

AGREEMENT FOR HARVESTING SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Big Iron Custom Farming, (hereafter "Harvester"), whose address of record is 12684 North Vincent Road, Turlock, California 95380, for good and valuable consideration the receipt and sufficiency is hereby agreed, upon the following mutual promises:

1. **SCOPE OF SERVICES.** City currently has approximately 759 acres of various crops, such as alfalfa, winter forage, sorghum sudan and corn silage (the "Crop"). Harvester has bid on the right to harvest said Crops and is the successful bidder following a bid process. Harvester agrees to harvest the Crops at the bid amount as shown in Exhibit "A" attached hereto and herein incorporated by reference. The allocation of crop acreage and rotation of crops may change during the term of this Agreement at the sole discretion of the City.

2. **CROP LOCATION.** The Crops are located at 10260 Gove Road, Merced, California. Fields may be taken out of production upon the discretion of the City for the incorporation of Biosolids, which will typically occur twice per year.

3. **COMPENSATION.** Payment by the City to the Harvester for actual services rendered under this Agreement shall be made within thirty (30) days of submission of an invoice detailing services performed under the Agreement, in accordance with the following:

a. Harvester's costs of harvesting said Crops pursuant to the rate schedule set forth in Exhibit "A" attached hereto; and

b. The costs of any groundwork performed on a time and materials basis pursuant to the rate schedule set forth in Exhibit "A" attached hereto. All work must be preapproved by the City. Harvester must submit weekly timesheets reflecting the days and hours worked for each individual providing groundwork services pursuant to this Agreement.

4. **DESIGNATED CONTACT.** For purposes of this Agreement, the day-to-day contact for this Agreement is Mr. Charles Slagter, Operations

Supervisor, at phone number (209) 385-6207. Arrangements for the harvesting and access to the fields are to be made through Mr. Slagter.

5. **HARVESTER RESPONSIBILITIES.** Harvester is to pay for the costs of harvesting Crops from the City of Merced Land Application Site to Broker's desired location for storage or sale. All Crops are to be staked separately from each field. Bale count and tonnage per field is to be provided for documentation purposes. Payment to Harvester will be based upon certified weight tags, as provided by the respective hay broker.

6. **COORDINATION OF WORK.** The coordination of cutting, baling, spraying, irrigation, and planting will be jointly handled by the City's Land Application Program Lead Worker, the City Operations Supervisor and Harvester; however, City retains the final authority on irrigation timing, practices and fertilizer applications to ensure compliance with relevance permits and regulations.

7. **FIELD GRADING.** The City has the sole discretion to pre-select and identify fields that may be considered standard or sub-standard.

8. **RELEASE OF LIABILITY.** Harvester shall sign a Release of Liability, a copy of which is attached to this Agreement as Exhibit "B". No harvesting of the Crops shall commence until all documents, including proof of the required insurance coverage and Release of Liability have been executed and/or filed with the City.

9. **INDEPENDENT CONTRACTOR.** Nothing herein is intended to create an employer-employee relationship between City and Harvester. Harvester and any of his or her employees, workers or assistants are independent contractors and not agents, sub-agents, or employees of the City. Harvester shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Harvester desire any insurance protection, Harvester is to acquire same at his/her expense.

In the event Harvester or any employee, agent, or subcontractor of Harvester providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Harvester shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Harvester or its employees, agents, or subcontractors, as well as for the payment of any

penalties and interest on such contributions, which would otherwise be the responsibility of City.

10. INDEMNITY. Harvester shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Harvester or Harvester's officers, employees, volunteers, and agents during performance of this Agreement; Harvester shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Harvester or its employees, subcontractors, or agents, or by the quality or character of Harvester's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Harvester to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Harvester from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Harvester acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

11. INSURANCE. During the term of this Agreement, Harvester shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

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b. General Liability.

- (i) Harvester shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Harvester shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Harvester.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Harvester and its sub-contractors, and that any other insurance or self-insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Harvester shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Harvester shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Harvester.

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- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Harvester and its sub-contractors, and that any other insurance or self-insurance maintained by City or other named insureds shall be excess and non-contributory.

d. **Qualifications of Insurer.** The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

e. **Certificate of Insurance.** Harvester shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Harvester's insurance policies are not current.

12. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Harvester that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Harvester.

13. **TERM.** Unless terminated pursuant to Section 13 of this Agreement, the term of this Agreement shall commence on _____, 20__, and shall continue for a period of three (3) years. At the conclusion of the three-year term, the Agreement can be extended for up to two (2) one (1) year terms, for a total of two (2) additional years, in the sole discretion of the City. An annual review of Harvester's performance for all services being provided pursuant to this Agreement shall occur during each year the Agreement is in effect at a date

determined by the City. The costs of harvesting the Crops, as shown in Exhibit "A", shall remain the same but each year the Agreement is in effect, the Harvester shall be entitled to an annual adjustment for inflation ("New Cost") based on the Consumer Price Index ("CPI") for the area closest to the City, published by the United States Department of Labor, Bureau of Labor Statistics. In the event the CPI is discontinued or revised during the term of this Agreement, another substantially similar government index of computation with which it is replaced shall be used in order to obtain substantially similar results.

14. **HARVESTER'S BOOKS AND RECORDS.** Harvester shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Harvester to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

15. **CONFORMANCE TO APPLICABLE LAWS.** Harvester shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Harvester in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Harvester hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Harvester so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Harvester hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

16. **WAIVER.** In the event that either City or Harvester shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

17. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

18. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

19. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

20. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

21. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

22. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

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23. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Amanda Savage  Digitally signed by: Amanda Savage
DN: CN = Amanda Savage email = asavage@lozanosmith.com C = US
O = Lozano Smith
Date: 2023.03.17 11:50:54 -07'00'
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

(Signatures continued on next page)

BIG IRON CUSTOM FARMING

BY: 
(Signature)

Brian Fiorini
(Typed Name)

Its: owner
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

EXHIBIT A

1/23/23

**Charles Slagter
WWTF Operations Supervisor
City of Merced
1776 Grogan Avenue
Merced, CA 95341**

To Whom it may concern,

I am writing this to express my interest in working with your company and harvesting your crops. I have been in the custom farming business for 8 years and have been involved in farming my whole life. I have built my business on hard work and providing a quality product for my customers. I feel that we would be a great fit for your operation providing you with the services and quality of product that you need.

I grew up on and managed my family's dairy until 2016. I gained a lot of experience on the feed side of the hay market in this time. I learned first hand how the quality of hay and how it was harvested transitioned into a more digestible and valuable product for the buyer, and how in turn it increased the price value of that hay for the grower. I began harvesting my own hay in 2010 while managing the dairy. I got to see the hay go from cut and bale to in the stack and mixed in a TMR to the cow. Doing this allowed me to see first hand how what was done in the field affected the quality of the hay and how it fed. This experience showed me that time is valuable and of the essence when making quality hay. I took this experience with me when I started my own custom harvesting company in 2016.

I started custom harvesting hay in 2016. We currently run three CLAAS big balers with cutters and two small balers with bale scales. We harvest all types of hay (alfalfa, wheat, straw, sudan, grass). In the past I have managed and harvested dryland farms for customers. Two of those farms were each 500 acres in size and we performed all tasks from working ground and planting wheat to harvesting it from start to finish. We also managed and harvested a 300 acre alfalfa ranch for two years. The crop was grown for a local dairyman and we harvested alfalfa and wheat hay on that ranch. Those three ranches have been sold and planted in almonds in the last two years. In addition to that we provide custom harvesting services over a 40 mile radius to farmers with acreages ranging from 5 acres to 1000 acres.

I was taught hard work, goal setting, and not settling for subpar results while working on the dairy and I carry that with me today. I train and manage my employees with the same values. We are a team and we operate as one with the same goals and work ethic. The customer is our number one priority and we strive to deliver them results and work with them individually to attend to their wants and needs. We will work at any time of the day or night, and any day of the week to ensure that your hay is put up properly every cutting. My phone is always on and I am very prompt about answering and returning calls. I work side by side with my employees in the field everyday and we love what we do.

We look forward to the opportunity to work with you in the future and help you attain the quality of crop you want. We feel that we would be a great fit for your operation and would like to build a strong working relationship with you going forward.

Thank you,

A handwritten signature in dark ink, appearing to read "Brian Fiorini", with a stylized flourish at the end.

**Brian Fiorini
Owner
Big Iron Custom Farming**

Experience and services

We harvest all hay types and provide work to farmers with acreages of all sizes from 5 acres to 1000 acres. I have custom harvested hay for 8 years. We run 4 WR9980 Massey swathers and we contract swath 10,000 acres for a custom chopping company out of turlock/modesto area. We provide hay work from turlock to chowchilla. We provide services from start to finish or perform individual tasks, whichever the customer needs. Our larger jobs this past year included a 600 acre rye straw job in livingston/atwater. We cut, raked and baled the straw. We made 1100 big bales and averaged 1150 pounds per bale. We did all of the baling at night to help achieve a higher bale weight. We had a 200 acre wheat hay job that we cut, baled and hauled for a local dairy. We averaged 1240 pounds on 1156 big bales. We then hauled the hay from the field, across a scale to be weighed, and to the stack a mile away. Another large job of ours was a 245 acre wheat hay job in ballico. We cut, raked, baled, and hauled the hay. 800 big bales averaging 1225 pounds were baled and roadsided. We also made 1250 small bales on this job at 95 pounds per bale. We are able to achieve consistent bale weight with the bale scale on the back of the baler. We hauled these small bales and roadside them. One of our alfalfa jobs is a 60 acre block of alfalfa on 45' checks. We cut three passes per check and then use a side delivery rake to rake three windrows into 1 for 1 pass per check. This allows us to minimize ground compaction and we were able to efficiently dry the hay even with putting three rows into one raked windrow. This job was small baled into 100 pound bales and sold for retail horse hay. This customer averaged around 900 small bales per cutting. We picked up this hay and hauled it to a stack yard.

Project Understanding

It is to our understanding that your operation will have roughly 320 acres of alfalfa to harvest this season. It is irrigated twice per cutting on a 35 day rotation. This tells me that crop tonnages will be heavy and the crop in the field will be thick. Crimping properly and with the right equipment will be crucial to get this crop dried in a timely manner. All four of our swathers are equipped with steel conditioners and hydraulic down pressure on the crimpers. We can set up to 1500 pounds of hydraulic down pressure on our conditioners to ensure proper crimping even in large thick crops. The Massey machines we have are the only machines on the market with this feature and it works extremely well. I would lay these windrows fairly wide to allow more sun contact to the windrow and to make the windrow less thick, allowing it to dry faster. With proper raking we should be able to rake this hay on day 5 of being on the ground. Drying the hay well early on and being able to rake on day 5 also eliminates the possibility of fighting any regrowth with the hay on the ground. Raking would be done in the morning with dew and we would make a windrow sized according to the header of the baler. I would then plan to bale on day 6 or 7 of being on the ground. This will keep the color in the hay and keep it from getting rank/brittle/discolored from sitting too long. Baling would be done in the morning or night with dew. We should be able to average 1350-1400 pounds consistently in the right conditions. All three of our big balers are equipped with cutters and can provide cut lengths of 1.5", 3", or 6". In addition, all three of our big balers are equipped with on board moisture monitoring systems. We get a moisture reading from every flake of every bale. Our target moisture for baling is 17% and

under. Any reading over 18% will get alarmed by the monitor and painted red by the baler. This allows us to see the bale in the field with red and stack it separately keeping any high moisture bale out of the stack. We are capable of picking up big or small bales with our bale wagon. We would start picking up bales right behind the balers or on the same day they were baled to get them out of the field in a timely fashion. We are equipped with a service truck and service trailer stocked with tools, extra parts and equipment necessary for repairs. We are able to do a majority of the work necessary on our machines and work hard to keep them running properly and efficiently. We also have three fuel trailers with large fuel pumps to eliminate downtime and get our machines in the field quickly. Our goal every cutting is to get the hay on the ground at the right time, cure it as fast as we can, make a quality heavy bale for the customer, and haul it to the stack in a timely manner.

Special Requirements

I have read the agreement for supply and services and have no objections to it. We as a business operate by all laws and codes with no exceptions. Insurance will be carried at all times in accordance with the amounts specified while under contract. We will obtain a business license with the city of Merced throughout the entire contract period.

References

Cody Kingston- Livingston/Merced. Cell- 209-769-1792, email- Cody.kingston@yahoo.com

Cody has been a customer of mine for 4 years now. We have big and small baled numerous acres of alfalfa, wheat, rye grass, sudan grass and straw for him as well as disk and planted forage for him. Cody is a hay broker/ cattle rancher and the hay we put up for him is sold to many of his customers from stockyards and feedlots to dairies and horse stables.

Les Pacheco- JP Ranch- Ballico. Cell- 559-676-4001, Home- 209-874-9880

Les was one of my first customers when I started my business and we have been working together for 8 years now. We bale about 245 acres of wheat hay for him yearly as well as plant his forage in the fall. We do a majority of big bales and put up some small bales for his horses. He pulls very good yields on his crops and all the hay is barn stored for the year at their cattle ranch to feed their beef cattle.

Brandon Cole- Turlock. Cell- 209-676-7653, email- Bcole2002@aol.com

Brandon has been a customer of mine for 5 years. We have big and small baled alfalfa and forage mix, as well as disc and plant forage mix. His big bales are sold to dairies and his small bales are for the horse/retail market.



City of Merced ♦ Wastewater Treatment Facility
Land Application Program
1776 Grogan Ave, Merced, CA 95341 ♦ Phone (209) 385-6892

SCOPE OF SERVICES

The City of Merced Land Application Division currently has in production 759 acres of various crops, such as alfalfa, winter forage, sorghum sudan, and corn silage (hereafter "Crops"). Fields may be taken out of production upon the discretion of City of Merced staff for the incorporation of biosolids, which typically occurs twice a year. The allocation of crop acreage and rotation of crops may change during the term of the Brokerage Agreement at the sole discretion of the City.

The following Terms and Conditions will apply to the brokerage and/or harvesting of all hay crops:

1. Bidders are to formally submit the percentage (%) rates they charge for brokerage of Crops. See supplemental bid form. These rates will be in effect during the term of the Agreement.
2. The successful responder will sell each cutting of crops according to market value and deduct brokerage fees or harvesting costs. Determination of value will be coordinated with and approved by Public Works Director or designee.
3. Hay samples will be taken by City of Merced staff, and once the results are obtained, the broker and City staff will determine the approximate market value of the hay. Brokerage of the hay crop is responsibility of the broker.
4. The coordination of cutting, baling, spraying, irrigation, and planting is to be handled between the City's Land Application Program Lead Worker, the City's Operations Supervisor, and the broker. The City of Merced has the final authority and discretion regarding irrigation timing and practices and fertilizer applications to ensure compliance with permits and regulations.
5. Balers are to be equipped with knife conditioners, and other related equipment in order to provide a suitable end product that meets the needs of the broker's identified market.
6. All hay or silage is to be sold "as is and where is" and without any recourse to the City of Merced. Upon harvesting, all crops are to be sold and removed from premises in as short as time possible to avoid accumulation of stacked hay.
7. All hay is to be stacked separately from each field. Bidders will be required to submit documentation showing bale count, tonnage, and crop type per field for state reporting purposes.
8. Crops must be paid in full (minus any authorized deductions) to the City of Merced within 30 days of the sale. All loads must be weighed on a certified scale. (NO EXCEPTIONS). Checks can be made out to the City of Merced and dropped off in person at the WWTF.
9. The City of Merced reserves the right to reject any or all proposals, or to accept the proposal that best serves the public, even though it may not be the highest.
10. Proposals are to encompass the entire harvest.

11. Contract term shall commence June 1, 2023 and end on May 31, 2025 with the option to renew for two (2) additional one-year periods. An annual review of the broker's performance in all aspects of service shall be performed by the City. The City of Merced retains the right to cancel the contract at any time.
12. The successful responder will be required to enter into an Agreement that will include the requirements of this RFP as well as other requirements, including signing a Release of Liability and Indemnity Agreement. Any submission of a response without objection to the Agreement or Release of Liability and Indemnity Agreement as found in attachment C (Form of Agreement) indicates responder's understanding and intention to sign the aforementioned Agreements. If there is a term or condition in either Agreement that responder intends to negotiate, it must be stated in their response. The City reserves the right to reject any response(s) containing exceptions or modifications to the Agreements. The Agreements are attached to this RFP and should be reviewed carefully before submitting a response as both contain indemnification clauses.
13. Brokerage and custom hay harvesting contracts will remain separate and the bidding party may submit proposal for either harvesting or brokerage. Proposals for both services will not be awarded to the same party.
14. Proposal for the additional costs of harvesting hay for lightweight small bales or for harvests under 1 ton per acre shall be included in the supplemental bid form.
15. Hay harvesting invoices will be paid upon the weight tags provided by the broker per field and per cutting. A completed work invoice will be submitted from the harvesting company declaring field number, bale count, date, large or small bale size and cutting cycle within 30 days of work being performed.

SEALED BIDS will be accepted until 3:00 p.m. Feb 3, 2023. Bids may be mailed to 1776 Grogan Ave, Merced, CA 95341 or hand delivered to the WWTF at 10260 Gove Rd, Merced, CA 95341.

The undersigned agrees to the harvesting, selling, brokering of all herein described hay.

The undersigned also agrees to pay all such charges as may be necessary for the purchase of the herein described Hay.

Bidder's Name: Brian Fiorini

By: Brian Fiorini

Signature

Address: 12684 N Vincent Rd

Turlock, CA, 95380

Phone Number: 209-321-0593

Date: 1/23/23



City of Merced ♦ Wastewater Treatment Facility
Land Application Program
1776 Grogan Ave, Merced, CA 95341 ♦ Phone (209) 385-6892

Supplemental Bid Form

Equipment Inventory List	Quantity
1 <u>See Attached</u>	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	

Brokerage Percentage (%) per ton for Commodity Fair Market Value:

Hay: Silage:

Harvest Costs

Swathing \$ 16 /acre

Raking \$ 7 /acre

Bale Big Bales: \$ 10 / Bale Small Bales: \$ 1.10 / bale

Remove to Hay Pad Big Bales: \$ 3.5 / Bale Small Bales: \$ 2.45 / bale

Light Bale

Costs: Same as above

Package deal \$2.00 \$ 37.38 ton / Big Bale
\$ 40.67 ton / Small Bale

Equipment List

- 2018 Massey Ferguson WR9980 swather #1
- 2019 Massey Ferguson WR9980 swather #2
- 2020 Massey Ferguson WR9980 swather #3
- 2019 Massey Ferguson WR9980 swather #4
- 2014 Claas 3300 Quadrant big baler w/cutter- pulled with 1994 Ford 8970 Tractor
- 2016 Claas 3300 Quadrant big baler w/cutter- pulled with 1995 Ford 8770 Tractor
- 2013 Claas 3300 Quadrant big baler w/cutter- pulled with 2004 New Holland TG285 Tractor
- 2020 Massey Ferguson 1844s small baler with scale- pulled with 1995 case 8910 magnum
- 2002 Hesston 4690 small baler with scale- pulled with 1977 Ford 9700 Tractor
- 2020 Krone TS740 Hay rake- pulled with 2012 New Holland T6.165 Tractor
- 2019 Krone TC880 Hay rake- pulled with 1993 Ford 8670 Tractor
- 2019 Krone KWT 11.22/10 Tedder
- 2006 New Holland BW28 Balewagon- Big and Small bale attachment

EXHIBIT B

RELEASE OF LIABILITY AND INDEMNITY

In consideration of the City of Merced's ("City") brokerage agreement with Big Iron Custom Farming, a _____, ("Releasor") for the harvest crop, Releasor hereby agrees to forever release, discharge and acquit City, its managers, officers, employees, agents and volunteers, and each of them, from any and all claims, injuries, demands, obligations, indebtedness, acts, omissions, costs, losses, damages, liabilities or causes of action of every type, kind, nature, description or character that may arise out of or in connection with or be incidental to Releasor's harvesting, loading and transporting of the crop from the City's Land Application site, irrespective of how, why or by reason of what facts such injuries, losses, damages, or liabilities may occur.

Releasor further acknowledges that it is assuming all risks relating to, arising out of or in connection with, or inherent to harvesting, loading and transporting of the crop and that such risks may include claims, losses, injuries, demands, obligations, indebtedness, acts, omissions, costs, damages, liabilities or causes of action asserted by persons or entities not a party to this Agreement, including but not limited to, property damage, personal injury, and wrongful death claims and including but not limited to all risks relating to any act, omission, misfeasance, malfeasance or negligence of City, its managers, officers, employees, agents or volunteers.

By execution of this Agreement, Releasor on behalf of itself, its successors and assigns represents that it is insured for any and all of the above-described claims, losses, damages, or causes of action which may be asserted against City.

Releasor further acknowledges and agrees, at its sole expense, to indemnify and defend City against any and all of the above-described claims, losses, damages, or causes of action which may be asserted against City.

The undersigned hereby acknowledges that she/he has read the foregoing Agreement and knows the contents thereof, that the terms thereof are contractual and not by way of recital, that she/he signs this Agreement as his/her own free act, and that she/he is authorized to sign this Agreement by Releasor.

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I AM FULLY AWARE THAT BY SIGNING THIS DOCUMENT I AM AGREEING TO SHIFT LEGAL LIABILITY FOR ALL RISKS, INCLUDING ALL ACTS, OMISSIONS, MALFEASANCE, MISFEASANCE, OR NEGLIGENCE OF THE CITY, TO RELEASOR SO THAT I MAY FULFILL MY OBLIGATIONS UNDER THE BID AWARDED TO ME FOR THE HARVESTING OF THE HARVEST CROP.

DATED: 3/27/2023

“RELEASOR”

BY: 
 DocuSigned by:
 3D7DBFDBADEC409...
 Signature

Brian Fiorini

Print Name