023, the Second Amendment dated November 20, 2024, and the Third Amendment dated January 15, 2025.
- B. City and Contractor now desire to amend the Agreement for the purpose of extending the term by one year, with a 3.5% increase in unit price beginning on January 1, 2026, and adding compensation.

AMENDMENT

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

1. SCOPE OF SERVICES

Exhibit A to the Agreement is supplemented by Exhibit A-1 to this Amendment.

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 one year.

3. BILLABLE RATES, PAYMENTS TO CONTRACTOR

Exhibits B-2 and B-3 to the Agreement are replaced by Exhibit B-4, which is attached to this Fourth Amendment.

Section 5.a. is amended to read as follows: "Contractor shall be paid for the performance of services as set forth in Exhibits B-2 and B-3 until January 1, 2026, at which point Contractor shall be paid for the performance of services as set forth in Exhibit B-4."

4. COMPENSATION

Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by \$484,653.00 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 \$2,745,539.21. 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:

CITY OF SANTA ROSA

a Municipal Corporation

Name of Firm: Poncia Fertilizer, Inc.

TYPE OF BUSINESS ENTITY (*check one*): By: _____

____ Individual/Sole Proprietor

____ Partnership

X Corporation

____ Limited Liability Company

____ Other (please specify: _____)

Print Name: Daniel J. Galvin III

Title: Chairman of the Board

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: Andrew Poncia

Office of the City Attorney

Title: President

ATTEST:

By: _____

Print Name: Andrew Poncia

Recording Secretary

Title: Treasurer

City of Santa Rosa Business Tax Cert. No.

Attachment:

Exhibit B-4 – Compensation Schedule

Exhibit A-1

Scope of Services

Vehicles with a GVWR greater than 8,500 lbs operated in California may be subject to California Air Resources Board regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>."

For each calendar year provide a copy of the certificate showing your compliance with CARB's Advanced Clean Fleet.

EXHIBIT B-4 - COMPENSATION SCHEDULE
Effective January 1, 2026

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT COST/WET TN</u>	<u>EXTENDED TOTAL</u>
1	3000	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant to Compost Facility	\$3.47	\$10,401.00
2	7000	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant and/or Compost Facility to Alpha Storage Facility	\$5.06	\$35,420.00
3	2340	Wet Ton/Year	Haul biosolids from Alpha Storage Facility or Laguna Treatment Plant or Compost Facility to Brown Farm	\$5.06	\$11,840.40
4	420	Wet Ton/Year	Haul Biosolids from Laguna Treatment Plant or from Alpha Farm or from Compost Facility to Stone Farm	\$5.06	\$2,125.20
5	100	Wet Ton/Year	Haul biosolids from Alpha Storage Facility to Compost Facility	\$2.40	\$240.00
6	100	Wet Ton/Year	Haul biosolids from Compost Facility to Alpha Storage Facility	\$2.40	\$240.00
7	5000	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant, or Alpha Farm Storage Facility, or Compost Facility to Jacobsen Ranch	\$12.79	\$63,950.00
8	1450	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Compost Facility to Redwood Landfill	\$8.53	\$12,368.50
9	2880	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant, or Alpha Farm Storage Facility, or Compost Facility to Scally Wag Ranch	\$12.79	\$36,835.20
10	3020	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant, or Alpha Farm Storage Facility, or Compost Facility to Leonard Ranch	\$12.79	\$38,625.80
11	4500	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to Yenni Ranch	\$15.19	\$68,355.00
12	4000	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to Twin House Farm	\$12.79	\$51,160.00
13	2400	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to Twin Vista Ranch	\$12.79	\$30,696.00
14	3800	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to BBRRBR, LLC Ranch	\$12.79	\$48,602.00
15	5400	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to Herzog Ranch	\$12.79	\$69,066.00
16	4000	Wet Ton/Year	Haul Biosolids from Laguna Treatment Plant or Alpha Farm Storage Facility, or Compost Facility to Crane Ranch	\$12.79	\$51,160.00
17	11,000	Wet Ton/Year	Haul biosolids from Laguna Treatment Plant to Lystek Facility at Fairfield Suisun Sewer District Treatment Plant	\$23.72	\$260,920.00
18	156	Loads	Sunday Rate	\$50.00	\$7,800.00
			GRAND TOTAL		\$799,805.10