

**PROTEST OF  
SOLICITATION  
No IFB-DO 200040**

**BIOSOLIDS REMOVAL  
AND DISPOSAL  
SERVICES**

**AVRAGRO SYSTEMS  
INC.**

DEC 18 19 11 16 PC CLK OF BD

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# **SYNAGRO**

## **Burrue! & Burrue! Farms**

- Synagro falsely reported 5000 acres available.
  - Mr. Burrue! committed acres, but majority of land not available for biosolids application because:
    - planted in Alfalfa and Bermuda Grass Hay
    - these Hay fields are long term planted fields 3-7 years
    - these Hay fields are expensive to dig up
    - 3-7 years is longer than Synagro's contract
    - Conservatively only 1100 acres is available
    - Mr. Burrue! will not commit to the Synagro simply dumping and not spreading biosolid as is its practice

## **David Stambaugh Farms**

- Synagro falsely reported 500 acres available.
  - Only 134 acres available (According to Pinal County assessor website)

## **Triple L Farms**

- Synagro falsely reported 487 Acres reported available.
  - A site visit on November 27<sup>th</sup> 2019 reported that a majority of the farm is currently planted to alfalfa
  - Alfalfa is long term crop generally planted and harvested continually over 3 to 7 year time frame
  - 3-7 years is longer than Synagro's contract
  - Alfalfa is expensive to dig up
  - This land is not available for biosolid land application until the alfalfa is rotated out of production.
- There is no description of a verbal conversation regarding use of land for the Pima County biosolids removal program as reported on page 1 of Exhibit D.

## **Charles Lawrence Farms**

- Synagro falsely reported 2,208 acres available (Synagro's Exhibit D)
  - Reality: only 1,103 acres available
  - Approximately 1,105 acres have been sold as follows:

<b>Field</b>	<b>Current Owner</b>	<b>Acres</b>
• 36,37	Benross Investments LLC	49
• 38,39,40	Benross Investments LLC	92
• Chapman 1A,1B,2	Benross Investments LLP	98
• TM1 thru TM5	Greg White LLC	201
• Shop, Hillside, L	Trekell Ranch LLC	
• Foxtail N&S, 35	Trekell Ranch LLC	
• Mill, G1,G2,G3	Trekell Ranch LLC	290
• 1W thru 12W, 15W	Casa Grande I-8 & Trekell Road LLC	
• 16W, 1E thru 5E	Casa Grande I-8 & Trekell Road LLC	299
• M1 thru M4	Pinal County	76

Total 1,105 Acres

#### **Cotton Patch (Joe Auza Ranches)**

- Synagro falsely reported 675 Acres available.
- The legal description listed in Exhibit D (Section 30 T8S R6E) is desert rangeland and does not match the map provided (Section 3 T8S R6E).
- Synagro falsely reports a conversation with Joe Auza owned by PVC Properties.
  - Synagro indicates on page 2 exhibit D that " Craig Geyer had a verbal conversation with Joe Auzu, owner of Cotton Patch- Joe Auza Ranches regarding land availability for Pima County biosolids removal. The land is owned by PVC properties not Joe Auza.
- Avragro attempted to get approval from PVC properties for biosolids land application in August 2019 but PVC refused to sign the landowner consent form.





# OFFER AGREEMENT

**OFFER AGREEMENT****1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with **Biosolids Removal And Disposal Services** on an "as required basis" by issue of Delivery Order ("DO").

County reserves the right to award items by Grand Total, singly, combination of lines, or in any other manner to include making no award at all, whichever is deemed to be in the best interests of the County.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive, and County may terminate it for any reason without penalty or cost.

All Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendment, Instructions to Offerors, Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:**

The initial term of the MA will be for a one-year period and includes four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications, and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing, and responsible for performing the services in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

Check ☐ the appropriate response (below) certifying agreement with the requirement and provide documents to substantiate meeting the minimum qualification. Failure to provide the information required by these Minimum Qualifications may be cause for the Offeror's bid to be rejected as **Non-Responsive**.

MQ #	Minimum Qualification (MQ) Title	Minimum Qualification (MQ) Description	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
1	Experience	Contractor must have a minimum of five (5) years' experience in Biosolids Project Management including: 1.1 Land application, composting, landfilling, or incineration of a minimum of 30,000 wet tons of biosolids, annually.  Complete EXHIBIT B providing requested information for all Biosolids management clients serviced during the past five (5) years. Information provided must substantiate meeting this minimum qualification for experience.	YES <input checked="" type="checkbox"/>  Attached is EXHIBIT B.

MQ #	Minimum Qualification (MQ) Title	Minimum Qualification (MQ) Description	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
2	Performance Bond	<p>Bidder must demonstrate the ability to obtain a Performance Bond in the amount of their total bid amount (total of all groups bid). Demonstration of ability is defined as obtaining a letter from a Surety attesting to the ability of obtaining a bond per the sample (Exhibit F).</p> <p>Complete EXHIBIT F or submit a Surety's Performance Bond Statement that is substantially similar.</p>	<p>YES <input checked="" type="checkbox"/></p> <p>Attached is EXHIBIT F.</p>
3	Compliance History	<p>The Contractor must possess all licenses, permits, and other permissions required to perform the Services in the State of Arizona and in all counties and municipalities where Contractor is located and intends to perform the required services. Contractor must show a five (5) year history of substantive compliance with 40 C.F.R. Part 503, ADEQ Regulations, and any other Federal, State or local laws, statutes or ordinances pertaining to management of Biosolids.</p> <p>4.1 At a minimum, these documents to substantiate history of compliance must include EXHIBIT B, a list of all Biosolids management clients serviced during the past five (5) years, contact information for those clients, and tonnage of Biosolids managed for each client.</p> <p>4.2 Contractor has no history of malicious, criminal, negligent non-compliance with Local, State or Federal Biosolids management agency regulations. Complete EXHIBIT C, a self-certified list of all non-compliance reports and notifications submitted to, and all non-compliance inquiries, notifications, citations, etc., received from, federal, state, or local authorities. County further reserves the right to terminate this Agreement for cause if, subsequent to execution, it is determined that EXHIBIT C includes misinformation (including the failure to list a covered non-compliance event). For purposes of this section, an "affiliate" is a parent or sister company, a subsidiary, or a company wherein Bidder is a partner or owns more than twenty percent (20%) of the issued stock.</p>	<p>YES <input checked="" type="checkbox"/></p> <p>Attached are EXHIBITS B and C.</p>
4	Plan of Operation	<p>For each group being bid, Bidder shall demonstrate competency via submission of a written Plan of Operation detailing how daily biosolids removal, handling, land application, composting, incineration, landfilling, or any other method of disposal services will be achieved per Exhibit A – Scope of Services.</p> <p>The Plan of Operation must demonstrate sufficient knowledge of 40 C.F.R. Part 503 (EPA 503 Rule) and all State and local Laws, Ordinances and Regulations relating to biosolids management.</p> <p>The Plan of Operation must demonstrate the possession of, or the ability to obtain, a sufficient inventory of equipment necessary for the daily removal of a minimum 220 Wet Tons of Cake biosolids or 550 Wet Tons of Thickened Biosolids. In order to demonstrate the ability to meet this requirement, complete and submit EXHIBIT E as part of the Plan of Operations for each group being bid.</p>	<p>YES <input checked="" type="checkbox"/></p> <p>Attached is a Plan of Operation containing all required information for each group being bid.</p>

		<p>If bidding either Group "A" or Group "E" for Land Application of Biosolids, Bidder's Plan of Operation must include documentation of land certified for application of Biosolids (EXHIBIT D).</p> <ul style="list-style-type: none"> <li>• County reserves the right to approve or reject any Plan of Operation.</li> <li>• Plan of Operation must be deemed acceptable by County prior to award of any contract.</li> </ul>	
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#### 4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

**Refer to:**

EXHIBIT A: Scope of Service (18 Pages)  
 APPENDIX A: Arizona Administrative Code R18-9-1013 – Recordkeeping (1 Page)  
 APPENDIX B: Regulated Metals Concentrations (5 Pages)  
 APPENDIX C: Nutrients and Inorganics (1 Page)  
 APPENDIX D: Annual Dry Biosolids Production (1 Page)  
 APPENDIX E: US Energy Information Administration Information (1 Page)  
 APPENDIX F: Monthly Payment Justification Summary (1 Page)

#### 5. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept an offer and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, the Regional Wastewater Reclamation Department (RWRD) will issue a DO to the Contractor at the beginning of every month for services to be provided that month. RWRD will furnish the DO to Contractor via facsimile, e-mail, or telephone. If RWRD gives the order verbally, RWRD will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

#### 6. COMPENSATION & PAYMENT:

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors*, *Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.



**UNIT PRICES (Net 30-day Payment Terms)**

	<b>Biosolids Management Services:</b> Includes daily removal, hauling and final disposition of biosolids in adherence with 40 C.F.R, Part 503 (EPA 503 Rule), AAC R18-9-10 and local requirements.	<b><u>ESTIMATED ANNUAL REQUIREMENTS</u></b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>ITEM #1</b>	<b>Land Application Of Cake Biosolids:</b> Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications.	77,300	WET TON	\$ 19.74	\$ 1,525,902.00
<b>ITEM #2</b>	<b>Land Application Of Thickened Biosolids:</b> Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications.	8,000	WET TON	\$ 42.50	\$ 340,000.00
<b>ITEM #3</b>	<b>Landfill Disposal Of Cake Biosolids:</b> Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications. Unit Price shall include all costs and fees associated with Landfill Disposal of Biosolids, including landfill tipping fees. Landfill disposal shall only occur under special circumstances, and with the concurrence and approval of RWRD.	3,000	WET TON	\$ 65.00	\$ 195,000.00
				<b>GRAND TOTAL:</b>	\$ 2,060,902.00

**UNIT PRICE ADJUSTMENT**

Contractor(s) may request Unit Price adjustments to be effective at time of contract renewal. For the initial contract term, a Unit Price adjustment may be requested to be effective on the anniversary of the contract award date. Requests must be submitted a minimum of sixty (60) days prior to the renewal date, or a minimum of sixty (60) days prior to the contract award anniversary for the initial contract term. If requested, Unit Price adjustments shall be made by utilizing the change in the United States Department of Labor, Bureau Of Labor Statistics, Consumer Price Index (CPI) for West Region, West - Size Class B/C (2.5 million or less) -

<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm#ro9xg01cpl.f.2>. The basis month for calculating the CPI change shall correspond to the month bids are submitted.

For example, let us assume the contract was awarded in October, 2018 but bids were submitted in September. The index for September 2018 is therefore our basis month and the index was 154.158. CPI annual adjustment instructions tell us that for a one-year/12 month change the beginning and ending month must be the same. The September 2019 index is 157.738. The change in the index is 3.580, which is an increase of 2.32%. Unit prices would therefore be increased by 2.32% for the next contract term.

#### INVOICES ARE TO BE SUBMITTED MONTHLY.

Invoices shall be submitted monthly and shall be accompanied by the Monthly Payment Justification Summary (see Appendix F). Invoices and accompanying report must clearly delineate the following:

- Daily wet tonnage removal weight obtained from the Tres Rios RBMF.
- Unit cost per ton.
- Locations of staging and tonnage staged (if applicable).
- Locations of final application sites and tonnage applied, if land applied. Location(s) of final disposition site(s) if composted or landfilled.

Invoice payment shall be based on the level of completion of services as follows:

- Full payment shall be made for wet tonnage of biosolids removed from the Tres Rios RBMF and either land applied, composted or landfilled in accordance with EPA 503 Rule and A.R.S. Example: Full payment = (unit cost \$) x (wet tonnage).
- Partial payment shall be made for biosolids that have been removed from the Tres Rios RBMF but are staged and awaiting final deposition. Example: Partial payment = (50% of unit cost \$) x (wet tonnage).
- In the event of partial payment, the remaining 50% payment shall be withheld until the Contractor can demonstrate final application in accordance with EPA 503 Rule and A.R.S.

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of: 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services, or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

#### **7. DELIVERY:**

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will provide delivery of services in accordance with the Instructions to Offerors, Standard Terms, and Conditions and to the location(s) on the DO document.

Pima County Regional Biosolids Management Facility (RBMF) is located at Tres Rios Water Reclamation Facility (WRF), 7101 N. Casa Grande Highway, Tucson, Arizona 85743

Contractor guarantees delivery of service on a **daily basis after issue date of Notice to Proceed**. Biosolids must be removed on a daily schedule to maintain adequate on site storage inventories. This requires the removal of a minimum of 220 wet tons of biosolids each day therefore the Contractor must provide adequate resources to ensure available on site storage capacity and removal of biosolids.

Should Contractor fail to maintain the necessary inventory removal in either the Cake Silos or the Transfer Bladder, County will obtain the necessary services by any means at its disposal provided for under Pima County Standard Terms and Conditions, Article 17 Rights And Remedies of County For Default. County also reserves the right to file a claim against the Contractor's Performance Bond to obtain the required services.

**8. TAXES, FEES, EXPENSES:**

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

**9. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2000040 including the Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**10. INSURANCE:**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A-VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, personal/advertising injury, and products – completed operations.

**Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

**Workers' Compensation (WC) and Employers' Liability** – Arizona Statutory requirements and Employer's Liability coverage with policy limits of \$1,000,000 and each accident and each person – disease.

**Claim-Made Insurance Coverage** - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:  
**Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

**Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Primary Insurance:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.

**Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Pima County Procurement Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing.

**11. PERFORMANCE BOND:**

The Contractor will provide a Performance Bond (Exhibit G) in the amount of their total contract award (total of all items awarded). The bond will be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the director of the department of insurance pursuant to A.R.S. Title 20, Chapter 2, and Article 1. The Bond will not be executed by an individual surety or sureties. The Bond will be payable to Pima County. Bond amount is based upon the estimated annual award amount of the contract.

**12. ACKNOWLEDGEMENT of SOLICITATION AMENDMENT(S):**

Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

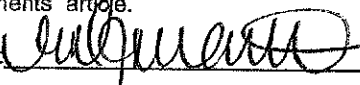
Amendment #	Date	Amendment #	Date	Amendment #	Date
1	10/21/2019				

*The remainder of this page is intentionally left blank.*

**BID/OFFER CERTIFICATION:**

CONTRACTOR LEGAL NAME: Synagro of California, LLC  
BUSINESS ALSO KNOWN AS: Synagro  
MAILING ADDRESS: 435 Williams Court Suite 100  
CITY/STATE/ZIP: Baltimore, MD 21220  
REMIT TO ADDRESS: Synagro Technologies, Inc PO Box 74007413  
CITY/STATE/ZIP: Chicago, IL 60674-7413  
CONTACT PERSON NAME/TITLE: John Pugliaresi, Senior Area Sales Manager  
PHONE: 650-333-0729 FAX: 916-823-3314  
CONTACT PERSON EMAIL ADDRESS: jpugliaresi@synagro.com  
EMAIL ADDRESS FOR ORDERS & CONTRACTS: egrant@synagro.com  
CORPORATE HEADQUARTERS ADDRESS: 435 Williams Court Suite 100 Baltimore, MD 21220  
WEBSITE: www.synagro.com

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement must constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement, and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE:  DATE: October 28, 2019

Elizabeth Grant, Assistant Secretary  
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 443-489-9075 egrant@synagro.com

**County Attorney Contract Approval "As to Form":**

Approved as to form:

Deputy County Attorney \_\_\_\_\_ Date \_\_\_\_\_

**PIMA COUNTY STANDARD TERMS AND CONDITIONS****1. OPENING:**

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the evaluation process. County invites all interested parties to attend the bid opening.

**2. EVALUATION:**

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

**3. AWARD NOTICE:**

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. County reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each Offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein will govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery, or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION and APPLICABLE LAW:**

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

Contractor warrants goods or services to be satisfactory and free from defects.

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order Maximo ("DOM") revision or amendment, as the County's Procurement Code requires. All quantities are estimates and County provides no guarantee regarding actual usage.

**10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY:**

On-time delivery of services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery of daily removal services of approximately 220 wet tons of biosolids.

To mitigate or prevent damages from delayed delivery of service, County may require Contractor to deliver additional quantities of service necessary for restoring operational inventory levels. All costs are Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from an alternate source, all at no cost to County. County reserves the right to cancel service upon default by Contractor concerning timeliness, or manner of delivery of service.

Contractor is not responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

**12. SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**13. INSPECTION:**

County will provide routine inspections of Contractor operations and equipment to ensure compliance with the Plan of Operations and applicable laws and regulations.

**14. SHIPPING TERMS:**

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless the contract specifies otherwise.

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

County will not execute an acceptance or authorize payment for any service, equipment, or component prior to delivery and verification that the delivery meets all specification requirements.

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is

delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the MA, PO, or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by County in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

**19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms, and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of County Contracts*.

**20. PATENT INDEMNITY:**

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims, and liability for patent or copyright infringement.

**21. INDEMNIFICATION:**

Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

**22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

**23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona



Registrar of Contractors (ROC), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance, and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

**24. ASSIGNMENT:**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

**25. CANCELLATION FOR CONFLICT OF INTEREST:**

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**26. NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

**27. NON-APPROPRIATION OF FUNDS:**

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**28. PUBLIC RECORDS:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret, or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both

Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

**32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

**33. TERMINATION:**

County reserves the right to terminate any MA, PO, Delivery Order, DOM or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**36. BOOKS AND RECORDS:**

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**37. COUNTERPARTS:**

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

**39. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**40. SUBCONTRACTORS:**

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

**41. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of

the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**44. ISRAEL BOYCOTT CERTIFICATION:**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**EXHIBIT A: Scope of Service**

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**A. DEFINITIONS**

Whenever used in this Agreement, the following terms will have the meanings indicated, applicable to both the singular and plural of the term. Words of the masculine gender mean and include words of feminine and neuter genders.

- |    |                               |   |
|----|-------------------------------|---|
| 1  | §503                          | Title 40, Part 503 of the Code of Federal Regulations (40 CFR § 503), as amended.   |
| 2  | AAC                           | <u>AAC R18 Ch. 9 Article 10 Arizona Administrative Code</u>   |
| 3  | ADEQ                          | Arizona Department of Environmental Quality   |
| 4  | ADOT                          | Arizona Department of Transportation  |
| 5  | Agreement                     | The written agreement, as it may, from time to time, be amended or modified in accordance with the provisions herein, between County and Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work, the furnishing of labor, materials and equipment and the basis of payment, including all documents incorporated by reference herein. |
| 6  | Agua Nueva WRF                | Agua Nueva Wastewater Reclamation Facility located at 2947 W. Calle Agua Nueva, Tucson, Arizona 85745   |
| 7  | APP-Aquifer Protection Permit | A permit issued or granted by ADEQ pursuant to the provisions of the Arizona Revised Statutes (A.R.S.) Title 49, Chapter 2, Articles 1,2, and 3; and the Arizona Administrative Code (A.C.C.) Title 18, Chapter 9, Articles 1 through 8, Chapter 11, Article 4.   |
| 8  | AZPDES permit                 | Arizona Pollutant Discharge Elimination System permit issued by State of Arizona permit in accordance with Section 402 of the Clean Water Act (CWA) (33 U.S.C. § 1342) and all regulations promulgated pursuant thereto, including 40 CFR part 122 and 40 CFR part 501.   |
| 9  | Biosolids                     | Treated sewage sludge meeting the EPA and ADEQ pollutant and pathogen requirements for land application and surface disposal.   |
| 10 | Biosolids Thermal Control     | Monitoring and taking actions to reduce the likelihood of the stored Biosolids igniting. Methods can include, but not limited to; turning the Biosolids, thermal image monitoring and reducing storage time.  |
| 11 | Cake Biosolids                | Biosolids thickened by water removal with the goal of reaching a total solids content ranging between 12% - 25%.  |
| 12 | Contract Year                 | A period of one year commencing on each anniversary of the Effective Date of the Notice to Proceed.   |
| 13 | Contractor                    | The person, firm, or corporation with whom County has executed this Agreement.  |
| 14 | County                        | Pima County Government, Arizona   |
| 15 | CWA                           | Clean Water Act, the Federal water pollution control act amendments of 1972, as amended. 33 U.S.C. §§ 1251 to 1387.   |
| 16 | Direct Bulk Application       | The land where Biosolids from the County are placed on agricultural land, forests, or reclamation sites pursuant to this Agreement.   |
| 17 | Director                      | The Director of the Pima County Regional Wastewater Reclamation Department or the Director's designated representative.   |
| 18 | Dry Ton                       | 2,000 pounds (U.S.) of Biosolids measured on a Dry Weight Basis.  |

- 20 EPA** The United States federal Environmental Protection Agency.
- 21 Exceptional Quality Biosolids** A classification for Biosolids which meet the following criteria: (1) Will not exceed any of the pollution concentrations in §503.13, Table 3, as listed on page 9099 in Vol. 59, No. 38 of the Federal Register, dated February 25, 1994; (2) Will meet one of the Class A pathogen requirements in §503.32(a); (3) Will meet one of the vector attraction reduction requirements in §503.33(b) (1) through 503.33(b) (8); and (4) Will comply with the standards and limitations specified in the definition of "exceptional quality Biosolids" provided at Arizona R-18-9-1001(17).
- 22 GBT** Gravity Belt Thickener, a mechanical device to separate water from wastewater solids using a continuous belt sieve.
- 23 Land Application Site** Parcel of land on which bulk Biosolids are to be placed.
- 24 Notice to Proceed** Written notice to Contractor stating that Contractor is to commence work on the Agreement.
- 25 OCC** Operations Control Center. Contact number: 520.724.6047
- 26 OSHA** Occupational Safety and Health Administration.
- 27 PCRWRD or RWRD** Pima County Regional Wastewater Reclamation Department.
- 28 PDEQ** The Pima County Department of Environmental Quality.
- 29 Person** Includes an individual, firms, companies, corporations, partnership, and joint ventures.
- 30 Plan of Operation** The plan regarding Biosolids hauling and final disposition submitted by Contractor to PCRWRD.
- 31 RBMF** Regional Biosolids Management Facility located at Tres Rios WRF for handling Biosolids. The facility currently includes anaerobic digesters, digested sludge screens, centrifuges, Biosolids Transfer Bladder, Biosolids Cake silos and the lot adjacent to the centrifuge facility including the discharge outlets. The process and storage components of the RBMF are subject to change at County discretion.
- 32 Subcontractor** Any person other than the Contractor that enters into a contract to perform any portion of the Work.
- 33 Thickened Biosolids** Biosolids typically with a solids concentration of approximately 6%.
- 34 Tres Rios WRF** Tres Rios Wastewater Reclamation Facility located at 7101 North Casa Grande Highway, Tucson, Arizona, 85743.
- 35 Unit Price** The "per wet ton" price established in the bid, or as modified according to the procedures described in Agreement.
- 36 Vector Attraction Control** "Vector" means rodents, flies, mosquitos, or other organisms capable of transporting pathogens. Vector Attraction Control is any method to limit or eradicate the vectors and/or minimize attraction to the Biosolids.
- 37 WAS** Waste Activated Sludge, a byproduct of biological wastewater treatment.
- 38 Wet Ton** 2,000 pounds (U.S.) of Biosolids including natural water. Water content varies depending on Biosolids type.
- 39 Work** All obligations, duties, and responsibilities necessary to the successful completion of the effort assigned to or undertaken by Contractor under this Agreement.
- 40 WRF** Water Reclamation Facility.

## B. PROJECT BACKGROUND INFORMATION

### Purpose:

The Contractor will provide biosolids management services for Class B Biosolids produced at the County's Regional Biosolids Management Facility (RBMF). Pima County's biosolids have consistently met the regulatory requirement for Class B Biosolids pathogen reduction, vector attraction reduction and regulated pollutant concentrations have been significantly below the regulatory limits.

### Regulations and Permits

The service required for management of Biosolids will be in accordance with:

- State of Arizona regulations (Title 18, Chapter 9, Article 10) for the Disposal, Use and Transportation of Biosolids;
- Federal regulations for the use and disposal of Biosolids: 40 CFR 503 (503 RULES); 40 CFR 257; 40 CFR 258;
- Any other applicable Federal, State, and Local regulations;
- Permits issued for the operation of Wastewater Reclamation Facilities (WRF).

When applicable regulations and/or permit conditions are in disagreement, the more stringent requirements will apply. If any requirement of this Agreement conflicts with a pertinent regulation or permit condition, the more stringent requirement applies, provided compliance with an Agreement provision does not result in violation of a permit condition or regulation.

### Water Reclamation Facilities (WRF):

Pima County provides wastewater collection and reclamation services for Eastern Pima County, a 700 square mile region, and serves a population of nearly 1,000,000.

Pima County owns three (3) WRFs are located in the Metro-Area, Tres Rios, Agua Nueva and Randolph which is suspended indefinitely.

The Regional Biosolids Management Facility (RBMF) is located at Tres Rios Water Reclamation Facility (WRF), 7101 N. Casa Grande Highway, Tucson, Arizona 85743. The Biosolids are generated from the treatment of wastewater at multiple County WRF's including its two major facilities, Tres Rios WRF and Agua Nueva WRF, plus four Sub-Regional Water Reclamation Facilities.

Pima County owns two large wastewater reclamation facilities:

*Tres Rios:* is owned and operated by the County and has a 50 million gallon per day (MGD) treatment capacity and the County RWRD operates the Tres Rios WRF which includes the RBMF. The Tres Rios RBMF may also receive wastewater solids from other municipal wastewater treatment systems directly and indirectly receives wastewater solids from private waste and septic haulers.

*Agua Nueva:* is owned by the County but is operated by an operator under contract with Pima County. This WRF has a 32 MGD treatment capacity.

Four (4) sub-regional wastewater reclamation facilities, also owned and operated by RWRD, have an aggregate capacity of 9.412 MGD.

Wastewater solids from four sub-regional facilities are conveyed to Agua Nueva WRF and Tres Rios WRF where treatment processes occur. The four sub-regional wastewater reclamation facilities are:

*Green Valley:* has a combined capacity of 4.1 MGD with 2.1 MGD in aerated lagoons and 2.0 MGD with Biological Nutrient Removal Oxidation Ditch (BNROD);

*Avra Valley:* has the capacity to treat 4 MGD of wastewater using BNROD technology

*Mt. Lemmon:* has the capacity to treat 0.012 MGD wastewater using contact stabilization technology,

*Corona de Tucson:* a secondary biological wastewater reclamation facility utilizing contact stabilization technology and has a permitted treatment capacity of 1.3 MGD.



**Processing of Biosolids:**

The primary wastewater solids from Tres Rios WRF are thickened and pumped into anaerobic digesters. Currently, the waste activated sludge (WAS) from the Tres Rios WRF is mixed with the WAS from Agua Nueva WRF and scum in the Recycle Tank at Tres Rios WRF. Future process changes may include addition of portions of the Agua Nueva primary wastewater solids stream to the two WAS streams. The mixed wastewater solids from the Tres Rios Recycle Tank are thickened by Gravity Belt Thickeners (GBT) prior to being pumped to mesophilic anaerobic digesters located at the RBMF.

The wastewater solids from Avra Valley WRF, Green Valley WRF, Corona de Tucson WRF, Mt. Lemmon WRF, and from non-County sources are sometimes directly pumped into the Recycle Tank at Tres Rios WRF prior to digestion. Wastewater solids may also enter the County wastewater system by direct disposal at approved manholes. Otherwise, those wastewater solids are mixed with the Tres Rios wastewater solids and gravity thickened prior to pumping into the digesters.

Vector attraction reduction and the pathogen reduction are achieved by mesophilic anaerobic digestion at the RBMF. The digested sludge is pumped to the Centrifuge Building at the RBMF for either thickening or dewatering. Vector attraction reduction is achieved in the digesters by using the mass reduction procedure found at 40 CFR 503.33(b)(1) and the companion State of Arizona regulation (R18-9-1010(A)(1) which requires: "reducing the mass of volatile solids by a minimum of 38% using the calculation procedures established in Environmental Regulations and Technology-Control of Pathogens and vector Attraction in Sewage Sludge, EPZ/625/R-92-013, published by the U.S. Environmental Protection Agency, Cincinnati, Ohio 45268, 1999 Edition." Pathogen reduction is achieved in the digesters using the Class B, Alternative 2 (40 CFR 503.32(B) (3) process. Pathogen reduction is accomplished by anaerobic digestion with a residence time of greater than fifteen (15) days at a minimum temperature of 35°C. Pima County's certified lab produces Biosolids data and certifications of compliance for the RBMF on a monthly basis.

**Cake Biosolids:** Following mesophilic anaerobic digestion, Biosolids are conditioned with polymer and pumped to centrifuges where the solids content is increased with a goal of achieving between 16 and 25 percent solids. The resulting Biosolids Cake is pumped into one of three temporary storage silos which provide storage capacity for up to 36 hours of Cake production. **NOTE: This limited storage capacity will require seven day per week hauling operation during periods when the Biosolids are taken in Cake form.** Biosolids hauling trucks are loaded inside the loading bay below the silos. Nuisance odors from the Biosolids Cake are managed at all times by the Contractor in a manner that prevents any odor nuisance.

**Thickened Biosolids:** Alternatively, the RBMF centrifuges can produce a thickened Biosolids product. In this process, digested Biosolids are conditioned with polymer and centrifuged to reduce the water content with a product goal of 6% solids. Currently, the thickened Biosolids are temporarily stored in a 1.1 million gallon capacity plastic-lined pond with sealed cover (the "Biosolids Transfer Bladder") prior to loading and hauling for land application. Biosolids are pumped from the Biosolids Transfer Bladder into tankers which haul it daily to agricultural fields. Thickened Biosolids are sub-surface injected into the soil to prevent any odor nuisance.

**Commercial Scale Weighing:** Onsite, at the RBMF, is a County owned and operated certified commercial truck scale that is used to weigh every transport vehicle (truck/tanker) before and after loading of Biosolids. The scale is positioned by the Thickened Biosolids truck fill station.

**Landsite(s) for Application:** Cake Biosolids are currently transported by truck and Thickened Biosolids are currently transported by tanker to registered properties located in Pima and Pinal Counties.

**Biosolids Composition:**

**Class B:** Biosolids from the RBMF at Tres Rios WRF meet the requirements of 40 CFR §503.13, Table 1 pollutant ceiling limits. The average concentrations for the pollutants referenced in Arizona Administrative Code § R-18-9-1005 and in 40 CFR §503.13 Table 1 for the Biosolids are listed in **Appendix B: Pollutants and Metals, Appendix C: Nutrient and Inorganics Biosolids Analytical Data Summary**, lists the nutrient content analyzed for the Biosolids sampled during the period 2011-2014. Potential bidders may review the Tres Rios WRF design reports at Building 1 of the Tres Rios WRF, 7101 N. Casa Grande Highway, Tucson, Arizona.

**Quantity:** The estimated quantity of Biosolids generated from County's facilities over the next two-year period is 220 wet tons Cake Biosolids per day. Actual daily production may vary significantly. Payments to the Contractor will be based on the actual quantity, measured in wet tons, of Biosolids loaded, hauled, and land applied. Wet Tons are the Dry Tons plus

the associated water content. Annual Biosolids quantities generated by the County over the last twenty (20) calendar years are listed in **Appendix D: Annual Dry Production Biosolids**. The Biosolids may be supplied in either Cake or thickened form. It is PCRWRD's intent that Biosolids production will be predominantly in the form of Cake Biosolids. However, due to scheduled maintenance or other occurrences, Biosolids production will occasionally be in the form of Thickened Biosolids. If Thickened Biosolids are produced, the targeted solids content is 6% (see below), but may vary between 2% and 10%.

**Solids %:** Biosolids in the RBMF digesters at Tres Rios WRF are approximately 2.9% solids content. When producing thickened Biosolids, Pima County's goal is a product with approximately 6% solids although it may range from 2% to 10% solids concentration. Cake Biosolids range from 12 to 25% solids concentration with a goal of 22% solids. Occasionally, due to Biosolids production requirements beyond the capacity of the centrifuge, a portion of the Biosolids will be directly delivered to the Biosolids Transfer Bladder from the digesters without being centrifuged.

### C. OBJECTIVE

Managing Pima County Class B Biosolids includes the loading, hauling and where applicable, land application, composting, incineration, landfilling, site-management, record keeping, and if applicable, further preparation, of the Biosolids produced at the RBMF.

The management of the Biosolids will be in accordance with all of the following:

- State of Arizona regulations, Title 18 Chapter 9 Article 10 for the Disposal, Use and Transportation of Biosolids; federal regulations for the use and disposal of Biosolids,
- 40 CFR part 503 (referenced as §503 hereafter); 40 CFR 257; 40 CFR 258;
- All other applicable Federal, State, and Local regulations.

WRF Permits:

- Tres Rios WRF AZPDES Permit no. AZ0020001;
- Agua Nueva WRF AZPDES Permit No. AZ0026107;
- Green Valley WRF AZPDES Permit No. AZ0024937;
- Avra Valley WRF AZPDES Permit No. AZ 0024121;
- Randolph Park WRF APP Permit No. P-100635; *Indefinitely suspended*
- Mt. Lemmon WRF AZPDES Permit No. AZ 0022250;
- Corona de Tucson WRF APP Permit No. P-100644;

### D. CONTRACTOR RESPONSIBILITIES

#### 1. Services

Contractor will furnish all labor, materials, and equipment required for the removal and hauling of bulk Biosolids generated from County's Regional Biosolids Management Facility. Final disposition of Biosolids will be within the regulatory framework as permitted by AZPDES permits issued to Pima County, and any applicable AZPDES permit issued to the Contractor, and in accordance with 40 CFR Part 503, ADEQ's rules for Land Application of Biosolids (AAC. § R18-9-1001, *et seq.*), Technical Specifications and other applicable Federal, State, and Local regulations. If land application of biosolids or composting are the preferred method of disposition, Contractor is responsible for furnishing of any equipment required.

Contractor will load and haul Biosolids generated from the RBMF for any further processing, staging, land application, composting, or disposal as per the approved plan(s).

#### 2. Permitting and Land Agreements

Contractor will obtain all approvals, permits, and licenses required to perform every aspect of Contractor's operation. Prior to Biosolids application on any land, the Contractor will provide to PCRWRD all the following items:

- 2.1 Copy of the Contractor's Agreement(s) with the land owner(s); and
- 2.2 Copy of the state registration documents for all land receiving Biosolids.

**3. Plan of Operation**

- 3.1 Contractor will submit a "Plan of Operation" with their bid for review, approval and acceptance by PCRWRD prior to award of any contract.
- 3.2 The Plan of Operation will be updated at least annually or, as necessary, when changes occur to operations, land application sites, regulatory requirements, design of agronomic rate, or compensation.
- 3.3 At a minimum, annual updates to the Plan of Operation must be submitted to the County for approval by February 28 of each year, or as frequently as operational changes necessitate.

**4. Schedule**

- 4.1 Contractor will provide a weekly schedule to the designated RWRD Treatment point of Contact (to be confirmed after award).
- 4.2 This weekly schedule will include, at a minimum, driver's name, time(s), and location of delivery.
- 4.3 The schedule is to be submitted not later than 4:00 p.m. (local) Friday of the week prior (for the following week).
- 4.4 The schedule shall be submitted via email unless the County and Contractor agree on an alternative method.
- 4.5 Contractor will ensure weekly schedule is performed to ensure proper inventory measurements at the silos and bladder.

**5. Determination of Agronomic Rate**

- 5.1 Agronomic rate is used in the §503 regulations to limit the amount of Biosolids applied to the land to fertilize the crop or vegetation grown on the land. The purpose of limiting the application rate to the agronomic rate is to comply with the Arizona Aquifer Protection Permit program by minimizing the potential to contaminate the ground water by nitrogen in the Biosolids.
- 5.2 Contractor will utilize the following factors to design a site specific whole Biosolids agronomic application rate which implements the intent and scope of §503 and the Arizona Aquifer Protection Permit program:
  - a. Total Nitrogen needs of the crop or vegetation grown on the land.
  - b. Available nitrogen in the Biosolids.
  - c. Soil conditions at the Land Application Site.
  - d. Geology of the Land Application Site.
  - e. Other factors which affect the utilization or movement of nitrogen.
- 5.3 Contractor will supply the design to PCRWRD and certify the Agronomic Rate for each Land Application Site prior to the application of Biosolids.

**6. RWRD Requirements of Contractor when on County Property:**

- 6.1 Contractor's personnel must attend a plant safety briefing prior to coming on RWRD Plant sites. Contractor will contact the County employee designated as the RWRD Treatment point of Contact prior to visit.
- 6.2 Contractor's employees are required to swipe in at County control access points maintaining all Pima County Security Procedures. At a minimum, this requires no tail-gating into the facility.
- 6.3 Contractor is required to provide staff Personal Protective Equipment (PPE) to wear while performing services at the RWRD plant site. PPE may include but be not limited to hard hats, fall protection equipment and gear, steel toe boots, safety vest, eye protection, and hearing protection.
- 6.4 Contractor is to leave a clean work site once the services, inspection, or repair work is completed. Any chemical or fluid spills are to be immediately reported to the County employee designated as the RWRD Treatment point of Contact. All debris shall be disposed of by the Contractor at the Contractor's expense. All materials, tools, equipment, etc., shall be removed or safely stored.
- 6.5 The County is not responsible for theft or damage to Contractor's property.
- 6.6 All possible safety hazards to workers or the public shall be corrected immediately, and left in a safe condition at the end of each workday.
- 6.7 Contractor must provide all their own personnel, materials, and equipment to perform the necessary services which may include inspections/repairs at no additional cost to Pima County.
- 6.8 Contractor shall be responsible for the safety of their employees at all times.
- 6.9 RWRD site entry is restricted to authorized persons with proper identification such as driver's license, commercial driver's license, or a passport.

- 6.10 All chemicals used on RWRD Treatment Facilities require the Contractor to submit the SDS to the RWRD Treatment Point of Contact for approval prior to application.
- 6.11 RWRD prohibits smoking and e-cigarette/vaping devices, use of chewing/smokeless tobacco, alcohol, drugs, and weapons on all plant sites.
- 6.12 Contractor is responsible for providing copies of driver's CDLs to County and updated when changes occur.

#### **7.0 Performance Measure: Inventory Levels**

Contractor guarantees delivery of service on a **daily basis after issue date of Notice to Proceed.**

7.1 For cake biosolids, Contractor shall strive to achieve a 75% available silo storage capacity, or 25% fill, at the end of each day thereby allowing uninterrupted centrifuge operation throughout the night. Likewise, Contractor shall not exceed 25% available silo storage capacity, or 75% fill, volume by the resumption of operation the beginning of each day. This is estimated between 10 – 13 loads per day when using a 25 ton capacity moving bed trailer.

7.2 For thickened biosolids, Contractor will remove the Thickened Biosolids from the Transfer Bladder continuously until the Bladder is empty. This is estimated at 30 tanker loads per day when using a 7,000 gallon tanker.

#### **E. COUNTY RESPONSIBILITIES**

To accommodate the operation, maintenance, and management of the Biosolids Land Application Management Program, PCRWRD will provide the following in accordance with the Agreement.

1. Treat wastewater solids for compliance with Class "B" Biosolids and vector attraction requirements.
2. Provide anaerobically digested Biosolids in thickened or Cake form.
3. Provide and maintain thickened Biosolids storage tanks, piping, pumps and tanker truck loading systems.
4. Provide and maintain Biosolids Cake silos and truck loading discharge system.
5. Provide, maintain, and calibrate the vehicle Weigh Scale Station.
6. Provide electrical service to Biosolids pumps, loading valves and vehicle weigh scale station.
7. Provide access to Biosolids loading systems, including maintenance of access roads and gates.
8. Sample Biosolids daily for laboratory analysis of solids concentration.
9. Provide solids concentration analyses to the Contractor monthly for reporting purposes.
10. Provide Biosolids nitrogen concentration analysis data to the Contractor once per month.
11. Review the Contractor's Plan of Operation and amendments or modifications, and approve when the Agreement requirements are met.
12. Measure and record daily discharge of Biosolids into transfer tanks and silos.
13. Receive, review and process invoices, and pay the Contractor based on approved invoices.
14. Receive and act accordingly on all notifications and on all reasonable RBMF maintenance requests and requests for information received from the Contractor in writing.
15. Receive and archive Biosolids land application data, notices, records, reports, and other information prepared by the Contractor for submission to any third party.
16. Receive and archive the monthly and annual Pollutants in the Biosolids analyses reports prepared by the Contractor.
17. Direct the Contractor on the handling of the Biosolids reserved for use by PCRWRD.
18. Inspect any facilities, equipment, practices, or operations used in the treatment, storage, use, or disposal by the Contractor.
19. Provide a primary point of contact for all communications and correspondence.
20. Provide direction, verbal and written, as necessary, to support the activities of the Biosolids management program and maintain the continuous operation of the Tres Rios WRF.
21. Issue access cards to Contractor employees for timely entry to RBMF.
22. Provide reports to Contractor regarding inventory levels of biosolids to ensure compliance with Inventory Performance Measure:

## F. POINT OF REGULATORY COMPLIANCE AND MEASUREMENT FOR COMPENSATION

**Measurement:** For the purpose of measurement of the services performed by Contractor, PCRWRD will take a daily composite sample of Biosolids for analysis of solids concentration. The results of the solids concentration analysis will be provided to Contractor once a month for compliance purposes to measure the quantity of Biosolids delivered to Contractor.

PCRWRD will measure daily Biosolids discharges of Thickened Biosolids to the Biosolids Transfer Bladder and Biosolids Cake silos.

**Cake Biosolids,** Contractor will be responsible for providing covered, water-tight truck bed containers for conveyance of Cake Biosolids. Contractor will also be responsible for weighing of each truck before and after loading using the County scale at the RBMF. The net weight of the Cake Biosolids in the truck is used in the calculation of the compensation.

**Thickened Biosolids,** Contractor will be responsible for providing tanker trucks for conveyance at the loading station. Contractor will be responsible for the weighing of each tanker truck before and after loading thickened Biosolids at the RBMF. The net weight of the Thickened Biosolids in the Tanker Truck is used in the calculation of compensation.

**Weiighing Operations** of each transport vehicle (truck/tanker) will be performed before and after loading either the Thickened Biosolids at the Fill-stand, Facility #22, or the Cake biosolids at the Truck Bay, Facility #23. The transport vehicle load weight is grossed and netted. The truck load activity, the truck and the truck driver information will be electronically recorded, transmitted via Ethernet to RWRD and to the Biosolids Management Service contractor for record management, regulatory compliance, and invoicing. A load receipt for the truck driver's use will be printed at the commercial truck scale access and automation system equipment. The commercial truck scale has a weight display and a receipt printer; it has automated data acquisition and transmission. Should the automated scale system not be available, the centrifuge operator can provide weight readings to the truck drive from the Cake silos SCADA records before and following the Cake loading to use as proof of weight. For Thickened Biosolids, the wet well level difference before and after loading can estimate the weight of the tanker load

### Compliance:

**For compliance with Direct Bulk Application** of Biosolids regulations and for County's AZPDES reporting purposes, the sampling point for analyses of nutrients, §503.13, Pathogen levels, vector attraction reductions, and R18-9-1005 Table II Pollutants will be at the end of all County Biosolids treatment at Tres Rios WRF (dewatered cake) and prior to Contractor's acceptance of the Biosolids.

**For Indirect Bulk Application and Non-bulk Application of Biosolids,** sampling and point of regulatory compliance will be as per Contractor's AZPDES permit, or at the end of further preparation of Biosolids by Contractor prior to land AZPDES application or distribution. Contractor will perform all sampling and analyses as required by the Agreement and its AZPDES permit, by sample methods and solid, liquid and hazardous waste sample methods established in A.A.C. R9-14-613.

## G. MONITORING AND RECORDS

Samples and analytical measurements for the purpose of compliance data will be representative of the monitored activity and will at a minimum:

- a. Utilize the analytical methods stated in §503.08, July 1, 2001, or by the wastewater sample methods and solids, liquid and hazardous waste sample methods established in Arizona Administrative Code A.A.C. R9-14-613.
- b. Be analyzed by an environmental laboratory licensed in the State of Arizona in conformance with A.R.S §36-495.
- c. Utilize sample preservation procedures, container materials, and maximum allowable holding times prescribed in Table II of 40 CFR 136, dated July 1, 1993.
- d. Retain records of all monitoring information, including all calibration and maintenance records and all original strip chart or electronic digital recordings for all monitoring instrumentation as permissible by regulations, copies of all reports required by this Agreement, and records of all data used for a period of at least ten years (or longer as required by §503 and R18-9-1001, *et seq.*) from the date of the activity.
- e. Records of monitoring information will include:
  - 1) Method, date, exact place, and time of sampling or measurements;
  - 2) Individual(s) who performed the sampling or measurements;
  - 3) Date(s) analyses were performed;

- 4) Individual(s) who performed the analyses;
- 5) Analytical techniques or methods used; and
- 6) Results of such analyses.

## H. PLAN OF OPERATION

The purpose of the *Plan of Operation* is to provide a detailed description of Contractor's entire planned operation, from Biosolids receiving to the land application.

It also includes measures for land application site management and outlines of record keeping (per 40CFR Part 503, AAC Rule 18, Chapter 9 – Article 10) Appendix a: ACC - Recordkeeping.

Contractor will operate in accordance with the approved Plan of Operation to assure protection of the environment with respect to air, ground water, and surface water quality.

The plan will describe how Contractor will receive and remove Biosolids from the RBMF site in accordance with the requirements of the Agreement without interruption or impact on the operations of the Tres Rios WRF. PCRWRD's approval of the Plan of Operation is required before Contractor can be issued a Notice to Proceed.

Information to be provided in the **Plan of Operation** will include, but not be limited to, the following:

1. **Overview:** Detailed description of Contractor's overall process, including further preparation or derivation processes, if applicable.
2. **Biosolids Receipt and Removal Plan** describing the manner in which Contractor will receive and remove Biosolids from the RBMF site as produced for each of the following situations:
  - a. During any delay from the 1<sup>st</sup> Contract day in the start-up of Contractor's completed in-place operation.
  - b. Initial start-up of Contractor's operation.
  - c. Normal daily operations.
  - d. Operations during inclement weather conditions.
3. **Detailed Work Description** on how the Work related to Contractor's complete operation will be accomplished without creating impacts on the RBMF and Tres Rios WRF operations. The description will address, but not be limited to, the following:
  - 3.1 **Overview of the Plan** that describes the Contractor's operations.
  - 3.2 **Standard Operational Procedure(s)** which addresses the following:
    - Communicate daily with Pima County the time of arrival of the first transport vehicle, the number of transport vehicles planned for the day and the estimated round-trip travel time to the disposition location.
    - Daily receipt of County's Biosolids
    - Load and haul all Biosolids on a schedule approved by the County.
    - Accept Biosolids as the County provides to the contractor
    - Provide daily application inventories accounting for all Biosolids removed from Tres Rios WRF
  - 3.3 **Other Processes:** Controlling further preparation or derivation processes.
  - 3.4 **Conveyance system:** Describe the routes biosolids will be transported to each approved landsite for application and storage (i.e., haul routes).
  - 3.5 **Land Application Site Specific Plans:** in accordance with 40 CFR 501.15(a) (2) (vi) through (viii), in accordance with 40 CFR 501.15(a) (2) (ix) through (xi) for Land Application Sites, and in accordance with R18-9-1013(B) (8) and R18-9-1-13(B) (9), and any other applicable requirement.
  - 3.6 **Past and present land uses** at the application sites including baseline soil data for each site.
  - 3.7 **Staging / Storage areas** (locations, sizes, odor and nuisance control, duration of storage, etc.).
4. **Emergency Response Plan** which addresses at least the removal and disposal of the following:
  - 4.1 Material or accidents at the Regional Biosolids Management Facility.
  - 4.2 Material or chemical spills or accidents within Contractor's operations facilities, storage facilities, along the conveyance systems, and at all Land Application Sites.
  - 4.3 Transportation vehicle accidents.
  - 4.4 Transport route closures.

## 4.5 Land application contingencies during inclement weather conditions.

5. **Contingent Plans** for disposal, isolation or recovery which address the following:
  - 5.1 When pollutants in Biosolids exceed §503.13, Table 1 limits, R18-9-1005 Table 1.
  - 5.2 End products from Contractor's preparation or derivation process which do not meet the minimum specification requirements.
6. Details on **Further Preparation**/derivation methods, process description, additives, markets, distribution, and recall of the product.
7. **Health and Safety Plan** for RWRD, the public, and Contractor's personnel.
8. **Environmental Controls** of odors, fumes, dust, smoke, waste products, industrial discharges, storm water runoff, and any other potential release of pollutants into the environment.
  - 8.1 Provide a written contingency plan for mitigating potential thermal/fire hazards resulting from the staging of Cake Biosolids; the mitigation measures must be included in the Plan of Operations.
  - 8.2 Provide a written schedule for mitigating odors and flies for staged Cake Biosolids and include these mitigation measures in a Plan of Operations.
9. **Operation and Maintenance Manual** for each of Contractor's facilities relating to this Agreement. The Contractor needs to maintain adequate equipment to support continuity of operations at the Tres Rios WRF.
10. **Operation Training Program** that properly trains management, operation, and maintenance personnel.
11. **Budget Management Plan** providing evidence of having an adequate budget for operation and maintenance.
12. **Quality Control/Assurance Plan** for sampling, testing, certifications, and operational procedures.
13. **Communication Plan** which includes names and phone numbers of Contractor's personnel to contact for routine operations, emergencies, and the location of records. Include an organization chart of key personnel and identify the primary contact person.
  - 13.1 Contractor is required to attend a monthly update meeting with Pima County to discuss the past month's issues and challenges, status of staged or applied Biosolids and next month's projected applied fields, truck schedule, and any upcoming changes or projects planned by Pima County.
14. **Regulatory Compliance Plan** showing Contractor will meet the regulatory requirements on a continuing basis.
  - 14.1 Obtain and maintain all approvals, permits, and licenses required to perform every aspect of Contractor's operation including ensuring that all land application sites are and remain properly registered.
  - 14.2 Maintain all recordkeeping required by regulation or by the terms of this Agreement.
15. **Access Plan** with a clear explanation of how Contractor will assure that designated representatives of PCRWRD, State, or Federal Government are allowed unrestricted access to Contractor's operational facilities and land application sites during the term of the Agreement.
  - 15.1 Allow County the ability to tour the land to be used prior to the "Notice to Proceed."

**I. STORM WATER DISCHARGE COMPLIANCE**

The Regional Biosolids Management Facility is located within the boundary of Tres Rios WRF whose AZPDES Permit includes the Storm Water Pollution Prevention Plan for the facility. Contractor's activities must comply with and not create a conflict with the applicable Storm Water Pollution Prevention conditions of the Multi Sector General Permit Number 2010-002, Authorization AZMSG, 72059 for Tres Rios WRF and Best Management Practices. Contractor will be responsible for all storm water permitting and compliance relating to Biosolids management outside the Tres Rios WRF.

**J. PRESERVATION OF ENVIRONMENTAL QUALITY**

Contractor will take all steps in its performance of Work to preserve air quality, ground water quality, surface water quality, and storm water quality. Contractor will install adequate devices, equipment and establish procedures necessary to control vectors, odors, fumes, smoke, dust, chemicals, and any other pollutants that may be released to the environment because of its activity. Odor masking is not an acceptable method to manage odors.

**K. NOTIFICATION****1. Immediate Reporting**

In the event of an accidental discharge or spill, which may endanger health, or the environment, Contractor must verbally notify PCRWRD by telephone to the OCC upon discovery of the occurrence. Contractor must follow up in writing to PCRWRD within 24 hours via email.

**2. Twenty-Four (24) Hour Reporting**

Contractor must verbally notify PCRWRD by telephone within twenty-four (24) hours after the time Contractor becomes aware of the circumstance in which:

- a. Any application or distribution of Biosolids occurs which is not in compliance with the Agreement
- b. Any further preparation or derivation process is performed which is not in compliance with the Agreement.
- c. Contractor must follow up in writing to PCRWRD

**3. Follow-up Notification**

Within five (5) days following a verbal notification, Contractor will submit to PCRWRD a detailed written report containing such information and describing the root cause of the discharge or spill. Contractor to provide detailed corrective actions resulting in mitigation of future failures. To be included, measures to be taken by Contractor to prevent similar future occurrences. Such notification will not relieve Contractor of any expense, loss, damage, fines, civil penalties or other liability which may be incurred as a result of damage to the RBMF, Tres Rios WRF, or any other people or property; nor will such notification relieve Contractor from any fines, civil penalties, or other liability which may be imposed by Agreement or other applicable law.

**4. Other Notifications**

Contractor will notify PCRWRD sixty (60) days prior to a change in Work which will affect the compensation, regulatory compliance, or will impact the progress of the Work.

Contractor will notify the PCRWRD and ADEQ of any non-compliance within twenty-four (24) hours if the non-compliance may seriously endanger health or the environment. For other instances of non-compliance, the Contractor will notify PCRWRD and the ADEQ's Biosolids Coordinator, Water Quality Division Compliance Section of the non-compliance in writing within five (5) working days of becoming aware of the non-compliance.

**5. Non-Compliance Notifications**

Contractor will report all instances of non-compliance at the time the monthly report is submitted. The information in the report will include the location of discharge, the type of waste, concentration, and volume of waste, and the corrective actions taken.

When Contractor becomes aware that it failed to submit any relevant facts, or submitted incorrect information in any report, it will submit correct information or facts promptly.

County reserves the right, until Contractor returns to full compliance, to suspend all payments to Contractor if any required notifications or follow-up reports are not timely submitted. Contractor is still required to perform daily duties while working to resolve any discrepancies.

**L. BIOSOLIDS LOADING FROM THE REGIONAL BIOSOLIDS MANAGEMENT FACILITY**

At the RBMF thickened Biosolids will be loaded from the Biosolids Transfer Bladder loading station, or Cake Biosolids will be loaded from the Cake silos loading bay. Contractor will work with County staff to perform operations necessary to load and haul Biosolids. Contractor's operation will not interfere with PCRWRD's operation of the facility.

Contractor will remove Biosolids from the Biosolids Transfer Bladder or Cake silos 24 hours per day, seven days per week, 365 days a year. Contractor's operation will not interfere with PCRWRD's operation of the centrifuge facility.

**M. THICKENED BIOSOLIDS TRUCK LOADING STATION PROCEDURE**

The Contractor will:

1. Perform a tare weight of the tanker truck on Truck Scale at the Truck Loading Station.
2. Uncover the truck bed before proceeding to fill.



3. Proceed up the scaffold, attach fill hoses, and start pumps to fill the tanker truck close to, but not less than 80,000 lbs., however, in no case fill the tanker more than the legal weight limit of any road over which the vehicle will travel or above the capacity of the tanker or above the capacity of the truck bed.
4. Close and secure the hatch on the tanker.
5. Wash area around hatch and tanker with County provided hose and water station.
6. Proceed downstairs to scale room and print scale weight ticket of the loaded tanker truck.

#### **N. DEWATERED BIOSOLIDS (CAKE) LOADING PROCEDURE**

The Contractor will:

1. Perform a tare weight of the Biosolids Cake hauling truck.
2. Proceed to fill the truck bed close to, but not less than 80,000 lbs. However, in no case fill more than the legal weight limit of any road over which the vehicle will travel.
3. Uncover/Cover the truck bed.
4. Wash Cake material off exterior body of truck and wheels.
5. Proceed to truck scale to weigh the loaded haul truck and print ticket.

Weigh ticket is used for ADOT compliance, Agronomic rate calculation, invoicing, and regulatory reporting to the State and Federal agencies.

#### **O. HOUSEKEEPING IN LOADING AREA AND ACCESS ROAD**

At all times, Contractor will keep the Biosolids loading area and all Tres Rios access roads free of debris and uncontained Biosolids resulting from Contractor's activities while performing the Biosolids management services. Keep the scale and surrounding area clean.

#### **P. BIOSOLIDS HAULING**

Contractor will utilize hauling routes recommended by the Contractor and approved by PCRWRD for Biosolids hauling. *The approval of the route by PCRWRD does not relieve the Contractor of any responsibility related to transport of Biosolids over the approved routes.* Further, PCRWRD reserves the right to withdraw its approval of any hauling route after giving approval to Contractor and require the use of alternative routes. Deviation from approved routes will be considered a breach of Agreement. County may declare default for more than three deviations during any thirty-day period. *County reserves the right to withhold payments until Contractor is back into compliance.*

Contractor will be responsible for all costs associated with traffic violations or other claims incurred in the conveyance of Biosolids.

#### **Q. TEMPORARY STORAGE**

Any storage of bulk Biosolids or further prepared Biosolids located away from the Regional Biosolids Management Facility will not be more than one (1) month unless the Contractor can justify to PCRWRD the need for additional staging time. PCRWRD, at its sole discretion, may allow additional staging time of Biosolids. The storage area must comply with applicable Federal, State and Local laws, statutes, regulations and ordinances.

#### **R. FINAL DISPOSITION OF BIOSOLIDS**

Bulk Biosolids are expected to meet Class B pathogen requirement at the time of delivery to the Contractor. In addition, County's bulk Biosolids is expected to meet the vector attraction reduction requirement at the time of delivery by reducing the mass of volatile solids in the Biosolids by a minimum of 38%.

Biosolids may be disposed of by Landfilling or by Beneficial Use. Beneficial Use refers composting or to the land application of County's bulk Biosolids in lieu of landfilling as the final disposition. If Beneficial Use of biosolids are the intended method of disposal, the following conditions will apply.

## General Requirements:

1. Beneficial use of Biosolids allowed in this Agreement is for Commercial Composting or for Direct Bulk Application of bulk Biosolids prepared by County on agricultural land, ranch lands, pastures, forest, or reclamation sites.
2. Contractor will follow the terms and definitions of §503, Subpart B, except for additional or more restrictive requirements stated in this Agreement or by a regulatory requirement.
3. Contractor will not co-mingle County's Biosolids. Co-mingling of Biosolids refers to the application of County's Biosolids to a Land Application Site being used concurrently to apply Biosolids from source(s) other than the County.
4. Contractor will not utilize County's Biosolids to further prepare, derive a material from, nor co-mingle with solid wastes which are hazardous waste as defined by 40 CFR261.3.
5. When Contractor is required to prepare or submit notices, records, reports, and other necessary information to any Federal, State or Local regulatory authority, landowner, lease holders, or any other party, then Contractor will also submit, at the time of each submittal, two copies of each to PCRWRD's representative identified in STC Section 42.
6. Contractor will provide a land application forecast which describes the land application activities planned for the next month. The forecast will identify the land application sites to be utilized for inclusion in the monthly report.

**S. DIRECT BULK APPLICATION REQUIREMENTS AND RESTRICTIONS****1. General Restriction**

Contractor will incorporate the following additional restrictions to §503.11(a) in its Work: Biosolids may be applied to land used to grow food crops provided the harvested parts of the food crops grown do not touch the Biosolids/soil mixture and provided the harvest time restrictions of 40 CFR 503.32(b)(5) and R18-9-1009(A) are met.

**2. General Requirements §503.12**

Contractor must comply with the General Requirements stated in §503.12(e) and (h) as they are written. Contractor must comply with the General Requirements stated in §503.12(b), (d), and (i), modified as follows:

**§503.12(b)** In addition to what is stated in §503.12(b) as written, determinations of Cumulative Pollutant Loading Rate will be revised a minimum of once every fourteen (14) days based upon the monitoring results of Biosolids applied or to be applied to the land application site.

**§503.12(d)** PCRWRD will provide Contractor written notification of the concentration of total nitrogen (as N on a dry solids basis) in the bulk Biosolids monthly on the basis of a one day composite sample.

**§503.12(i)** Prior to Contractor's Initial Direct Bulk Application, Contractor will provide written notice to the permitting authority for the State of Arizona.

The notice will include:

- Location, by either street address or latitude and longitude, of the Land Application Site.
- Name, address, telephone number, and AZPDES permit number of the personnel who performs the Direct Bulk Application.

**3. Pollutant Limits §503.13, R18-9-1005**

Contractor's Direct Bulk Application will only be to Agricultural Land, ranch lands or pastures, Forest, or a Reclamation Site, and will not exceed the cumulative pollutant loading rates for any pollutant listed in §503.13(2), as listed on page 9099 in Vol 59, No.3B of the Federal Register, dated February 25, 1994.

Contractor will notify PCRWRD when the cumulative loading of the most limiting pollutant reaches 75% of its maximum allowable cumulative loading rate for each Land Application Site.

**4. Management Practices**

Contractor must comply with the Management Practices as stated in §503.14(a), (b), (c) and (d) as they are written and the corresponding provisions in R18-9-1007.

**5. Operational Standards**

Contractor must comply with the Operational Standards as stated in §503.15, and the corresponding provisions in R18-9-1009:

**1. Pathogens**

Contractor will comply with the site restrictions in §503.32(b) (5) (v), (vi), (vii) and (viii) as written. Contractor will comply with the site restrictions in §503.32(b) (5) (iv), modified as follows:

Feed crops and fiber crops will not be harvested for thirty (30) days after application of Biosolids.

**2. Vector Attraction**

Contractor will manage the Biosolids provided by the County in a manner that will not cause nor create a vector attraction in accordance with R18-9-1009(B).

**6. Frequency of Monitoring**

Contractor must comply with the frequency of monitoring as stated in §503.16, and the corresponding provisions in R18-9-1012. Specifically:

1. Pollutants and Metals listed in **Appendix B** and Nutrient and Inorganics listed in **Appendix C** will be measured at least once every fourteen (14) days.
2. Determinations of Whole Biosolids Agronomic rate will be revised a minimum of once every thirty (30) days based in part upon the monitoring results of section §503.12(d) provided by County. If Contractor requires more frequent determination, then Contractor will obtain the necessary information to make the determination.
3. Samples and analytical measurements which establish the cumulative pollutant loading rates, and demonstrate compliance will be in conformance with Monitoring Records and Special Requirements at a frequency stated in the Agreement.
4. Contractor will record at least once every thirty (30) days the manner in which the Management Practices of §503.14 are being met.
5. Contractor will record at least once every thirty (30) days the manner in which the site restrictions in §503.32(b) (5) are met. The record will also include the starting dates and duration of each site restriction.

**7. Recordkeeping**

Contractor will comply with the Recordkeeping requirements stated in §503.17(a) (5) (ii) **Appendix A** (Rule 18, Chapter 9, Article 10, Section 1013).

**8. Reporting**

**8.1 Monthly Report:** Contractor will furnish a monthly report to PCRWRD and must comply with the reporting requirements stated in §503.18. Monthly reports will be submitted to the designated PCRWRD point of contact on or before the nineteenth (19<sup>th</sup>) day of the following month. Information to be reported monthly for each Land Application Site for all activities and events which occurred, will include, but not be limited to, the following:

- 8.1.1 Identification of each site in which activity occurred related to this Agreement during the reporting period.
- 8.1.2 Name of the crop, planting date, harvest date, and its corresponding agronomic rate.
- 8.1.3 Quantity of Biosolids applied during the reporting period. (including weigh ticket information)
- 8.1.4 Whole Biosolids agronomic application rate applied during the reporting period.
- 8.1.5 Amount, by weight in kilograms per hectare (equivalent dry solids) of each Pollutant listed in §503.13(b) (2), R18-9-1005 Table 4 added during the reporting period.

- 8.1.6 Cumulative pollutant loading rate of each pollutant listed in §503.13 (b) (2), AAC § R18-9-1005 Table 4.
- 8.1.7 Percent of cumulative pollutant loading rate used to date per each pollutant listed in §503 (b) (2), AAC § R18-9-1005 Table 4.
- 8.1.8 Date and time of each activity or event that occurred during the month.
- 8.1.9 Description of how Contractor is maintaining compliance with their management practices.
- 8.1.10 Description of how the site restrictions have been and are being met.
- 8.1.11 Test soil sample results taken.
- 8.1.12 Contractor will report all instances of non-compliance at the time the monthly report is submitted.
- 8.1.13 Contractor will analyze Biosolids the following constituents concentrations twice every month and submit the results in the monthly report:
  - 8.1.13.1 Pollutants in the Biosolids listed in 40 CFR of §503.13, Table 2 in AAC § R18-9-1005.
  - 8.1.13.2 Aluminum, Boron, Calcium, Chloride, Iron, Magnesium, Manganese, Ammonia Nitrogen, Nitrite, Nitrate, Kjeldahl Nitrogen, pH, Phosphorus, Potassium, Total Solids, Silver, Sodium, Sulfur, and provide the results in monthly reports to PCRWRD including the amount of Biosolids land applied that month to each field, size and location of the field, dates of Biosolids application, cumulative pollutant loading, crop, agronomic rate, seeding and harvesting dates.
- 8.2 **Annual Report:** Contractor will submit an annual Biosolids report to PCRWRD by January 19 of each year and to ADEQ by February 19 of each year for the period covering the previous calendar year. Contractor will certify in the annual report that the Contractor's management practices, site restrictions, and any applicable vector attraction reduction requirements of 40 CFR §503 Subpart B have been met, and that the harvesting restrictions in effect for up to 38 months have been met.

The Annual Report will include:

  - 8.2.1 Amount of Biosolids generated during the reported year, in dry metric tons, and the amount accumulated from previous years.
  - 8.2.2 Results of all pollutant monitoring required under 40 CFR §503, AAC § R18-9-10.
  - 8.2.3 Description of pathogen reduction methods and vector attraction reduction methods §503.17 and AAC §§ R18-9-1006 and R18-9-1010.
  - 8.2.4 Names, mailing addresses, and street addresses of personnel who received Biosolids for storage, further treatment, disposal in a municipal waste landfill, or for other use or disposal methods not covered above, and volumes delivered to each;
  - 8.2.5 Locations of Land Application Sites used that calendar year, size of each parcel applied to,
  - 8.2.6 Locations of Land Application Sites used that calendar year, size of each parcel applied to, owner of site, volumes applied to each site (dry metric tons/year), dates of Biosolids application, agronomic rates, seeding and harvesting dates, §503.13 table 3, AAC § R18-9-1005 Table 2, metal concentrations, certification of management practices in §503.14, AAC § R18-9-1013(B) and site restrictions in §503.32(b) (5), AAC § R18-9-1009.
  - 8.2.7 Invoice payments will not be processed until all reporting deadlines specified in the pertinent regulations and the Agreement are met.

## T. SPECIAL REQUIREMENTS

1. The Contractor will be responsible for the construction of all components of Contractor's systems and the proper maintenance throughout the life of the Agreement. All repair and replacement costs for these systems are the responsibility of the Contractor. All improvements placed on Pima County land will become the property of County at the end of the Agreement term at the option of County, otherwise the Contractor will remove all improvements at his expense within thirty (30) days of the expiration of the Agreement term.

2. Contractor will test soil samples for all the pollutants listed in Table 1 of §503.13 and AAC § R-18-9-1005 and provide the soil data report to County for:
  - a. Each of the land application sites before any land application;
  - b. Site when the Contractor discontinues the use of a site for land application; the Contractor will notify the County within thirty (30) days, and provide soil data to County within sixty (60) days of the notification.
  - c. Each of the land application sites at the end of the Agreement;
  - d. Site when the Contractor no longer has the right to apply Biosolids to the land application site under this Agreement; the Contractor will notify County within thirty (30) days, and provide soil data and analytical report to County within sixty (60) days of the notification.
3. PCRWRD may utilize the services of the Contractor in the form of weekly, daily, or hourly water tanker or truck bed transport of wastewater solids or Biosolids. These services serve to haul wastewater solids and Biosolids for alternative disposal, alternative land application site(s) or for reuse as seed sludge for start-up of biological wastewater treatment process units elsewhere.
4. It is in the County's interest to ensure that Biosolids from other sources do not contaminate or overload land application sites receiving County Biosolids. For that reason, Contractor must submit application history from any other source to land application sites receiving County Biosolids during the term of this Agreement.
5. Contractor will not ship Biosolids outside the State of Arizona or to Indian lands, without written consent from the County. If shipped to Indian lands, the written consent of the governing entity of the Indian lands is required.
6. All Biosolids and Biosolids products generated by the County will be reused or disposed of in accordance with the applicable portions of: 40 CFR §503 and R18-9-1001, *et seq.*, for Biosolids that are land applied. Subpart B (land application) for Biosolids placed on land for the purpose of providing nutrients or conditioning the soil for crops or vegetation; 40 CFR 257 for all Biosolids disposal practices not covered under 40 CFR 258 or 503.
7. The Contractor will be responsible for assuring that all Biosolids and Biosolids products are used in or disposed of in accordance with 40 CFR §§ 257, 258, and 503, and A.A.C. § R18-9-1001, *et seq.*, whether the Contractor reuses or disposes of the Biosolids itself or transfers them to another party for reuse, or disposal. The Contractor is responsible for informing subsequent preparers, appliers, or disposers of the requirements they must meet under 40 CFR §§ 257, 258 and 503 and A.A.C. § R18-9-1001, *et seq.*
8. The Contractor will take all steps to:
  - Prevent or minimize any Biosolids use or disposal which has a likelihood of adversely affecting human health or the environment;
  - Prevent any Biosolids entering wetlands or other waters of the United States;
  - Prevent ground water contamination during the treatment, storage, and use or disposal of Biosolids;
  - Prevent a nuisance, such as objectionable odors or flies during the treatment, storage, and use or disposal of Biosolids; and
  - Assure that haulers who transport Biosolids off site for treatment, reuse, or disposal take all necessary measures to keep the Biosolids contained.
9. The Contractor will allow the authorized representatives of EPA, ADEQ and PCRWRD upon the presentation of credentials, to:
  - Enter upon all premises where Biosolids produced/treated by the County are treated, stored, used, or disposed, either by the Contractor or by another party to whom the Contractor transfers the Biosolids for treatment, use, or disposal;
  - Have access to and copy any records that must be kept under the conditions of the Agreement or of 40 CFR § 503 and A.A.C. § R18-9-1001, *et seq.*, by the Contractor or by another party to whom the Contractor transfers the Biosolids for further treatment, use, or disposal;
  - Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations used in the Biosolids treatment, storage, use, or disposal by the Contractor or by another party to whom the Contractor transfers bulk Biosolids for treatment, use, or disposal.

10. Contractor must enter into a written Agreement with the land owner for the Biosolids application which should have the following provisions:

- To allow County, Federal, State and Local regulatory staff access to the land for the purposes of inspecting and obtaining samples from the site for testing;
- That the land owner will not allow Biosolids from sources other than PCRWRD during the term of the Agreement or until the final sampling;
- That the land owner may grow crops on the land during the term of the Agreement provided the harvested parts of the food crops grown do not touch the Biosolids/soil mixture and provided the harvest time restrictions of 40 CFR 503.32(b)(5) and R18-9-1009(A) are met; and
- That County has the right to enforce the applicable provisions of the Agreement as an involved third party.

11. Contractor's agreement with its subcontractor should have the following provisions:

- Require subcontractor to follow all County, Federal, State and Local regulatory requirements including environmental protection;
- That County has the right to enforce the applicable provisions of the agreement as an involved third party; and
- That County has the right to inspect the work premises and equipment of subcontractor and Agreement related documents.

End of Exhibit A



## EXHIBITS B - F

**Exhibit B – Experience, Client Listing**

Contractor must have a minimum of five (5) years' experience in Biosolids Project Management:

Managing a minimum of 30,000 wet tons of Cake or Thickened Form Biosolids, including Land Application, composting, landfilling, or other methods compliant with relevant laws, statutes, ordinances and regulations.

**Complete Form One (1)** providing requested information for all Biosolids management clients serviced during the past five (5) years. Information provided must substantiate meeting this minimum qualification for experience. Submit additional copies of this form as necessary.

Client 1		Service(s) Provided
Company's Name	City Phoenix	<input type="checkbox"/> Land application of Dry Biosolids Annual Quantity _____
City/State	Phoenix, AZ	
Contact Name	Craig Heiss	<input checked="" type="checkbox"/> Managing (loading, hauling, transporting) Wet Tons of Biosolids Annual Quantity: <u>130,000</u>
Contact email/Phone	602-543-2875 craig.heiss@phoenix.gov	
Describe other services provided if Beneficial Use of Biosolids was utilized		Removal, hauling and land application of cake biosolids Ongoing Since 1997

Client 2		Service(s) Provided
Company's Name	City of Tolleson	<input type="checkbox"/> Land application of Dry Biosolids Annual Quantity _____
City/State	Tolleson, AZ	
Contact Name	Luis "Beto" Lucero	<input type="checkbox"/> Managing (loading, hauling, transporting) Wet Tons of Biosolids Annual Quantity: <u>4,000</u>
Contact email/Phone	623-936-3381 blucero@tollesonaz.org	
Describe other services provided for the Beneficial Use Biosolids was utilized		Removal, hauling and land application of cake biosolids Ongoing contract since 2006

Client 3		Service(s) Provided
Company's Name	City of Fresno	<input type="checkbox"/> Land application of Dry Biosolids Annual Quantity _____
City/State	Fresno, CA	
Contact Name	Rick Staggs	<input type="checkbox"/> Managing (loading, hauling, transporting) Wet Tons of Biosolids Annual Quantity: <u>30,000</u>
Contact email/Phone	559-621-5190 rick.staggs@fresno.gov	
Describe other services provided for the Beneficial Use Biosolids was utilized		Removal, hauling composting and land application of cake biosolids Ongoing contract since 2005



**EXHIBIT C - Compliance History**

List all citations, notices of violation, show cause orders, and negative inspection findings related to Biosolids management received during the past five (5) years by Bidder and its affiliates. For each event listed, state steps taken by the Bidder to resolve the issue and the current status of any enforcement action taken against the Bidder (or affiliate) with respect to the listed event.

Notice of regulatory non-compliance received by Bidder or affiliate	Date of Notice and issuing agency	Steps taken to resolve	Current status of enforcement
See Attached NOV	Information		

**EXHIBIT C - Compliance History  
Synagro Compliance Information**

<b>Notice of Regulatory Non-compliance Received by Bidder or Affiliate</b>	<b>Date of Notice and Issuing Agency</b>	<b>Alleged Violation and Steps Taken to Resolve</b>	<b>Current Status of Enforcement</b>
Affiliate (Synagro West, Inc.)	4/3/2018; San Joaquin Valley Unified Air Pollution Control District	Applying for an Authority to Construct permit to replace the existing engine in the screen past the October 1, 2017 due date. Lack of information from the manufacturer was responsible for delayed application. Application was submitted on December 19, 2017.	Fine of \$3,750 paid 7/25/18.
Affiliate (Synagro West, Inc.)	6/30/2017; Central Valley Regional Water Quality Control Board	Overapplication on fields in August and September 2016. Revised field log sheet developed. Additionally, increased communication with landowner regarding fields available for application and weekly sign-off. Finally, an agronomic rate calculation spreadsheet was developed to better track incoming biosolids from clients for calculating weighted averages.	No further follow up from Central Valley RWQCB
Affiliate (Synagro West, Inc.)	6/30/2017; Central Valley Regional Water Quality Control Board	Overapplication to field 77 in September 2016. Revised field log sheet developed. Additionally, increased communication with landowner regarding fields available for application and weekly sign-off. Finally, an agronomic rate calculation spreadsheet was developed to better track incoming biosolids from clients for calculating weighted averages.	No further follow up from Central Valley RWQCB
Affiliate (Synagro West, Inc.)	1/19/2017; Central Valley Regional Water Quality Control Board	Green waste applied to biosolids land application areas. Observed during 12/29/16 inspection. The landowner/farmer of the site applied the green waste without Synagro's knowledge or consent. The landowner/farmer agreed not to use biosolids approved fields in the future for green waste. Report documenting application of green waste has ceased submitted in letter dated 2/10/2017. Green waste was later removed from fields 1 and 2 as requested.	No further follow up from Central Valley RWQCB
Affiliate (Synagro West, Inc.)	11/9/2016; Central Valley Regional Water Quality Control Board	Green waste applied to biosolids land application areas. The landowner/farmer of the site applied the green waste without Synagro's knowledge or consent. The landowner/farmer agreed not to use biosolids approved fields in the future for green waste. Letter was sent to Central Valley RWQCB on March 1, 2017 stating that no changes to 2015 and 2016 Annual Reports were justified.	No further follow up from Central Valley RWQCB
Affiliate (Synagro West, Inc.)	9/1/2016; Solano County Division of Environmental Health	Biosolids observed on McClosky Rd., tracked from field. Biosolids were cleaned off road immediately after Synagro was notified to the satisfaction of Solano County. Additionally, land application procedures were updated and distributed to drivers, including requirements to clean tires before leaving a land application site.	No further follow up from Solano County.

**EXHIBIT D – Registered Land**

If bidding on and awarded Group A or Group E for Land Application of Biosolids, Bidder must demonstrate the availability of a sufficient number of acres of land registered by the Bidder with the State of Arizona for the dedicated acceptance of all Pima County Biosolids. The availability of land registered must span the life of the Agreement. At the time of bid submission, Bidder must demonstrate land potentially available by providing discussions with potential landowners. Final contracts must be put in place and provided to the County within 30-days of notification of contract award but not later than fifteen (15) days prior to commencement of award.

Submit additional copies of this form and its attachments as necessary to document all available registered land available for use under any contract resulting from this solicitation.

<b>1.</b>	
Land Description including acreage	Burrue & Burrue Farms 1,453 Acres
Land Address	PO Box 774, Marana, AZ 85653 (T9S, R7E, Sections 23,24,26,27,28,34,35)
Land Owner	Greene Farms LLC, et al (Arnold Burrue)
Attached are the following document(s)	<input type="checkbox"/> DEQ request to register land for biosolids application <input checked="" type="checkbox"/> DEQ land registration document <input type="checkbox"/> Land owner consent to use land for biosolids application <input checked="" type="checkbox"/> Other – Specify <u>Farm map, public notice, and description of verbal conversation</u>

<b>2.</b>	
Land Description including acreage	David Stambaugh Farms 500 Acres
Land Address	Eloy, AZ
Land Owner	David Stambaugh
Attached are the following document(s)	<input type="checkbox"/> DEQ request to register land for biosolids application <input type="checkbox"/> DEQ land registration document <input type="checkbox"/> Land owner consent to use land for biosolids application <input checked="" type="checkbox"/> Other – Specify <u>Description of verbal conversation</u>

<b>3.</b>	
Land Description including acreage	Triple L Farms (AKA Triple P Farms) 487 Acres
Land Address	9490 Bummgartner Rd., Eloy, AZ 85231
Land Owner	Pecan Creek Rance Farms, LLC (Steve Putzer); D. Lamoreaux Farms
Attached are the following document(s)	<input type="checkbox"/> DEQ request to register land for biosolids application <input checked="" type="checkbox"/> DEQ land registration document <input type="checkbox"/> Land owner consent to use land for biosolids application <input checked="" type="checkbox"/> Other – Specify <u>Farm map, public notice, and description of verbal conversation</u>

**EXHIBIT D – Registered Land**

If bidding on and awarded Group A or Group E for Land Application of Biosolids, Bidder must demonstrate the availability of a sufficient number of acres of land registered by the Bidder with the State of Arizona for the dedicated acceptance of all Pima County Biosolids. The availability of land registered must span the life of the Agreement. At the time of bid submission, Bidder must demonstrate land potentially available by providing discussions with potential landowners. Final contracts must be put in place and provided to the County within 30-days of notification of contract award but not later than fifteen (15) days prior to commencement of award.

Submit additional copies of this form and its attachments as necessary to document all available registered land available for use under any contract resulting from this solicitation.

<b>1.</b>	
Land Description including acreage	Charles Lawrence Farms 2208 Acres
Land Address	2275 E. Selma Highway, Casa Grande, AZ 85122 (Various Sections)
Land Owner	Charles Lawrence, Barbara Lawrence, et al
Attached are the following document(s)	<input type="checkbox"/> DEQ request to register land for biosolids application <input checked="" type="checkbox"/> DEQ land registration document <input type="checkbox"/> Land owner consent to use land for biosolids application <input checked="" type="checkbox"/> Other – Specify <u>Farm map, public notice, and description of verbal conversation</u>

<b>2.</b>	
Land Description including acreage	Cotton Patch - Joe Auza Ranches 675 Acres
Land Address	PO Box 10008 Casa Grande, AZ 85230 (T8S, R6E, Section 30) primarily
Land Owner	Joe Auza, Auza Estates
Attached are the following document(s)	<input type="checkbox"/> DEQ request to register land for biosolids application <input checked="" type="checkbox"/> DEQ land registration document <input type="checkbox"/> Land owner consent to use land for biosolids application <input checked="" type="checkbox"/> Other – Specify <u>Farm map, public notice, and description of verbal conversation</u>

<b>3.</b>	
Land Description including acreage	
Land Address	
Land Owner	
Attached are the following document(s)	<input type="checkbox"/> DEQ request to register land for biosolids application <input type="checkbox"/> DEQ land registration document <input type="checkbox"/> Land owner consent to use land for biosolids application <input type="checkbox"/> Other – Specify _____



## Exhibit D – Registered Land

### Page 1

1. **Burrue! and Burrue! Farms, Marana, AZ** – Craig Geyer had a verbal conversation with Arnold Burrue!, owner of Burrue! and Burrue! Farms regarding land availability for the Pima County biosolids removal program bid. The conversation took place on October 2, 2019. During that conversation, Arnold Burrue! confirmed that his land is available and he is interested in receiving the Pima County material from Synagro if we are awarded the contract, at which time he would be willing to enter into a farmer agreement with Synagro. Included herein are the original registration and maps for the property and copies of the affidavit of publication of the public notice of Synagro's intent to utilize the property for biosolids land application. The notices were published on October 15 and October 22, 2019.
2. **David Stambaugh Farms, Eloy, AZ** – Craig Geyer had a verbal conversation with David Stambaugh, owner of David Stambaugh Farms, regarding use of his land for the Pima County biosolids removal programs. The conversation took place on October 3, 2019. During that conversation, David Stambaugh confirmed that he would be interested in receiving the Pima County material from Synagro if we are awarded the contract, at which time he would be willing to enter into a farmer agreement. The land is not currently permitted but Synagro anticipates expeditious filing of all required permit applications and completed registration within 30 days of filing.
3. **Triple L Farms, AKA Triple P Farms, Eloy, AZ** – This property is currently registered with the Arizona Department of Environmental Quality as Triple P Farms. Due to a change in ownership and name change, Synagro is working with ADEQ to update the registration to reflect the name change and changes in ownership. Attached are the original registration documents and the public notice of Synagro's intent to utilize the property for biosolids land application. The notices were published on October 15 and October 22, 2019.

### Page 2

1. **Charles Lawrence Farms, Casa Grande, AZ** – Craig Geyer had a verbal conversation with Charles Lawrence, owner of Charles Lawrence Farms, regarding land availability for the Pima County biosolids removal program bid. The conversation took place on October 2, 2019. During that conversation, Charles Lawrence confirmed that his land is available and he is interested in receiving the Pima County material from Synagro if we are awarded the contract and would be willing to enter into a farmer agreement to do so. Included herein are the original registration and maps for the property and copies of the affidavit of publication of the public notice of Synagro's intent to utilize the property for biosolids land application. The notices were published on October 15 and October 22, 2019.



2. **Cotton Patch, Joe Auza Ranches, Casa Grande, AZ** – Craig Geyer had a verbal conversation with Joa Auza, owner of Cotton Patch – Joe Auza Ranches, regarding land availability for both the Pima County biosolids removal program bid and other potential generators. The original conversation occurred in August of 2019. A follow-up conversation took place on October 23, 2019. During that conversation, Joe Auza confirmed that his land is available and he is interested in receiving the Pima County material from Synagro if we are awarded the contract and would be willing to enter into a farmer agreement. Included herein are the original registration and maps for the property and copies of the affidavit of publication of the public notice of Synagro's intent to utilize the property for biosolids land application. The notices were published on August 6 and August 13, 2019.



November 1, 2000

Mr. Steve Tighe  
Arizona Department of Environmental Quality  
Solid Waste Inspections and Compliance Unit  
Waste Programs Division  
3033 North Central Avenue  
Phoenix, Arizona 85012

RE: Request for Re-Registration of Biosolids Land Application  
For Burrue & Burrue Farms (AB sites)

Dear Mr. Tighe:

Please find enclosed one copy of a Request for Registration of Biosolids Land Application package along with a License Application Information Cover Form. The Pima County biosolids land application program is managed by Synagro. We are requesting that the enclosed proposed sites for Burrue & Burrue Farms be approved for the beneficial utilization of the residuals generated by the Pima County Regional Biosolids Management Facility.

The AB sites (Fields AB-1 thru AB-25; 2459.9 buffered acres) in this request have already been approved by your office on March 18, 1998 (REF: PRU98-180), but were registered for multiple generators. Synagro requests that the updated sites be re-registered for Pima County as the sole generator. No biosolids have been land applied from any other sources. All cumulative metals and nutrient loadings have been provided, along with the appropriate soil backgrounds for each field in this package. In addition, the field acreages, latitudes and longitudes have been verified and adjusted accordingly. Please note that several of the larger fields were divided into smaller fields to accommodate current farming practices and better nutrient/metals management. Although not required, this site was again public noticed for two consecutive weeks.

If you or your staff have any questions concerning this application, please contact me at 602-721-2851.

Sincerely,

Kevin P. Wood  
Technical/Operations Director



## ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Governor Jane Dee Hull

Jacqueline E. Schafer, Director

November 17, 2000

REF: PRU00-408

Mr. Kevin Wood  
Synagro  
5615 S. 91st. Avenue  
Tolleson, AZ 85353

**Re: Re-registration of Biosolids Land Application; Synagro Burruel and Burruel Farms**

Dear Mr. Wood:

The Arizona Department of Environmental Quality (ADEQ) received a request for re-registration for biosolids land application at the Burruel and Burruel Farms (sites AB1-through AB-25). ADEQ has deemed the registration to be complete. The registration reflects utilization of biosolids generated solely by the Pima County Regional Biosolids Management Facility. The information will be placed in your file. In addition, please be advised, pursuant to Arizona Administrative Code R18-13-1507, your company is required to follow the best management practices for the application of biosolids at each land application site.

If you have any questions regarding this letter, please contact me at 207-4670 or toll free at 1(800) 234-5677 Ext. 4670.

Sincerely,

A handwritten signature in cursive script, reading "Samuel H. Rogers III".

Samuel H. Rogers III, R.G., Hydrologist  
Solid Waste Section





Janice K. Brewer  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007  
(602) 771-2300 • [www.azdeq.gov](http://www.azdeq.gov)



Henry R. Darwin  
Director

## Notice of Acceptance Biosolids Application Registration

June 28, 2011

Mr. Brian Millage  
Synagro  
5615 S. 91<sup>st</sup> Avenue  
Tolleson, AZ 85353

Re: **Additional Generator for Burrue! and Burrue! Farms (PN-05)**

Dear Mr. Millage:

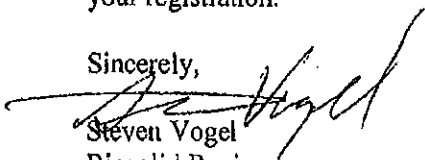
The Arizona Department of Environmental Quality (ADEQ) received the above referenced request for registration on June 23, 2011. Upon reviewing this material, ADEQ has determined under A.A.C. R18-9-1004 that your submittal is complete. Your registration is accepted. Please be advised that this registration is valid for biosolids generated by Arizona City Sanitation District WWTP and the City of Casa Grande WWTP, to be land applied only at the fields that are previously registered.

As the registered land applicator you are required to comply with all applicable provisions as established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, use, and Transportation of Biosolids", for each land application site. Your annual report is due on or before February 19 of the next year (A.A.C. R18-9-1014). Required forms and more information on land application of biosolids in Arizona can be found on the following site:  
<http://www.azdeq.gov/function/forms/appswater.html#bio>.

Registered sites that have not received biosolids within the last three years shall be re-noticed pursuant to A.A.C. R18-9-1004.C.5.g.ii prior to reuse.

Please contact me at (602) 771-4570 if you have questions regarding this Notice or the status of your registration.

Sincerely,

  
Steven Vogel  
Biosolid Review

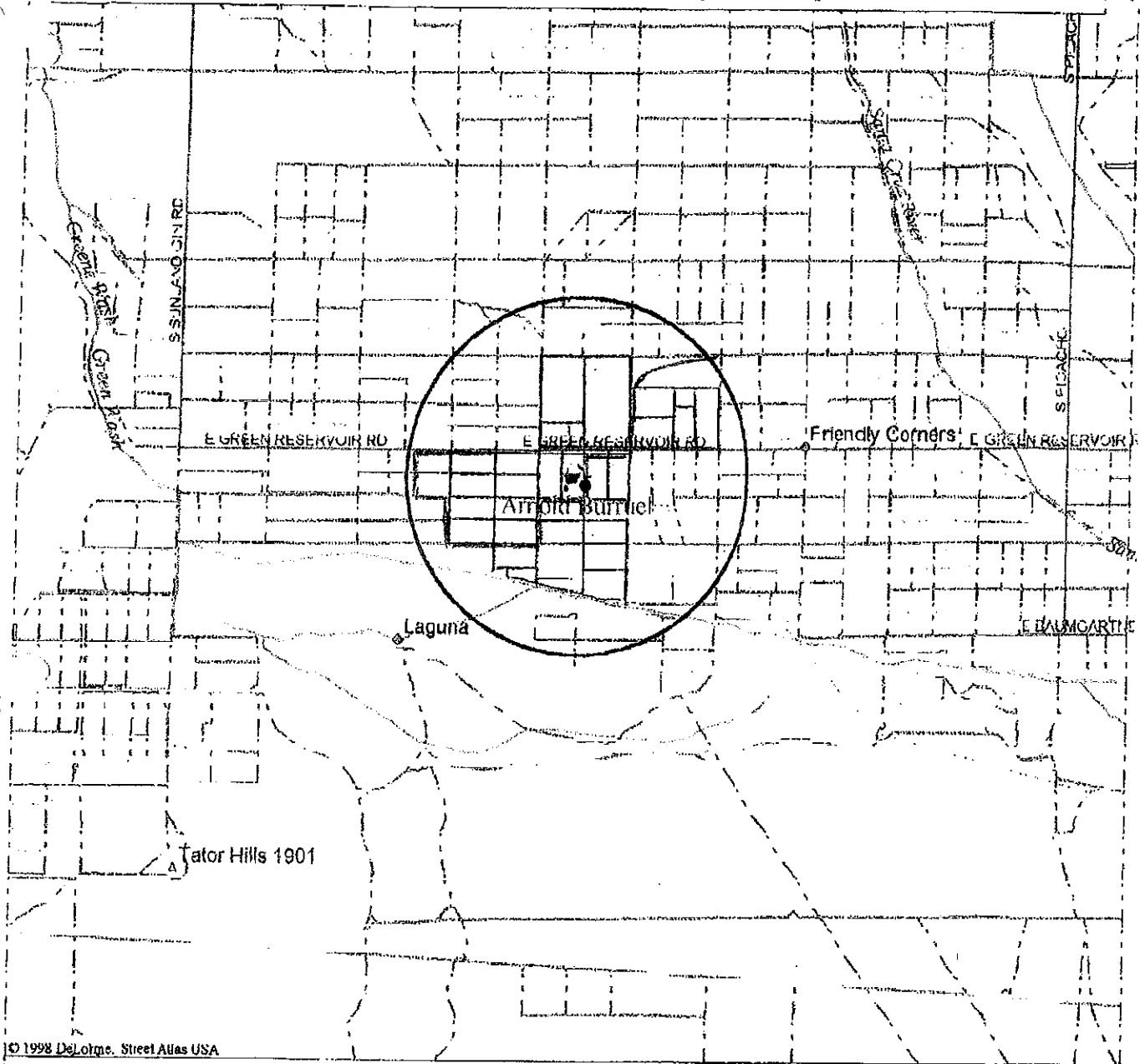
Water Quality Compliance Assurance Unit

LTF: #54430 Ref: #AU11-283

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733

Printed on recycled paper

# Arnold Burrue (Vicinity Map 1 of 2)



© 1998 DeLorme, Street Atlas USA









May 12.00

Wed May 31 18:38 2000

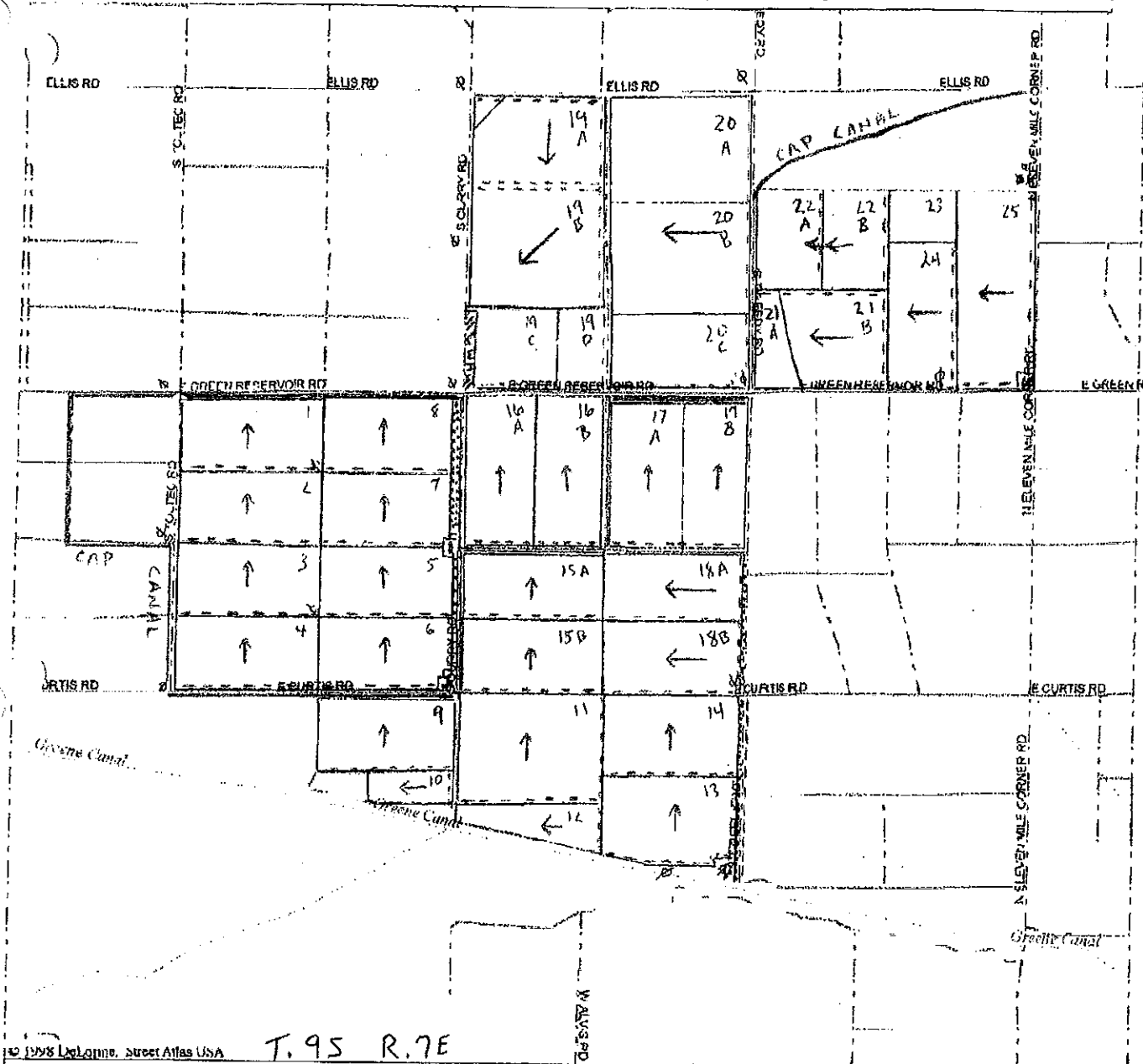
Scale 1:100 000 (at center)

2 Miles

2 KM

-  Local Road
-  Major Connector
-  Interstate/Limited Access
-  Utility/Pipe
-  Airfield
-  Summit
-  Locale
-  Intermittent River

## Arnold Burrue! (Vicinity Map 2 of 2)



© 1998 Delorme, Street Atlas USA

Mag 14.00

Scale 1:31,250 (at center)

## 2000 Feet

### 1000 Meters

T. 95 R. 7E

Local Road

\* Major Connector

## Utility/Pipe

### Intermittent River

THE TREE LINE

CAP CANAL

WLFU

Irrigation Ditch

← Direction of Flow  
of Irrigation water

sump for Irrig.  
Water Reuse.

STATE OF ARIZONA  
COUNTY OF PINAL } ss.

**Public Notice**

Synagro, an agricultural based recycling company, proposes to land apply biosolids as a soil amendment/fertilizer to farm land south of Eloy. These farmlands generally occur north of Greene Canal, south of Ellis Rd, east of 11 Mile Corner and west of Toltec Hwy (approximately 1450 acres). Questions regarding this project should be directed to Brian Millage, Synagro Technical Services (623) 936-6328 or the Arizona Department of Environmental Quality at (602) 771-4812. No. of publications: 2; dates of publication: Oct. 15, 22, 2019.

## Affidavit of Publication

Ruth A. Kramer, first being duly sworn deposes and says: That he/she is a native born citizen of the United States of America, over 21 years of age, that I am an agent and/or publisher of the Casa Grande Dispatch, a newspaper published at Casa Grande, Pinal County, Arizona, Tuesday, Thursday and Saturday of each week; that a notice, a full, true and complete printed copy of which is hereunto attached, was printed in the regular edition of said newspaper, and not in a supplement thereto, for TWO issues. The publications thereof having been on the following dates:

10/15/2019

10/22/2019

**CASA GRANDE DISPATCH**

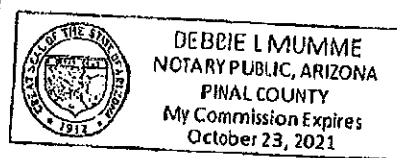
By [Signature]  
agent and/or publisher of the Casa Grande Dispatch

Sworn to before me this 25th

day of October A.D., 2019

[Signature: Debbie R Mumme]

Notary Public in and for the County  
of Pinal, State of Arizona



PN-2



Jane Dee Hull  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

3033 North Central Avenue • Phoenix, Arizona 85012-2809  
(602) 207-2300 • [www.adeq.state.az.us](http://www.adeq.state.az.us)



Jacqueline E. Schafer  
Director

September 20, 2001

Steve Putzer  
9490 Baumgartner Road  
Eloy, Arizona 85231

Dear Mr. Putzer:

The Arizona Department of Environmental Quality (ADEQ) received an September 20, 2001 request for registration for biosolid land application at the Triple P Farms (Fields 1A, 1B, 2, 3, 5, 7, 8A, 8B, 9.) ADEQ has reviewed the registration form and has deemed the registration to be complete. The information will be filed. You may reference the registration by using the Licensing Time Frame (LTF) Number: 23999.

In addition, please be advised, pursuant to Arizona Administrative Code (A.A.C.) R18-9-1001 (recodified from A.A.C. R18-13-1501 et seq on June 15, 2001), the Pima County Regional Biosolids Management is required to comply with all applicable provisions set forth in A.A.C. Title 18, Chapter 9, Article 10, titled "LAND APPLICATION OF BIOSOLIDS," at each land application site.

If you have any questions regarding this letter, please contact me at (602) 207-4816 or toll free at 1(800) 234-5677 Ext. 4816.

Sincerely,

A handwritten signature in cursive script, appearing to read "Vivian J. Horsey".

Vivian J. Horsey  
Program and Project Specialist I  
Water Quality Compliance Section

cc: Rob Felzman

WQCS0119-10-01/VH1

Northern Regional Office  
1515 East Cedar Avenue • Suite F • Flagstaff, AZ 86004  
(520) 779-0313

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733

Printed on recycled paper



September 19, 2001

Ms. Vivian Horsey  
Arizona Department of Environmental Quality  
Water Quality Compliance Section  
3033 North Central Avenue  
Phoenix, Arizona 85012

RE: Request for Registration of Biosolids Land Application, Triple P Farms.

Dear Ms. Horsey:

Please find enclosed one copy of a Request for Registration of Biosolids Land Application package. Included are: a License Application Information Cover Form, a biosolids consent form, the request for Registration form, analytical data for the sludge, a location map, topography map, aerial map, soils map, affidavit of publication, farm bureau map, and soil analysis of each field (required by Pima County). Synagro manages the Pima County biosolids land application program. We are requesting that the enclosed proposed sites for Triple P Farms be approved for the beneficial utilization of the residuals generated by Pima County's Ina Road WWTP.

If you or your staff have any questions concerning this application, please contact us at 623-936-6328.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rob Fehrman".

Rob Fehrman  
Technical Services Manager

**Legend:**  
**House:** ■ **Irrigation Well:** ●

650 ft

Topo USA 2.0 Copyright © 1999 DeLorme Yarmouth, ME 04096 Scale: 1:11,200 Detail: 1:4

**<1% Slopes, Groundwater > 40', No municipal wells**

STATE OF ARIZONA  
COUNTY OF PINAL } ss.

Public Notice  
Synagro, an agricultural based re-cycling company, proposes to land apply biosolids as a soil amendment/fertilizer to farm land south of Eloy. These farmlands generally occur south of Curtis Road, west of Wheeler Rd, north of Baumgartner Rd, and east of Fast Track Rd (approximately 500 acres). Questions regarding this project should be directed to Brian Millage, Synagro Technical Services (623) 936-6328 or the Arizona Department of Environmental Quality at (602) 771-4612.  
No. of publications: 2; dates of publication: Oct. 15, 22, 2019.

## Affidavit of Publication

Ruth A. Kramer, first being duly sworn deposes and says:  
That he/she is a native born citizen of the United States of America, over 21 years of age, that I am an agent and/or publisher of the Casa Grande Dispatch, a newspaper published at Casa Grande, Pinal County, Arizona, Tuesday, Thursday and Saturday of each week; that a notice, a full, true and complete printed copy of which is hereunto attached, was printed in the regular edition of said newspaper, and not in a supplement thereto, for TWO issues. The publications thereof having been on the following dates:

10/15/2019

10/22/2019

### CASA GRANDE DISPATCH

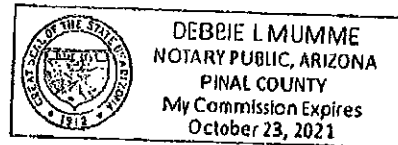
By [Signature]  
agent and/or publisher of the Casa Grande Dispatch

Sworn to before me this 25<sup>th</sup>

day of October A.D., 2019

[Signature]

Notary Public in and for the County  
of Pinal, State of Arizona







Jane Dee Hull  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

3033 North Central Avenue • Phoenix, Arizona 85012-2809  
(602) 207-2300 • [www.adeq.state.az.us](http://www.adeq.state.az.us)



Jacqueline E. Schafer  
Director

May 21, 2001

Rob Fehrman  
Synagro  
5615 S. 91st Avenue  
Tolleson, Arizona 85353

Dear Mr. Fehrman:

The Arizona Department of Environmental Quality (ADEQ) received a request for registration for biosolid land application at the Charles Lawrence Farm (Fields: G-1, G-2, G-3, Railroad -1, TM-1, TM-2, TM-3, TM-4, TM-5, FG-1N, FG-2N, FG-1S, FG-2S, TK-1N, TK-1S, TK-2, TK-3, TK-4, TK-5, TK-6, TK-7, TK-8, TK-9, K-1, K-2, S-1, S-2, S-1E, S-2E, S-3, S-4, S-5, and S-6) site on May 14, 2001. ADEQ has reviewed the registration form, and has deemed the registration to be complete for those fields. The information will be placed in the Synagro file. In addition, please be advised, pursuant to Arizona Administrative Code (A.A.C.) R18-13-1501, your company is required to comply with all applicable provisions set forth in A.A.C. Title 18, Chapter 13, Article 15, titled "LAND APPLICATION OF BIOSOLIDS," at each land application site.

If you have any questions regarding this letter, please contact me at (602) 207-4374 or toll free at 1(800) 234-5677 Ext. 4374.

Sincerely,

Jane DeRose-Bamman  
Federal Permits and Program Development Unit  
Water Permits Section

FPU01:0216

Northern Regional Office  
1515 East Cedar Avenue • Suite F • Flagstaff, AZ 86004  
(520) 779-0313

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733



Janet Napolitano  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007  
(602) 771-2300 • [www.adeq.state.az.us](http://www.adeq.state.az.us)



Stephen A. Owens  
Director

November 6, 2003

Mr. Mike O'Rourke  
Synagro  
5645 S. 91<sup>st</sup> Avenue  
Tolleson, AZ 85353

Dear Mr. O'Rourke:

Place ID#14497  
LTF - not required

The Arizona Department of Environmental Quality (ADEQ) received your November 6, 2003 request to add the additional fields (Fields 1W through 12W and 1E through 5E) for biosolids land application at Charles Lawrence Farms, Casa Grande, AZ in Pinal County.

Residuals from the following generator have been approved for the site: Town of Casa Grande WWTF.

Please be advised that you, as the registered land applicator are required to comply with A.A.C. R18-9-1013(B)(12) and other applicable provisions established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, Use, and Transportation of Biosolids", for each land application site.

If you have any questions regarding this letter, please contact me at (602) 771-4612 or toll free at 1(800) 234-5677 Ext. 771-4612.

Sincerely,

Diane P. Reed  
State Biosolids Coordinator  
Water Quality Compliance Section

Northern Regional Office  
1515 East Cedar Avenue • Suite F • Flagstaff, AZ 86004  
(928) 779-0313

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733

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Janet Napolitano  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

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(602) 771-2300 • [www.adeq.state.az.us](http://www.adeq.state.az.us)



Stephen A. Owens  
Director

January 8, 2004

Mr. Mike O'Rourke  
Synagro  
5645 S. 91<sup>st</sup> Avenue  
Tolleson, AZ 85353

Dear Mr. O'Rourke:

Place ID#14497  
LTF - not required

The Arizona Department of Environmental Quality (ADEQ) received your January 7, 2004 request to add the additional fields (Fields H-1, CL-25 through CL-28) for biosolids land application at Charles Lawrence Farms, Casa Grande, AZ in Pinal County.

Residuals from the following generator have been approved for the site: Town of Casa Grande WWTF.

Please be advised that you, as the registered land applicator are required to comply with A.A.C. R18-9-1013(B)(12) and other applicable provisions established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, Use, and Transportation of Biosolids", for each land application site.

If you have any questions regarding this letter, please contact me at (602) 771-4612 or toll free at 1(800) 234-5677 Ext. 771-4612.

Sincerely,

Diane P. Reed  
State Biosolids Coordinator  
Water Quality Compliance Section

Northern Regional Office  
1515 East Cedar Avenue • Suite F • Flagstaff, AZ 86004  
(928) 779-0313

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733

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Janet Napolitano  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007  
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Stephen A. Owens  
Director

February 24, 2004

Mr. Mike O'Rourke  
Synagro  
5645 S. 91<sup>st</sup> Avenue  
Tolleson, AZ 85353

Dear Mr. O'Rourke:

Place ID#14497  
LTF - not required

For your information, the following fields are registered at Charles Lawrence Farms: H-1, CL-25 through CL-28, 1W through 12W, 1E through 5E, M-1 through M-4, P-1 through P-4, NV-1, NV-2, V-1 through V-5, G-1 through G-3, Railroad-1, TM-1 through TM-5, FG-1N, FG-2N, FG-1S, FG-2S, TK-1N, TK-1S, TK-2 through TK-9, K-1, K-2, S-1, S-2, S-1E, S-2E, S-3, S-4, S-5, and S-6.

Residuals from the following generator have been approved for the site: Town of Casa Grande WWTF.

Please be advised that you, as the registered land applicator are required to comply with A.A.C. R18-9-1013(B)(12) and other applicable provisions established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, Use, and Transportation of Biosolids", for each land application site.

If you have any questions regarding this letter, please contact me at (602) 771-4612 or toll free at 1(800) 234-5677 Ext. 771-4612.

Sincerely,

Diane P. Reed  
State Biosolids Coordinator  
Water Quality Compliance Section

Northern Regional Office  
1515 East Cedar Avenue • Suite F • Flagstaff, AZ 86004  
(928) 779-0313

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733

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Janet Napolitano  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007  
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Stephen A. Owens  
Director

March 1, 2004

Mr. Mike O'Rourke  
Synagro  
5645 S. 91<sup>st</sup> Avenue  
Tolleson, AZ 85353

Dear Mr. O'Rourke:

Place ID#14497  
LTF - not required

For your information, the following fields are registered at Charles Lawrence Farms: H-1, CL-25 through CL-28, 1W through 14W, MO-2 through MO-4, 1E through 5E, M-1 through M-4, P-1 through P-4, NV-1, NV-2, V-1 through V-5, G-1 through G-3, Railroad-1, TM-1 through TM-5, FG-1N, FG-2N, FG-1S, FG-2S, TK-1N, TK-1S, TK-2 through TK-9, K-1, K-2, S-1, S-2, S-1E, S-2E, S-3, S-4, S-5, and S-6.

Residuals from the following generator have been approved for the site: Town of Casa Grande WWTF.

Please be advised that you, as the registered land applicator are required to comply with A.A.C. R18-9-1013(B)(12) and other applicable provisions established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, Use, and Transportation of Biosolids", for each land application site.

If you have any questions regarding this letter, please contact me at (602) 771-4612 or toll free at 1(800) 234-5677 Ext. 771-4612.

Sincerely,

Diane P. Reed  
State Biosolids Coordinator  
Water Quality Compliance Section

Northern Regional Office  
1515 East Cedar Avenue • Suite F • Flagstaff, AZ 86004  
(928) 779-0313

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Janet Napolitano  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007  
(602) 771-2300 • [www.adeq.state.az.us](http://www.adeq.state.az.us)



Stephen A. Owens  
Director

June 24, 2004

Mr. Mike O'Rourke  
Synagro  
5645 S. 91<sup>st</sup> Avenue  
Tolleson, AZ 85353

Dear Mr. O'Rourke:

Place ID#14497  
LTF - not required

For your information, the following fields are registered at Charles Lawrence Farms: 15W, 16W, H-1, CL-25 through CL-28, 1W through 14W, MO-1 through MO-4, 1E through 5E, M-1 through M-4, P-1 through P-4, NV-1, NV-2, V-1 through V-5, G-1 through G-3, Railroad-1, TM-1 through TM-5, FG-1N, FG-2N, FG-1S, FG-2S, TK-1N, TK-1S, TK-2 through TK-9, K-1, K-2, S-1, S-2, S-1E, S-2E, S-3, S-4, S-5, and S-6.

Residuals from the following generator have been approved for the site: Town of Casa Grande WWTF and Arizona City Sanitation District WWTP.

Please be advised that you, as the registered land applicator are required to comply with A.A.C. R18-9-1013(B)(12) and other applicable provisions established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, Use, and Transportation of Biosolids", for each land application site.

If you have any questions regarding this letter, please contact me at (602) 771-4612 or toll free at 1(800) 234-5677 Ext. 771-4612.

Sincerely,

Diane P. Reed  
State Biosolids Coordinator  
Water Quality Compliance Section

Northern Regional Office  
1515 East Cedar Avenue • Suite F • Flagstaff, AZ 86004  
(928) 779-0313

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733

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Janet Napolitano  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007  
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Stephen A. Owens  
Director

## Notice of Acceptance Biosolids Application Registration

December 1, 2006  
CTS # 143972

Ms. Lorrie L. Loder  
Synagro  
P.O. Box 326  
Dewey, AZ 86327

Re: Land Application Site Registration and Addition of Generators for Charles Lawrence Farms – PN-01

Dear Ms. Loder:

The Arizona Department of Environmental Quality (ADEQ) received the above referenced request for registration December 1, 2006. Upon reviewing this material, ADEQ has determined under A.C.C R18-9-1004 that your submittal is complete. Your registration is accepted. Please be advised that this registration is valid only for biosolids generated by: the City of Casa Grande WWTP and the Arizona City WWTP, to be land applied only at the fields that are now registered, with the following center field coordinates:

<u>Field ID</u>	<u>Latitude</u>	<u>Longitude</u>
1N	N32.51.78	W111.44.54
1S	N32.51.57	W111.44.54
5	N32.51.35	W111.44.55
6	N32.51.36	W111.44.80
35	N32.51.56	W111.44.27
Shop	N32.51.56	W111.44.27
Mill	N32.51.14	W111.43.64
FXTN	N32.51.19	W111.44.27
FXTS	N32.51.09	W111.44.27

As the registered land applicator you are required to comply with all applicable provisions as established in A.C.C. Title 18, Chapter 9, Article 10, titled "Disposal, use, and Transportation of Biosolids", for each land application site. Your annual report is due on or before February 19 of the next year (A.C.C. R18-9-1014). Required forms and more information on land application

Northern Regional Office  
1801 W. Route 66 • Suite 117 • Flagstaff, AZ 86001  
(928) 779-0313

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733

Page 2 of 2

of biosolids in Arizona can be found on the following site:  
<http://www.azdeq.gov/function/forms/appswater.html#bio>.

Please contact me at (602) 771-4612 if you have questions regarding this Notice or the status of your registration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel L. Czecholinski', with a stylized flourish extending to the right.

Daniel L. Czecholinski, CHMM  
Biosolids Program Coordinator  
Water Quality Compliance Assurance Unit





Janet Napolitano  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007  
(602) 771-2300 • [www.azdeq.gov](http://www.azdeq.gov)



Stephen A. Owens  
Director

## Notice of Acceptance Biosolids Application Registration

March 22, 2007

Ms. Lorrie L. Loder  
Synagro  
P.O. Box 326  
Dewey, AZ 86327

Re: Land Application Site Registration and Addition of Generators for Charles Lawrence Farms – PN-01

Dear Ms. Loder:

The Arizona Department of Environmental Quality (ADEQ) received the above referenced request for registration December 1, 2006. Upon reviewing this material, ADEQ has determined under A.A.C. R18-9-1004 that your submittal is complete. Your registration is accepted. Please be advised that this registration is valid only for biosolids generated by: the Town of Casa Grande WWTP and the Arizona City WWTP, to be land applied only at the fields that are now registered, with the following center field coordinates:

<u>Field ID</u>	<u>Latitude</u>	<u>Longitude</u>
36	N32.50.48	W111.43.24
37	N32.50.69	W111.43.24
38	N32.50.69	W111.42.99
39A	N32.50.66	W111.42.78
39B	N32.50.75	W111.42.67

As the registered land applicator you are required to comply with all applicable provisions as established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, use, and Transportation of Biosolids", for each land application site. Your annual report is due on or before February 19 of the next year (A.A.C. R18-9-1014). Required forms and more information on land application of biosolids in Arizona can be found on the following site:  
<http://www.azdeq.gov/function/forms/appswater.html#bio>.

Please contact me at (602) 771-4612 if you have questions regarding this Notice or the status of your registration.

Sincerely,

Daniel L. Czecholinski, CHMM  
Biosolids Program Coordinator  
Water Quality Compliance Assurance Unit

LTF # 43610

Northern Regional Office  
1801 W. Route 65 • Suite 117 • Flagstaff, AZ 86001  
(928) 779-0313

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733



February 11, 2008

Arizona Department of Environmental Quality  
Daniel Czecholinski  
Biosolids Program Coordinator  
1110 West Washington Street  
Mail Stop 5415B-1  
Phoenix, AZ 85007

**RE: Site Registration and Addition of Generators for Land Application of Biosolids**

Dear Mr. Czecholinski:

Synagro currently has many fields registered to **Charles Lawrence Farms - PN-01**. We would like to register fields CL-22, CL-23, CL-24 and register the generators of Arizona City and City of Casa Grande to said fields.

Attached are copies of: the map for fields CL-22, CL-23, CL-24 and current analytical data received from our routine biosolids sampling of the generators.

Also with this document we would like to request the registration of the following generators to the entire **Charles Lawrence Farms-PN01**:

The City of Phoenix 91<sup>st</sup> Ave. WWTP  
The City of Phoenix 23<sup>rd</sup> Ave. WWTP

Attached are copies of the map for all fields related to **Charles Lawrence Farms- PN-01** and required biosolids analysis of the generators

Please expedite this registration request at your earliest convenience. If you have any questions regarding this request please contact me at (602) 810-2402

Best regards,

Ken Johnson  
Sr. Technical Services Manager  
[kjohnson@synagro.com](mailto:kjohnson@synagro.com)



Janet Napolitano  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007  
(602) 771-2300 • [www.azdeq.gov](http://www.azdeq.gov)



Stephen A. Owens  
Director

## Notice of Acceptance Biosolids Application Registration

March 5, 2008

Mr. Ken Johnson  
Synagro  
5615 South 91<sup>st</sup> Avenue  
Tolleson, AZ 85353

Re: Land Application Site Registration and Addition of Generators for Charles Lawrence Farms –  
PN-01

Dear Mr. Johnson:

The Arizona Department of Environmental Quality (ADEQ) received the above referenced request for registration February 21, 2008. Upon reviewing this material, ADEQ has determined under A.A.C R18-9-1004 that your submittal is complete. Your registration is accepted. Please be advised that this registration is valid only for biosolids generated by: City of Casa Grande WWTP, Arizona City WWTP, City of Phoenix 91<sup>st</sup> Avenue WWTP and City of Phoenix 23<sup>rd</sup> Avenue WWTP to be land applied only at the fields that are now registered, with the following center field coordinates:

<u>Field ID</u>	<u>Latitude</u>	<u>Longitude</u>
CL-22	N 32.50.18	W 111.45.54
CL-23	N 32.50.15	W 111.45.41
CL-24	N 32.50.15	W 111.45.33

As the registered land applicator you are required to comply with all applicable provisions as established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, use, and Transportation of Biosolids", for each land application site. Your annual report is due on or before February 19 of the next year (A.A.C. R18-9-1014). Required forms and more information on land application of biosolids in Arizona can be found on the following site: <http://www.azdeq.gov/function/forms/appswater.html#bio>.

Please contact me at (602) 771-4612 if you have questions regarding this Notice or the status of your registration.

Sincerely,

Daniel L. Czecholinski, CHMM  
Biosolids Program Coordinator  
Water Quality Compliance Assurance Unit

LTF: 46912  
CTS: CA08128

Northern Regional Office  
1801 W. Route 66 • Suite 117 • Flagstaff, AZ 86001  
(928) 779-0313

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733



Ianice K. Brewer  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007  
(602) 771-2300 • [www.azdeq.gov](http://www.azdeq.gov)



Patrick J. Cunningham  
Acting Director

## Notice of Acceptance Biosolids Application Registration

March 24, 2009

Mr. Ken Johnson  
Synagro  
5615 South 91<sup>st</sup> Avenue  
Tolleson, AZ 85353

Re: Land Application Site Registration and Addition of Generators for Charles Lawrence Farms – PN-01

Dear Mr. Johnson:

The Arizona Department of Environmental Quality (ADEQ) received the above referenced request for registration March 12, 2009. Upon reviewing this material, ADEQ has determined under A.A.C R18-9-1004 that your submittal is complete. Your registration is accepted. Please be advised that this registration is valid only for biosolids generated by: City of Casa Grande WWTP, and Arizona City WWTP to be land applied only at the fields that are now registered, with the following center field coordinates:

Field ID	Latitude	Longitude	Field ID	Latitude	Longitude
Tate 160	N 32 50.37	W 111 44.71	Harold 4b	N 32 50.63	W 111 42.73
Harold 1	N 32 50.49	W 111 43.27	Fern 1	N 32 50.95	W 111 43.79
Harold 2	N 32 50.67	W 111 43.26	Fern 2	N 32 50.80	W 111 43.79
Harold 3	N 32 50.66	W 111 43.00	Fern 3	N 32 50.65	W 111 43.79
Harold 4a	N 32 50.70	W 111 42.58	Ethington 2	N 32 50.89	W 111 44.04

As the registered land applicator you are required to comply with all applicable provisions as established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, use, and Transportation of Biosolids", for each land application site. Your annual report is due on or before February 19 of the next year (A.A.C. R18-9-1014). Required forms and more information on land application of biosolids in Arizona can be found on the following site: <http://www.azdeq.gov/function/forms/appswater.html#bio>.

Please contact me at (602) 771-4612 if you have questions regarding this Notice or the status of your registration.

Sincerely,

Daniel L. Czecholinski, CHMM  
Biosolids Program Coordinator  
Water Quality Compliance Assurance Unit

LTF: 49758

Ref: AU09-222

Northern Regional Office  
1801 W. Route 66 • Suite 117 • Flagstaff, AZ 86001  
(928) 779-0313

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733



Janice K. Brewer  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007  
(602) 771-2300 • [www.azdeq.gov](http://www.azdeq.gov)



Henry R. Darwin  
Director

## Notice of Acceptance Biosolids Application Registration

June 28, 2011

Mr. Brian Millage  
Synagro  
5615 S. 91<sup>st</sup> Avenue  
Tolleson, AZ 85353

Re: **Additional Generator for Charles Lawrence Farms (PN-01)**

Dear Mr. Millage:

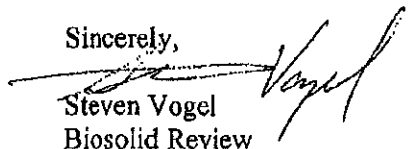
The Arizona Department of Environmental Quality (ADEQ) received the above referenced request for registration on June 23, 2011. Upon reviewing this material, ADEQ has determined under A.A.C. R18-9-1004 that your submittal is complete. Your registration is accepted. Please be advised that this registration is valid for biosolids generated by City of Tolleson WWTP, to be land applied only at the fields that are previously registered.

As the registered land applicator you are required to comply with all applicable provisions as established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, use, and Transportation of Biosolids", for each land application site. Your annual report is due on or before February 19 of the next year (A.A.C. R18-9-1014). Required forms and more information on land application of biosolids in Arizona can be found on the following site:  
<http://www.azdeq.gov/function/forms/appswater.html#bio>.

Registered sites that have not received biosolids within the last three years shall be re-noticed pursuant to A.A.C. R18-9-1004.C.5.g.ii prior to reuse.

Please contact me at (602) 771-4570 if you have questions regarding this Notice or the status of your registration.

Sincerely,

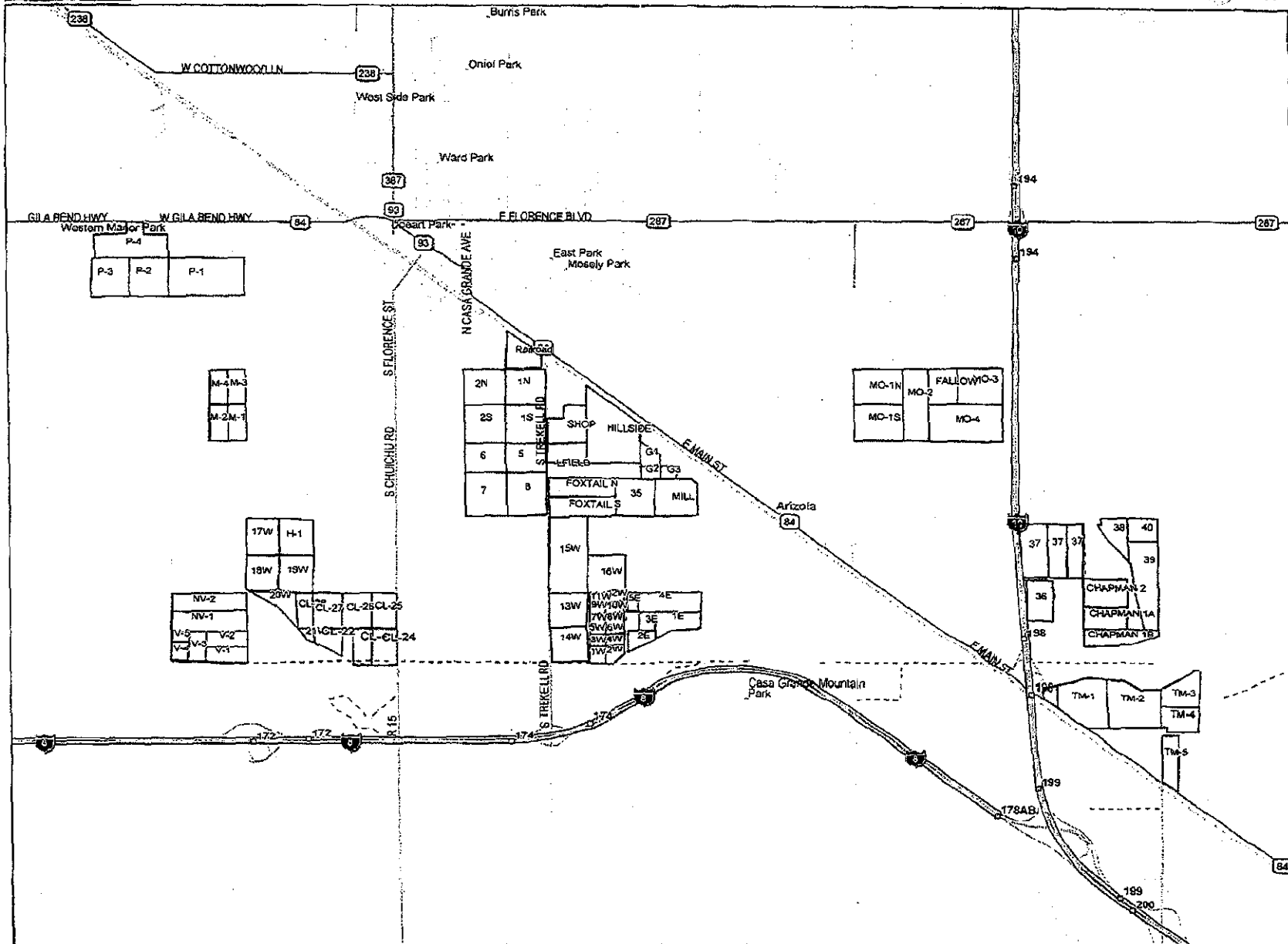
  
Steven Vogel  
Biosolid Review

Water Quality Compliance Assurance Unit

LTF: # 54431 Ref: #AU11-284

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733

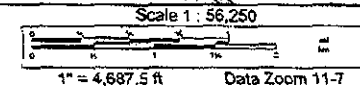
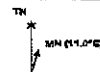
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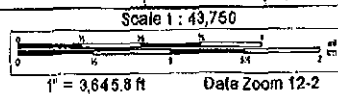
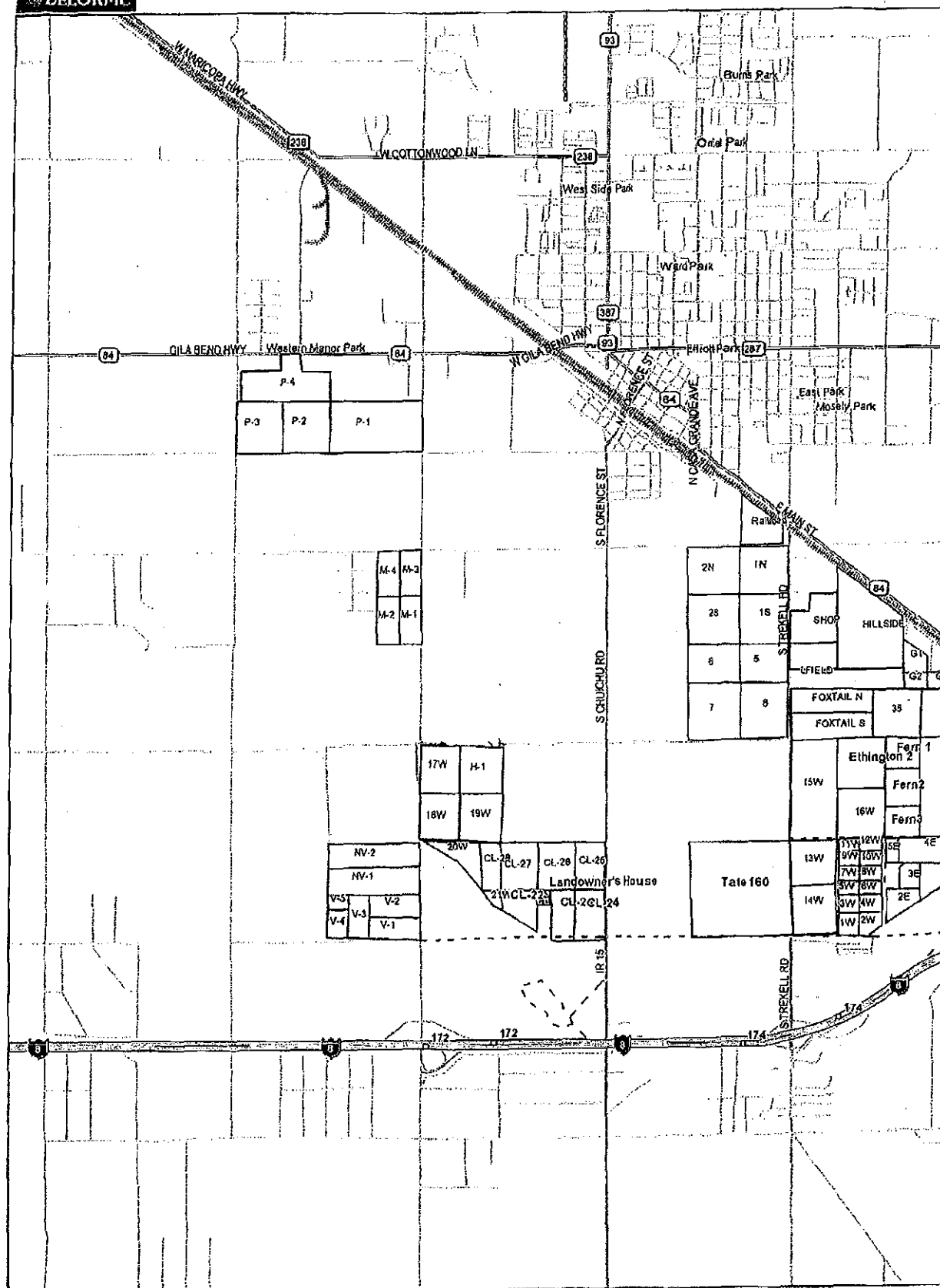


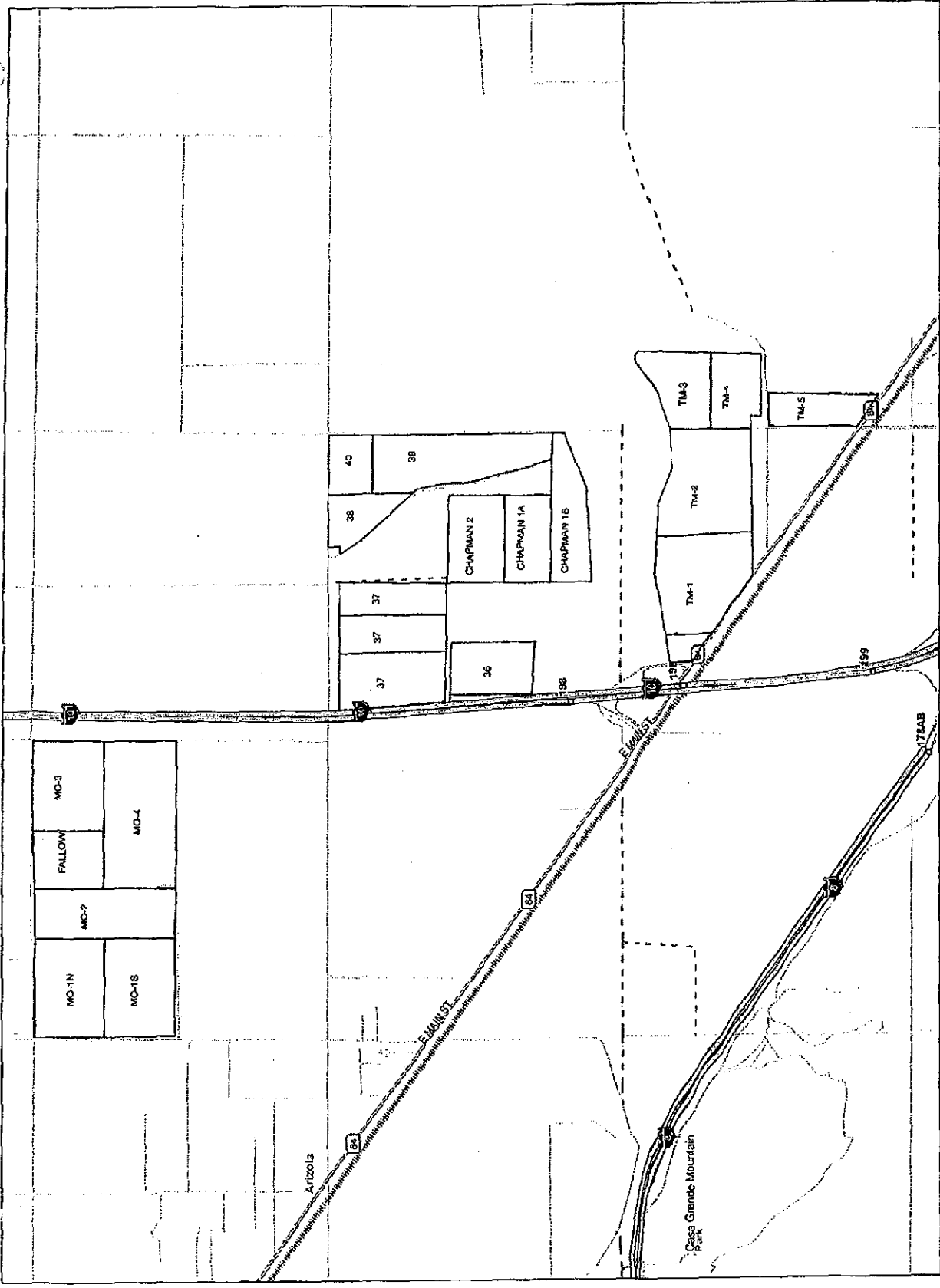
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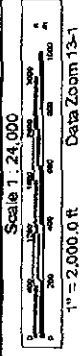
www.delorme.com

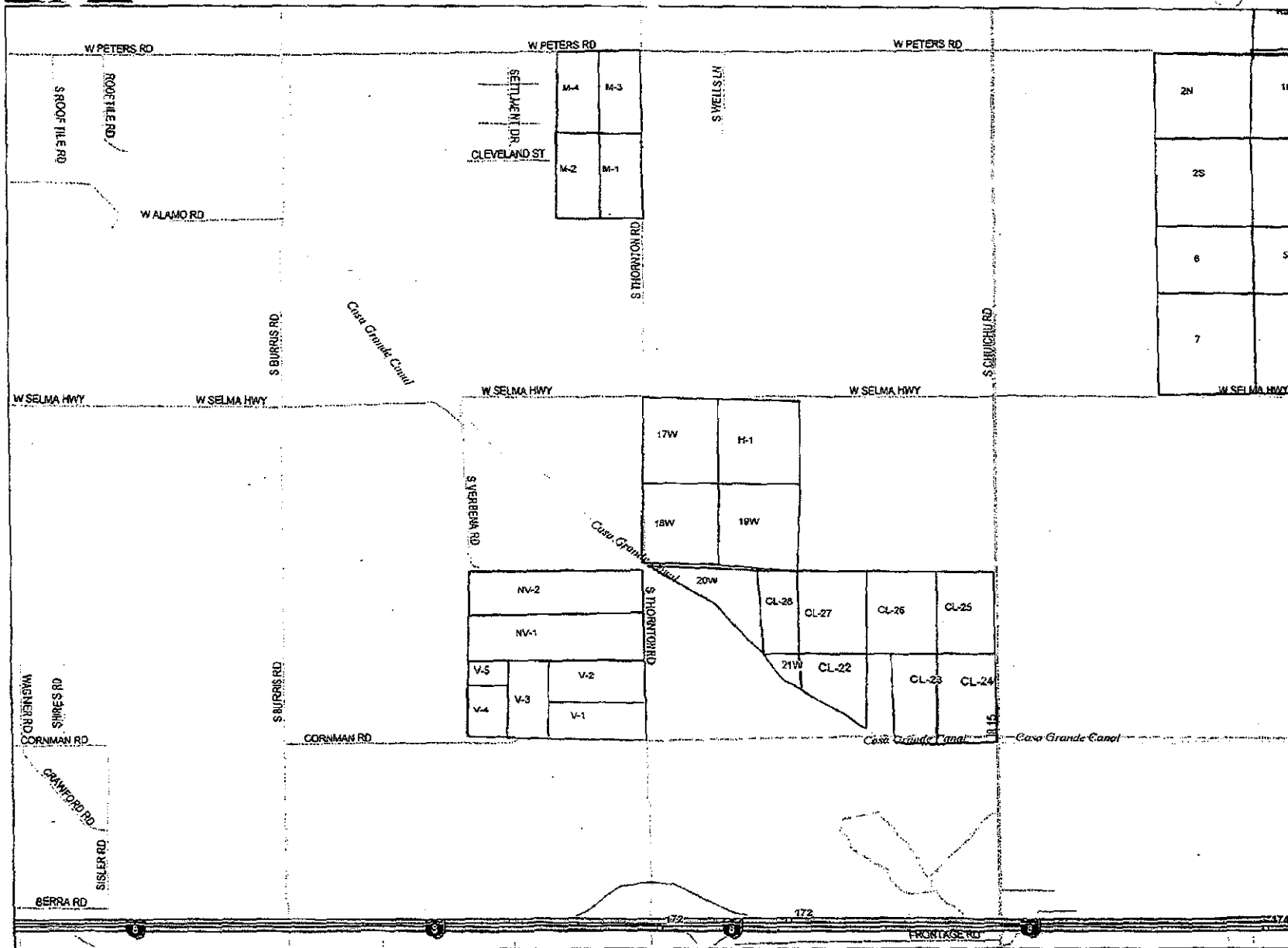




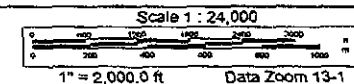
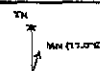








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STATE OF ARIZONA } ss.  
COUNTY OF PINAL

## Affidavit of Publication

**Public Notice**  
Synagro, an agricultural based re-cycling company, proposes to land apply biosolids as a soil amendment/fertilizer to farmland on Charles Lawrence Farms near Casa Grande. These farmlands generally occur South of Hwy 84 and Selma Rd, West of Hacienda Rd, North of I-8, East of Peart Rd (approximately 1250 acres). Questions regarding this project should be directed to Brian Milage, Synagro Technical Services (823) 936-8328 or the Arizona Department of Environmental Quality at (602) 771-4612.  
No. of publications: 2; dates of publication: Oct. 15, 22, 2019.

Ruth A. Kramer, first being duly sworn deposes and says:  
That he/she is a native born citizen of the United States of America, over 21 years of age, that I am an agent and/or publisher of the Casa Grande Dispatch, a newspaper published at Casa Grande, Pinal County, Arizona, Tuesday, Thursday and Saturday of each week; that a notice, a full, true and complete printed copy of which is hereunto attached, was printed in the regular edition of said newspaper, and not in a supplement thereto, for TWO issues. The publications thereof having been on the following dates:

10/15/2019

10/22/2019

### CASA GRANDE DISPATCH

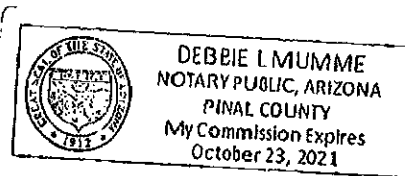
By [Signature]  
agent and/or publisher of the Casa Grande Dispatch

Sworn to before me this 25th

day of October A.D., 2019

[Signature: Debbie L Mumme]

Notary Public in and for the County  
of Pinal, State of Arizona





Janet Napolitano  
Governor

ARIZONA DEPARTMENT  
OF  
ENVIRONMENTAL QUALITY



Stephen A. Owens  
Director

1110 West Washington Street • Phoenix, Arizona 85007  
(602) 771-2300 • www.adeq.state.az.us

September 12, 2005

CERTIFIED MAIL - Return Receipt Request  
7099-3220-0001-7904-1244

Mr. Al Hunt III  
Synagro  
5615 S. 91<sup>st</sup> Avenue  
Tolleson, Arizona 85353

Dear Mr. Hunt:

RE: LTF 37614

The Arizona Department of Environmental Quality (ADEQ) received on August 25, 2005 a request to register Cotton Patch in Casa Grande, AZ for biosolids land application. Fields registered are: 0301-0318, and 1001-1007.

ADEQ has reviewed the registration form and deemed the registration complete. The site is approved for residuals generated by The town of Arizona City, the town of Casa Grande, City of Avondale WWTP; City of Phoenix, 23<sup>rd</sup> Avenue and 91<sup>st</sup> Avenue WWTP, and the city of Mesa.

Please be advised that you, as the registered land applicator are required to comply with A.A.C. R18-9-1013(B)(12) and other applicable provisions established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, Use, and Transportation of Biosolids", for each land application site.

If you have any questions regarding this letter, please contact me at (602) 771-4651 or toll free at 1(800) 234-5677 Ext. 4651.

Sincerely,

Kenneth A. Johnson Jr., Manager  
Water Quality Compliance Assurance Unit  
KJ:mf3

CA05-097

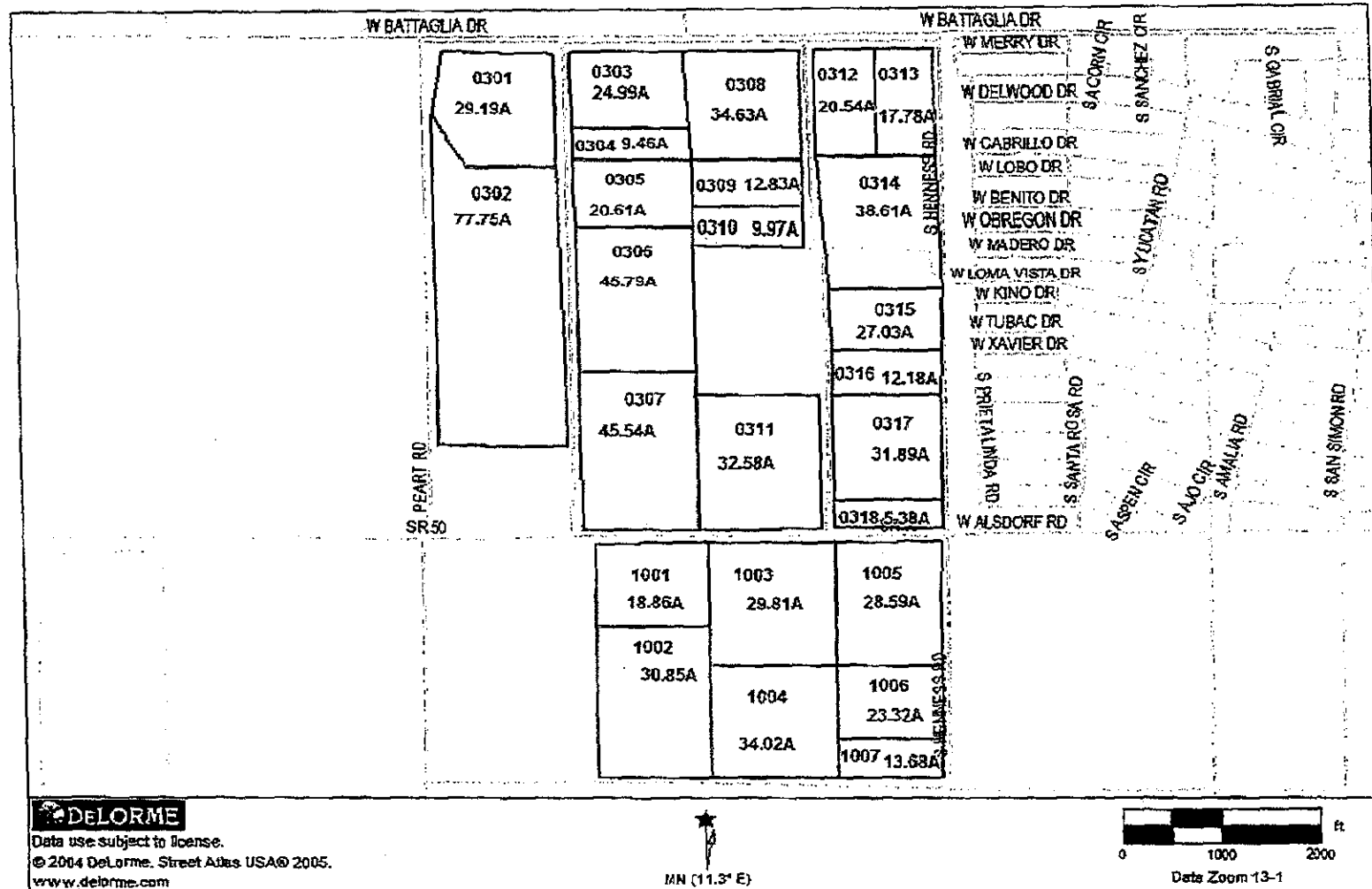
P:\Users\Kj2\cotton patch approval letter 9-12-05.rtf

Northern Regional Office  
1515 East Cedar Avenue • Suite F • Flagstaff, AZ 86004  
(928) 779-0313

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733

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# Cotton Patch, PN-07



STATE OF ARIZONA } ss.  
COUNTY OF PINAL

Public Notice  
Synagro, an agricultural based recycling company, proposes to land apply biosolids as a soil amendment/fertilizer to farmlands named Auza Ranches, near Arizona City. These farmlands generally occur North of Milligan Rd, South of Battaglia Rd, East of Trekel Rd, and West of Henness Rd (approximately 1,280 acres). Questions regarding this project should be directed to Brian Millage, Synagro West, LLC at 623-938-6328 or the Arizona Department of Environmental Quality at 602-771-4812.  
No. of publications: 2; dates of publication: Aug. 6, 13, 2019.

## Affidavit of Publication

Ruth A. Kramer, first being duly sworn deposes and says: That he/she is a native born citizen of the United States of America, over 21 years of age, that I am an agent and/or publisher of the Casa Grande Dispatch, a daily newspaper published at Casa Grande, Pinal County, Arizona, Tuesday through Sunday of each week; that a notice, a full, true and complete printed copy of which is hereunto attached, was printed in the regular edition of said newspaper, and not in a supplement thereto, for TWO issues. The publications thereof having been on the following dates:

08/06/2019

08/13/2019

CASA GRANDE DISPATCH

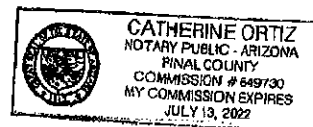
By [Signature]  
agent and/or publisher of the Casa Grande Dispatch

Sworn to before me this 19th

day of August A.D., 2019

Catherine Ortiz

Notary Public in and for the County  
of Pinal, State of Arizona



### Exhibit E – Equipment Inventory

Bidder must demonstrate the availability of sufficient equipment in satisfactory working order to perform the required services. If Bidder does not currently possess adequate resources, they must demonstrate the ability to lease/procure the adequate type and quantity of equipment necessary to perform the services prior to contract award. Submit additional copies of this form as necessary.

Synagro will perform the project with the following equipment:

[illegible]

This equipment will be pulled from the pool of equipment included in the attached schedule. The highlighted units represent the primary pool from which the required equipment will be pulled. Equipment will be moved from other Synagro operating regions as necessary. This list represents the equipment assigned to California and Arizona. Synagro operates in 34 states and regularly moves equipment between regions as operational needs dictate.

Client	ARI Vehicle	Synagro Veh#	Vendor	State	VIN Year	VIN Make	VIN Model	Model Name	Asset Type	Type
5R83	610131	61 0131	OWNED	AZ	2000	John Deere	14', V-Ripper	14', V-RIPPER	Equipment	John Deere, 14', V-Ripper
5R83	530689	530689	OWNED	AZ	1996	Trailer	7000 Gallon Tank	7000 GALLON TANK	Trailer	Trailer, 7000 Gallon Tank
5R83	740942	740942	OWNED	AZ	2013	John Deere	724k wheel loader	724K	Equipment	John Deere, 724K
5R83	740583	740583	OWNED	AZ	1999	Case	770 Disc	770 DISC	Equipment	Case, 770 Disc
0BY6	001201	570811	ARI	AZ	2007	Trail King	7706 Trailer.	7706 TRAILER.	Trailer	Trail King, 7706 Trailer.
0BY6	001204	570814	ARI	AZ	2007	Trail King	7706 Trailer.	7706 TRAILER.	Trailer	Trail King, 7706 Trailer.
5R83	720241	720241	OWNED	AZ	1999	Knight	8030tr	8030TR	Equipment	Knight, 8030tr
5R83	740834	740834	OWNED	AZ	2007	John Deere	8130 Tractor	8130 TRACTOR	Equipment	John Deere, 8130 Tractor
5R83	000880	740807	OWNED	AZ	2007	Jdeere	8230 Tractor	8230 TRACTOR	Equipment	Jdeere, 8230 Tractor
5R83	740914	740914	OWNED	AZ	2010	Jdeere	8320r	8320R	Equipment	Jdeere, 8320r
5R83	740836	740836	MISC LEASED VEH	AZ	2006	John Deere	Jd Wheel Loader	JD WHEEL LOADER	Equipment	John Deere, Jd Wheel Loader
5R83	740890	740890	OWNED	AZ	2006	John Deere	Loader 744j	LOADER 744J	Equipment	John Deere, Loader 744j
5R83	720249	720249	OWNED	AZ	2010	Kuhn	Psc171tv	PSC171TV	Equipment	Kuhn, Psc171tv
5R83	000640	720225	OWNED	CA	2007	Knight	Pull Sprd#8132h	PULL SPRD#8132H	Equipment	Knight, Pull Sprd#8132h
5R83	000639	720224	OWNED	CA	2007	Knight	Pull Sprd#8132h	PULL SPRD#8132H	Equipment	Knight, Pull Sprd#8132h
5R83	720281	720281	OWNED	CA	2017	Kuhn	Spreader, Slc 132t	SPREADER, SLC 132T	Equipment	Kuhn, Spreader, Slc 132t
5R83	520813	520813	OWNED	CA	2003	Kenworth	T300	T300	Truck HD	Kenworth, T300
5R83	520661	520661	OWNED	AZ	2005	Kenworth	T800	T800	Truck HD	Kenworth, T800
5R83	520926	520926	BANK OF AMERICA	CA	2013	Kenworth	T800	T800	Truck HD	Kenworth, T800
5R83	520927	520927	BANK OF AMERICA	CA	2013	Kenworth	T800	T800	Truck HD	Kenworth, T800
5R83	520928	520928	BANK OF AMERICA	CA	2013	Kenworth	T800	T800	Truck HD	Kenworth, T800
5R83	520929	520929	BANK OF AMERICA	CA	2013	Kenworth	T800	T800	Truck LD	Kenworth, T800
5R83	520930	520930	BANK OF AMERICA	CA	2013	Kenworth	T800	T800	Truck HD	Kenworth, T800
5R83	520931	520931	BANK OF AMERICA	CA	2013	Kenworth	T800	T800	Truck HD	Kenworth, T800
5R83	520932	520932	BANK OF AMERICA	CA	2013	Kenworth	T800	T800	Truck HD	Kenworth, T800
5R83	570698	570698	OWNED	AZ	2005	Travis Body & Trailer	Trailer	TRAILER	Trailer	Travis Body & Trailer, Trailer
5R83	570699	570699	OWNED	AZ	2005	Travis Body & Trailer	Trailer	TRAILER	Trailer	Travis Body & Trailer, Trailer
5R83	570769	570769	OWNED	AZ	2006	Travis Body & Trailer	Trailer	TRAILER	Trailer	Travis Body & Trailer, Trailer
5R83	550329	550329	OWNED	AZ	2011	Forest River	Trailer W/Seperator	TRAILER W/SEPERATOR	Trailer	Forest River, Trailer W/Seperator
5R83	570413	570413	OWNED	AZ	1998	East	Trailer, Dump	TRAILER, DUMP	Trailer	East, Trailer, Dump
5R83	570415	570415	OWNED	AZ	1998	East	Trailer, Dump	TRAILER, DUMP	Trailer	East, Trailer, Dump
5R83	570411	570411	OWNED	AZ	2003	East	Trailer, End Dump	TRAILER, END DUMP	Trailer	East, Trailer, End Dump
5R83	570414	570414	OWNED	AZ	1998	East	Trailer, End Dump	TRAILER, END DUMP	Trailer	East, Trailer, End Dump
5R83	000061	530680	OWNED	AZ	1992	Trailer	Trailmaster 7000 Gal	TRAILMASTER 7000 GAL	Trailer	Trailer, Trailmaster 7000 Gal
5R83	000062	530681	OWNED	AZ	1992	Trailer	Trailmaster 7000 Gal	TRAILMASTER 7000 GAL	Trailer	Trailer, Trailmaster 7000 Gal
5R83	000071	530684	OWNED	AZ	1991	Trailer	Trailmaster 7000 Gal	TRAILMASTER 7000 GAL	Trailer	Trailer, Trailmaster 7000 Gal
5R83	000125	570478	OWNED	AZ	1990	Trailer	Travis Dump Trailer	TRAVIS DUMP TRAILER	Trailer	Trailer, Travis Dump Trailer
5R83	000203	570485	OWNED	AZ	1996	Trailer	Travis Dump Tlr 35'	TRAVIS DUMP TRLR 35'	Trailer	Trailer, Travis Dump Tlr 35'
5R83	000101	570450	OWNED	AZ	1997	Trailer	Travis Framless Dump	TRAVIS FRAMLESS DUMP	Trailer	Trailer, Travis Framless Dump
5R83	000105	570454	OWNED	AZ	1997	Trailer	Travis Framless Dump	TRAVIS FRAMLESS DUMP	Trailer	Trailer, Travis Framless Dump
5R83	000112	570462	OWNED	AZ	1997	Trailer	Travis Framless Dump	TRAVIS FRAMLESS DUMP	Trailer	Trailer, Travis Framless Dump
5R83	570860	570860	OWNED	AZ	2005	Travis Body & Trailer	Trailer	TRAVIS FRAMLESS DUMP	Trailer	Travis Body & Trailer
5R83	79021B	790021B	OWNED	AZ	2004	Transcraft	(Was 790062a)	(WAS 790062A)	Trailer	Transcraft, (Was 790062a)
0D15	570885	570885	ARI	CA	2016	Travis Body & Trailer	T102	T102	Trailer	Travis Body & Trailer, T102
0D15	570886	570886	ARI	CA	2016	Travis Body & Trailer	T102	T102	Trailer	Travis Body & Trailer, T102
0D15	570887	570887	ARI	CA	2016	Travis Body & Trailer	T102	T102	Trailer	Travis Body & Trailer, T102
0D15	570888	570888	ARI	CA	2016	Travis Body & Trailer	T102	T102	Trailer	Travis Body & Trailer, T102
0D15	570889	570889	ARI	CA	2016	Travis Body & Trailer	T102	T102	Trailer	Travis Body & Trailer, T102
5R83	790062	790062	OWNED	AZ	2004	Roediger	1.7 Meter Skid Bp	1.7 METER SKID BP	Equipment	Roediger, 1.7 Meter Skid Bp
5R83	610128	61 0128	OWNED	AZ	2000	Misc	12' Box Drag Scraper	12' BOX DRAG SCRAPER	Equipment	Misc, 12' Box Drag Scraper
5R83	610439	610439	OWNED	CA	2013	Klamath	12' Runabout Boat	12' RUNABOUT BOAT	Marine	Klamath, 12' Runabout Boat
5R83	610305	61 0305	OWNED	AZ	2000	Misc	14' V Bottom Boat	14' V BOTTOM BOAT	Marine	Misc, 14' V Bottom Boat
5R83	790055	790055	OWNED	CA	2003	Andritz	2.0 M Smx-S8 B-Press	2.0 M SMX-S8 B-PRESS	Equipment	Andritz, 2.0 M Smx-S8 B-Press
5R83	660442	660442	OWNED	CA	2000	Equipment	20 Yrd Bin	20 YRD BIN	Equipment	Equipment, 20 Yrd Bin
5R83	640054	640054	OWNED	CA	2018	Scarab International	20x8 Windrow Turner	20X8 WINDROW TURNER	Equipment	Scarab International, 20x8 Windrow Turn
5R83	640048	640048	OWNED	CA	2011		24"X30" Electric Con	24"X30" ELECTRIC CON	Equipment	24"X30" Electric Con
5R83	630115	630115	OWNED	CA	2012	Gulf Atlan	2808	2808	Equipment	Gulf Atlan, 2808



Client	ARI Vehicle	Synagro Veh#	Vendor	State/ VIN Year	VIN Make	VIN Model	Model Name	Asset Type	Type
5R83	520814	520814	OWNED	CA 2005	Ottawa	30	30	Truck HD	Ottawa, 30
5R83	930009	930009	OWNED	CA 2001	Doyle	30' Portabl Conveyor	30' PORTABL CONVEYOR	Equipment	Doyle, 30' Portabl Conveyor
5R83	520741	520741A	OWNED	CA 1996	Ottawa	30 Yard Tractor	30 YARD TRACTOR	Truck HD	Ottawa, 30 Yard Tractor
5R83	930044	930044	OWNED	AZ 2016	Custrn Made	36' Conveyor W/80-16	36' CONVEYOR W/80-16	Equipment	Custrn Made, 36' Conveyor W/80-16
5R83	640045	640045	OWNED	CA 2010	Mccloskey	36"X60"R St Conveyor	36"X60"R ST CONVEYER	Equipment	Mccloskey, 36"X60"R St Conveyor
5R83	570954	570954	OWNED	CA 2015	Travis Body & Trailer	39' Framless Dump Tr	39' FRAMLESS DUMP TR	Trailer	Travis Body & Trailer, 39' Framless Dumj
5R83	570955	570955	OWNED	CA 2015	Travis Body & Trailer	39' Framless Dump Tr	39' FRAMLESS DUMP TR	Trailer	Travis Body & Trailer, 39' Framless Dumj
5R83	001119	580229	OWNED	CA 2003	Gwin	4' Pump	4' PUMP	Equipment	Gwin, 4' Pump
5R83	610284	61 0284	OWNED	AZ 2000	Honda	4 Trash Pump	4 TRASH PUMP	Equipment	Honda, 4 Trash Pump
5R83	720076	720076	OWNED	CA 1996	Bio Gro	40 Yd Bio Bin	40 YD BIO BIN	Equipment	Bio Gro, 40 Yd Bio Bin
5R83	000760	660171	OWNED	CA 2003	Equipment	400 Bblmixtnk17700 G	400 BBLMIXTNK17700 G	Equipment	Equipment, 400 Bblmixtnk17700 G
5R83	000761	660172	OWNED	CA 2003	Equipment	400 Bblmixtnk17700 G	400 BBLMIXTNK17700 G	Equipment	Equipment, 400 Bblmixtnk17700 G
5R83	520846	520846	OWNED	CA 2011	Stoughton	400d Series II Adt	400D SERIES II ADT	Truck HD	Stoughton, 400d Series II Adt
5R83	520847	520847	OWNED	CA 2011	Stoughton	400d Series II Adt	400D SERIES II ADT	Truck HD	Stoughton, 400d Series II Adt
5R83	630117	630117	OWNED	CA 2014	Mudcat	40e Rc Dredge Electr	40E RC DREDGE ELECTR	Equipment	Mudcat, 40e Rc Dredge Electr
5R83	000484	720254	OWNED	AZ 1997	Betterbilt	4250	4250	Equipment	Betterbilt, 4250
5R83	520850	520850	OWNED	CA 2009	International	4300	4300	Truck MD	International, 4300
0BY6	001139	550276	ARI	CA 1999	Trail King	48' Trailer	48' TRAILER	Trailer	Trail King, 48' Trailer
5R83	000674	740641	OWNED	CA 1994	Jdeere	4960 Farm Tractor	4960 FARM TRACTOR	Equipment	Jdeere, 4960 Farm Tractor
5R83	630053	630053	OWNED	CA 2003	lms	5012lp	5012LP	Equipment	lms, 5012lp
5R83	640047	640047	OWNED	AZ 2012	Wildcat	521 Screen	521 SCREEN	Equipment	Wildcat, 521 Screen
5R83	80019A	800019A	OWNED	CA 2012	Fontaine	53' Dropdeck Trailer	53' DROPDECK TRAILER	Trailer	Fontaine, 53' Dropdeck Trailer
5R83	740993	740993	OWNED	CA 2007	Gradall	534d10-45	534D10-45	Equipment	Gradall, 534d10-45
5R83	000733	740602	OWNED	CA 1996	Jdeere	544g Wheel Loader	544G WHEEL LOADER	Equipment	Jdeere, 544g Wheel Loader
5R83	000689	740716	OWNED	CA 2002	Case	586? Frkl	586? FRKL	Equipment	Case, 586? Frkl
5R83	580236	580236	OWNED	CA 2010	Thompson	6" Trash Pump	6" TRASH PUMP	Equipment	Thompson, 6" Trash Pump
5R83	741031	741031	OWNED	CA 2017	John Deere	6155m Ag Tractor	6155M AG TRACTOR	Equipment	John Deere, 6155m Ag Tractor
5R83	000904	740711	OWNED	AZ 2002	Jdeere	624h	624H	Equipment	Jdeere, 624h
5R83	000677	740815	OWNED	CA 2003	Jdeere	624h Loader	624H LOADER	Equipment	Jdeere, 624h Loader
5R83	000785	740820	MISC LEASED VEH	CA 2006	Jdeere	624j Loader	624J LOADER	Equipment	Jdeere, 624j Loader
5R83	000395	740794	OWNED	CA 2005	Jdeere	624j Loader	624J LOADER	Equipment	Jdeere, 624j Loader
5R83	000675	740830	MISC LEASED VEH	CA 2007	Jdeere	624j Loader	624J LOADER	Equipment	Jdeere, 624j Loader
5R83	740870	740870	JOHN DEERE	AZ 2008	John Deere	624k	624K	Equipment	John Deere, 624k
5R83	740902	740902	JOHN DEERE	AZ 2008	John Deere	624k	624K	Equipment	John Deere, 624k
5R83	740900	740900	OWNED	CA 2006	John Deere	640 Disk 18'	640 DISK 18'	Equipment	John Deere, 640 Disk 18'
5R83	741033	741033	OWNED	CA 2018	John Deere	644k Loader	644K LOADER	Equipment	John Deere, 644k Loader
5R83	640044	640044	OWNED	CA 2009	Mccloskey	733rew	733REW	Equipment	Mccloskey, 733rew
5R83	640043	640043	OWNED	CA 2009	Mccloskey	733sew	733SEW	Equipment	Mccloskey, 733sew
0BY6	001202	570812	ARI	CA 2007	Trail King	7706 Trailer	7706 TRAILER	Trailer	Trail King, 7706 Trailer
0BY6	001203	570813	ARI	CA 2007	Trail King	7706 Trailer	7706 TRAILER	Trailer	Trail King, 7706 Trailer
0BY6	001205	570815	ARI	CA 2007	Trail King	7706 Trailer	7706 TRAILER	Trailer	Trail King, 7706 Trailer
5R83	000676	740831	MISC LEASED VEH	CA 2007	Jdeere	7820 Tractor	7820 TRACTOR	Equipment	Jdeere, 7820 Tractor
5R83	741032	741032	OWNED	CA 2015	Stoughton	824k	824K	Trailer	Stoughton, 824k
5R83	001094	740821	OWNED	CA 2006	Laymore	8hc Sweeper	8HC SWEEPER	Equipment	Laymore, 8hc Sweeper
5R83	740975	740975	OWNED	CA 2015	Caterpillar	938k Loader	938K LOADER	Equipment	Caterpillar, 938k Loader
5R83	741036	741036	OTHER	CA 2018	Caterpillar	980 M Wheel Loader	980 M WHEEL LOADER	Equipment	Caterpillar, 980 M Wheel Loader
5R83	741037	741037	OTHER	CA 2018	Caterpillar	980 M Wheel Loader	980 M WHEEL LOADER	Equipment	Caterpillar, 980 M Wheel Loader
5R83	741038	741038	OTHER	CA 2018	Caterpillar	980 M Wheel Loader	980 M WHEEL LOADER	Equipment	Caterpillar, 980 M Wheel Loader
5R83	000563	560086	OWNED	AZ 1986	Equipment	Agchm Terragator 250	AGCHM TERRAGATOR 250	Equipment	Equipment, Agchm Terragator 250
5R83	620039	620039	OWNED	AZ 2009	Agrovac	Agri 4000	AGRI 4000	Equipment	Agrovac, Agri 4000
5R83	610442	610442	OWNED	CA 2000	Misc	Air Compressor	AIR COMPRESSOR	Equipment	Misc, Air Compressor
5R83	610155	61 0155	OWNED	AZ 1976	Misc	Aluminum Jon Boat	ALUMINUM JON BOAT	Marine	Misc, Aluminum Jon Boat
5R83	540177	540177	OWNED	CA 2000	Trailer	American Office Tr	AMERICAN OFFICE TR	Trailer	Trailer, American Office Tr
5R83	000168	790034	OWNED	CA 1977	Transcraft	Ashbrk Blt Pr/No Trl	ASHBRK BLT PR/NO TRL	Equipment	Transcraft, Ashbrk Blt Pr/No Trl
5R83	000683	790053	OWNED	CA 2003	Equipment	Ashbrk Skidmnt Gbt	ASHBRK SKIDMNT GBT	Equipment	Equipment, Ashbrk Skidmnt Gbt
5R83	000714	550230	OWNED	CA 1991	Wilson Trailer	Ashbrook Beltpress	ASHBROOK BELTPRESS	Trailer	Wilson Trailer, Ashbrook Beltpress
5R83	000744	790037	OWNED	CA 2005	Equipment	Ashbrook Skdmtbeltpr	ASHBROOK SKDMTBELTPR	Equipment	Equipment, Ashbrook Skdmtbeltpr

Client	ARI Vehicle	Synagro Veh#	Vendor	State/ VIN Year	VIN Make	VIN Model	Model Name	Asset Type	Type
5R83	001096	992019	OWNED	CA 2006	Kawasaki	Atv 600	ATV 600	Equipment	Kawasaki, Atv 600
5R83	050114	501142T	ARI	AZ 2015	Misc	Aux Fuel Tank	AUX FUEL TANK	Equipment	Misc, Aux Fuel Tank
5R83	51151T	501151T	OWNED	AZ 2015		Aux Fuel Tank	AUX FUEL TANK	Equipment	Aux Fuel Tank
0K15	1121T	501121T	ARI FLEET SERVICES	CA 2015		Aux Fuel Tank	AUX FUEL TANK	Equipment	Aux Fuel Tank
5R83	51233T	501233T	OWNED	CA 2017	Miscellaneous	Aux Fuel Tank	AUX FUEL TANK	Equipment	Miscellaneous, Aux Fuel Tank
0D15	570969	570969	ARI	CA 2019	Western Trailers	Belt Western	BELT WESTERN	Trailer	Western Trailers, Belt Western
0D15	570970	570970	ARI	CA 2019	Western Trailers	Belt Western	BELT WESTERN	Trailer	Western Trailers, Belt Western
0D15	570971	570971	ARI	CA 2020	Western Trailers	Belt Western	BELT WESTERN	Trailer	Western Trailers, Belt Western
0D15	570972	570972	ARI	CA 2020	Western Trailers	Belt Western	BELT WESTERN	Trailer	Western Trailers, Belt Western
0D15	570973	570973	ARI	CA 2020	Western Trailers	Belt Western	BELT WESTERN	Trailer	Western Trailers, Belt Western
0D15	570974	570974	ARI	CA 2020	Western Trailers	Belt Western	BELT WESTERN	Trailer	Western Trailers, Belt Western
0D15	570975	570975	ARI	CA 2020	Western Trailers	Belt Western	BELT WESTERN	Trailer	Western Trailers, Belt Western
5R83	000751	790044	OWNED	AZ 2003	Andritz	Belt Press	BELT PRESS	Equipment	Andritz, Belt Press
5R83	000534	790056	OWNED	AZ 2002	Andritz	Belt Press	BELT PRESS	Equipment	Andritz, Belt Press
5R83	001109	790058	OWNED	CA 1998	Ashbrook	Belt Press 2.2 Meter	BELT PRESS 2.2 METER	Equipment	Ashbrook, Belt Press 2.2 Meter
5R83	000492	790036	OWNED	AZ 2007	Andritz	Belt Press Skdm	BELT PRESS SKDM	Equipment	Andritz, Belt Press Skdm
5R83	740576	740576	OWNED	CA 2000	Misc	Box Blade Spreader	BOX BLADE SPREADER	Equipment	Misc, Box Blade Spreader
5R83	000836	520527	OWNED	CA 2002	Ottawa	Camando Yard Truck	CAMANDO YARD TRUCK	Truck HD	Ottawa, Camando Yard Truck
5R83	000437	740426	OWNED	AZ 1998	Equipment	Casemag Tractor, 891	CASEMAG TRACTOR, 891	Equipment	Equipment, Casemag Tractor, 891
5R83	000691	700021	OWNED	CA 2007	Equipment	Cat Kva (D) Genset	CAT KVA (D) GENSET	Equipment	Equipment, Cat Kva (D) Genset
5R83	000738	620205	OWNED	CA 2007	Godwin	Cd100m Automatic Pum	CD100M AUTOMATIC PUM	Equipment	Godwin, Cd100m Automatic Pum
5R83	800005	800005	OWNED	AZ 2003	Flottwig	Centrifuge	CENTRIFUGE	Equipment	Flottwig, Centrifuge
5R83	800006	800006	OWNED	CA 2000	Humbolt	Centrifuge	CENTRIFUGE	Equipment	Humbolt, Centrifuge
5R83	001134	800015	UNKNOWN	AZ 2006	Centrisys	Centrifuge C526-4	CENTRIFUGE C526-4	Trailer	Centrisys, Centrifuge C526-4
5R83	001135	800016	UNKNOWN	AZ 2006	Centrisys	Centrifuge Cp4-1.1 S	CENTRIFUGE CP4-1.1 S	Equipment	Centrisys, Centrifuge Cp4-1.1 S
5R83	000268	800017	OWNED	CA 2006	Trailer	Centrisys Wcentrifug	CENTRISYS WCENTRIFUG	Equipment	Trailer, Centrisys Wcentrifug
5R83	000413	520232	OWNED	AZ 2000	Mack	Ch613	CH613	Truck HD	Mack, Ch613
5R83	520897	520897	OTHER	AZ 2002	Mack	Ch613	CH613	Truck LD	Mack, Ch613
5R83	000712	550149	OWNED	CA 1998	Trailer	Champ Flatbed Traile	CHAMP FLATBED TRAILER	Trailer	Trailer, Champ Flatbed Traile
0BY6	001209	570819	ARI	AZ 2008	Travis Body & Trailer	Classic T102	CLASSIC T102	Trailer	Travis Body & Trailer, Classic T102
0BY6	001211	570822	ARI	AZ 2008	Travis Body & Trailer	Classic T102	CLASSIC T102	Trailer	Travis Body & Trailer, Classic T102
5R83	570758	570758	OWNED	CA 2006	Travis Body & Trailer	Classic Trailer	CLASSIC TRAILER	Trailer	Travis Body & Trailer, Classic Trailer
5R83	000139	570592	OWNED	AZ 1992	Vantage	Cmc Dump Trailer, 39	CMC DUMP TRAILER, 39	Trailer	Vantage, Cmc Dump Trailer, 39
5R83	000669	570593	OWNED	CA 1992	Vantage	Cmc Dump Trailer, 39	CMC DUMP TRAILER, 39	Trailer	Vantage, Cmc Dump Trailer, 39
5R83	000658	570509	OWNED	CA 1992	Vantage	Cmc End Dump 39ft	CMC END DUMP 39FT	Trailer	Vantage, Cmc End Dump 39ft
5R83	000659	570510	OWNED	CA 1992	Vantage	Cmc End Dump 39ft	CMC END DUMP 39FT	Trailer	Vantage, Cmc End Dump 39ft
5R83	000660	570511	OWNED	CA 1992	Vantage	Cmc End Dump 39ft	CMC END DUMP 39FT	Trailer	Vantage, Cmc End Dump 39ft
5R83	000661	570512	OWNED	CA 1992	Vantage	Cmc End Dump 39ft	CMC END DUMP 39FT	Trailer	Vantage, Cmc End Dump 39ft
5R83	000663	570514	OWNED	CA 1992	Vantage	Cmc End Dump 39ft	CMC END DUMP 39FT	Trailer	Vantage, Cmc End Dump 39ft
5R83	000653	570499	OWNED	CA 1988	Trailer	Cmc End Dump Trlr 39	CMC END DUMP TRLR 39	Trailer	Trailer, Cmc End Dump Trlr 39
5R83	000655	570501	OWNED	CA 1988	Trailer	Cmc End Dump Trlr 39	CMC END DUMP TRLR 39	Trailer	Trailer, Cmc End Dump Trlr 39
5R83	640034	640034	OWNED	AZ 2003	Doyle	Conveyer	CONVEYER	Equipment	Doyle, Conveyer
5R83	640037	640037	OWNED	CA 2009	Doyle	Conveyer	CONVEYOR	Equipment	Doyle, Conveyer
5R83	930037	930037	OWNED	CA 2013	Doyle	Conveyor 30'X24'	CONVEYOR 30'X24'	Equipment	Doyle, Conveyor 30'X24'
5R83	930038	930038	OWNED	CA 2013	Doyle	Conveyor 30'X24'	CONVEYOR 30'X24'	Equipment	Doyle, Conveyor 30'X24'
0BY6	001130	520762	ARI	AZ 2007	Mack	Cxn613	CXN613 CXN613	Truck HD	Mack, Cxn613
5R83	700051	700051	OWNED	AZ 2015	Mq Power	Dca150ssju4f 150 Kw	DCA150SSJU4F 150 KW	Equipment	Mq Power, Dca150ssju4f 150 Kw
5R83	610354	61 0354	OWNED	AZ 1988	Misc	Delhi Jon Boat 12'	DELHI JON BOAT 12'	Marine	Misc, Delhi Jon Boat 12'
5R83	630019	630019	OWNED	AZ 1990	Ims	Dredge	DREDGE	Equipment	Ims, Dredge
5R83	000581	770003A	OWNED	AZ 1994	Trailer	Dredge Hauler	DREDGE HAULER	Trailer	Trailer, Dredge Hauler
5R83	700046	700046	OWNED	CA 2010	Godwin	Dri-Prime Pump	DRI-PRIME PUMP	Trailer	Godwin, Dri-Prime Pump
5R83	800028	800002B	OWNED	AZ 1999	Trail King	Drop Deck Trailer	DROP DECK TRAILER	Trailer	Trail King, Drop Deck Trailer
5R83	000644	520769	OWNED	CA 1998	International	4900	DT466E WATER TK 4900	Truck LD	International, 4900
5R83	000918	570190	OWNED	AZ 1992	Trailer	Dump	DUMP	Trailer	Trailer, Dump
5R83	570659	570659	OWNED	AZ 2004	Trailer	Dump 32' Triaxle	DUMP 32' TRIAXLE	Trailer	Trailer, Dump 32' Triaxle
5R83	570661	570661	OWNED	AZ 2004	Trailer	Dump 32' Triaxle	DUMP 32' TRIAXLE	Trailer	Trailer, Dump 32' Triaxle
5R83	570662	570662	OWNED	AZ 2004	Trailer	Dump 32' Triaxle	DUMP 32' TRIAXLE	Trailer	Trailer, Dump 32' Triaxle

Client	ARI Vehicle	Synagro Veh#	Vendor	State	VIN Year	VIN Make	VIN Model	Model Name	Asset Type	Type
5R83	570664	570664	OWNED	AZ	2004	Trailer	Dump 32' Triaxle	DUMP 32' TRIAXLE	Trailer	Trailer, Dump 32' Triaxle
5R83	570667	570667	OWNED	AZ	2004	Trailer	Dump 32' Triaxle	DUMP 32' TRIAXLE	Trailer	Trailer, Dump 32' Triaxle
5R83	740825	740825	OWNED	AZ	2002	Linde	E15s-02	E15S-02	Equipment	Linde, E15s-02
5R83	000673	570725	OWNED	CA	2004	Trailer	Eagle 41' Utility Trl	EAGLE 41' UTILITY TRL	Trailer	Trailer, Eagle 41' Utility Trl
5R83	000717	550237	OWNED	AZ	2005	Trailer	Eagle Deck8	EAGLE DECK8	Trailer	Trailer, Eagle Deck8
5R83	000715	550238	OWNED	CA	2005	Trailer	Eagle Flatbed-S	EAGLE FLATBED-S	Trailer	Trailer, Eagle Flatbed-S
5R83	000997	570139	OWNED	CA	1990	East	East Dmp Framless	EAST DMP FRAMLESS	Trailer	East, East Dmp Framless
5R83	000324	570138	OWNED	AZ	1990	East	East End Dump	EAST END DUMP	Trailer	East, East End Dump
5R83	000774	570282	OWNED	CA	1995	East	East End Dump	EAST END DUMP	Trailer	East, East End Dump
5R83	000793	570155	OWNED	CA	1992	East	East End Dump Framle	EAST END DUMP FRAMLE	Trailer	East, East End Dump Framle
5R83	000999	570502	OWNED	CA	1990	East	East End Dump Traile	EAST END DUMP TRAILER	Trailer	East, East End Dump Traile
5R83	520829	520829	OWNED	AZ	2007	Ford	F-750	F750	Truck MD	Ford, F-750
5R83	520838	520838	OWNED	CA	2007	Ford	F-750	F750 WATER TRUCK	Truck MD	Ford, F-750
5R83	000617	550008	OWNED	AZ	1986	Trailer	Flatbed 25	FLATBED 25	Trailer	Trailer, Flatbed 25
5R83	550061	55 0061	OWNED	AZ	1986	Trailmobile	Flatbed, 48'	FLATBED, 48'	Trailer	Trailmobile, Flatbed, 48'
5R83	000209	530690	OWNED	AZ	1994	Trailer	Fldmst 7000 Gal Tank	FLDMST 7000 GAL TANK	Trailer	Trailer, Fldmst 7000 Gal Tank
5R83	000067	530731	OWNED	AZ	1994	Trailer	Fldmst Tnkr 7000 Ga	FLDMST TNKR 7000 GA	Trailer	Trailer, Fldmst Tnkr 7000 Ga
OK15	DUMMY1	DUMMY1	UNKNOWN	AZ	2010	Dummy	Fm Corrections	FM CORRECTIONS	Misc	Dummy, Fm Corrections
5R83	DUMMY	DUMMY	UNKNOWN	AZ	2010	Dummy	Fm Corrections	FM CORRECTIONS	Equipment	Dummy, Fm Corrections
5R83	660451	660451T	OTHER	CA	2018	Bulk Tank	For Fuel Only	FOR FUEL ONLY	Equipment	Bulk Tank, For Fuel Only
5R83	740285	740285	OWNED	AZ	1995	Toyota	Forklift	FORKLIFT	Equipment	Toyota, Forklift
5R83	740877	740877	OWNED	AZ	2008	Job	Forklift	FORKLIFT	Equipment	Job, Forklift
5R83	000688	740949	OWNED	CA	2007	Nwhol	Forklift	FORKLIFT	Equipment	Nwhol, Forklift
5R83	741034	741034	OWNED	AZ	2011	Mitsubishi	Forklift, Fg18n-Le	FORKLIFT, FG18N-LE	Equipment	Mitsubishi, Forklift, Fg18n-Le
5R83	51217T	501217T	ARI	CA	2017	Auxiliary	Fuel Tank	FUEL TANK	Equipment	Auxiliary, Fuel Tank
5R83	511350	501135T	OWNED	CA	2015	Auxiliary	Fuel Tank	FUEL TANK	Equipment	Auxiliary, Fuel Tank
5R83	740115	74 0115	OWNED	AZ	1989	Misc	Fuerest Chain Harrow	FUEREST CHAIN HARROW	Equipment	Misc, Fuerest Chain Harrow
5R83	561049	561049	OWNED	CA	2011	John Deere	Gator	GATOR	Equipment	John Deere, Gator
5R83	540176	540176	OWNED	CA	2000	Trailer	Ge 44x10 Office Tr	GE 44X10 OFFICE TR	Trailer	Trailer, Ge 44x10 Office Tr
5R83	700056	700056	OWNED	CA	2005	Magnum	Gen, Dca-70ssju4i	GEN, DCA-70SSJU4I	Equipment	Magnum, Gen, Dca-70ssju4i
5R83	700047	700047	OWNED	CA	2010	Ingersoll	Generator	GENERATOR	Trailer	Ingersoll, Generator
5R83	700055	700055	OWNED	CA	2006	Magnum	Generator (2) Mmg35	GENERATOR (2) MMG35	Equipment	Magnum, Generator (2) Mmg35
5R83	700057	700057	OWNED	CA	2014	Magnum	Generator (4) Mmg35	GENERATOR (4) MMG35	Equipment	Magnum, Generator (4) Mmg35
5R83	700012	700012	OWNED	AZ	2003	Equipment	Generator W/18' 2axl	GENERATOR W/18' 2AXL	Equipment	Equipment, Generator W/18' 2axl
5R83	000696	580209	OWNED	CA	2004	Equipment	Godwin Hl5mhi Prsr	GODWIN HL5MHI PRSR	Equipment	Equipment, Godwin Hl5mhi Prsr
5R83	741020	741020	OWNED	CA	2000	Equipment	Grader	GRADER	Equipment	Equipment, Grader
5R83	000719	550156	OWNED	CA	1986	Trailer	Grey Drop Deck	GREY DROP DECK	Trailer	Trailer, Grey Drop Deck
5R83	740282	74 0282	OWNED	AZ	2000	Misc	Hester Box Blade	HESTER BOX BLADE	Equipment	Misc, Hester Box Blade
5R83	741069	741069	JOHN DEERE	CA	2019	John Deere	Hybrid 644k Loader	HYBRID 644K LOADER	Equipment	John Deere, Hybrid 644k Loader
5R83	000555	630038	OWNED	AZ	1993	Equipment	Hydr Dredge, 177-8	HYDR DREDGE, 177-8	Equipment	Equipment, Hydr Dredge, 177-8
5R83	000204	570669	OWNED	AZ	2004	Trailer	J & J Dump	J & J DUMP	Trailer	Trailer, J & J Dump
5R83	570675	570675	OWNED	AZ	2004	Trailer	J & J Dump Trailer	J & J DUMP TRAILER	Trailer	Trailer, J & J Dump Trailer
5R83	000247	570674	OWNED	AZ	2004	Trailer	J&J Dump 32' Triaxle	J&J DUMP 32' TRIAXLE	Trailer	Trailer, J&J Dump 32' Triaxle
5R83	610402	61 0402	OWNED	AZ	2011	Misc	Klamath Boat, 16'	KLAMATH BOAT, 16'	Marine	Misc, Klamath Boat, 16'
5R83	741015	741015	OWNED	CA	2012	Equipment	Komptech Turner X-60	KOMPTech TURNER X-60	Equipment	Equipment, Komptech Turner X-60
5R83	000722	530704	OWNED	CA	1996	Trailer	Lhorn Vac Tanker	LHORN VAC TANKER	Trailer	Trailer, Lhorn Vac Tanker
5R83	000732	740273	OWNED	CA	1985	Jdeere	Loader 624g	LOADER 624G	Equipment	Jdeere, Loader 624g
5R83	740892	740892	OWNED	CA	2006	John Deere	Loader 644j	LOADER 644J	Equipment	John Deere, Loader 644j
5R83	000881	740590	OWNED	AZ	1997	Caterpilla	Loader 924f	LOADER 924F	Equipment	Caterpilla, Loader 924f
5R83	741012	741012	OWNED	CA	1997	John Deere	Loader, 444h	LOADER, 444H	Equipment	John Deere, Loader, 444h
5R83	741019	741019	OWNED	CA	2010	John Deere	Loader, 544k	LOADER, 544K	Equipment	John Deere, Loader, 544k
5R83	741014	741014	OWNED	CA	2009	John Deere	Loader, 644b	LOADER, 644B	Equipment	John Deere, Loader, 644b
5R83	741017	741017	OWNED	CA	2010	John Deere	Loader, 644k	LOADER, 644K	Equipment	John Deere, Loader, 644k
5R83	741018	741018	OWNED	CA	2010	John Deere	Loader, 644k(T)	LOADER, 644K(T)	Equipment	John Deere, Loader, 644k(T)
5R83	741013	741013	OWNED	CA	2004	John Deere	Loader, 744j	LOADER, 744J	Equipment	John Deere, Loader, 744j
5R83	741016	741016	OWNED	CA	2009	John Deere	Loader, 744k	LOADER, 744K	Equipment	John Deere, Loader, 744k
5R83	000697	620127	OWNED	CA	1994	Equipment	Loud 42ft Houle Pump	LOUD 42FT HOULE PUMP	Equipment	Equipment, Loud 42ft Houle Pump

Client	ARI Vehicle	Synagro Veh#	Vendor	State/ VIN Year	VIN Make	VIN Model	Model Name	Asset Type	Type
5R83	000698	620200	OWNED	CA 2002	Equipment	Loud 52ft Houle Pump	LOUD 52FT HOULE PUMP	Equipment	Equipment, Loud 52ft Houle Pump
5R83	000753	520822	OWNED	CA 1995	Ford	Lta9000 Aero Max 106	LTA9000 ELLIPT DUMP	Truck LD	Ford, Lta9000 Aero Max 106
5R83	700044	700044	OWNED	CA 2010	Wacker	Ltn6l Light Tower	LTN6L LIGHT TOWER	Misc	Wacker, Ltn6l Light Tower
5R83	000700	620015	OWNED	CA 2002	Equipment	Lwt 72hp Liquid Wate	LWT 72HP LIQUID WATE	Equipment	Equipment, Lwt 72hp Liquid Wate
5R83	000681	630052	OWNED	CA 2003	Equipment	Lwt Cntrlrdg Cornel	LWT CNTRLDRDG CORNEL	Equipment	Equipment, Lwt Cntrlrdg Cornel
5R83	590131	590131	OWNED	CA 1991	Misc	Mix Tank	MIX TANK	Equipment	Misc, Mix Tank
5R83	590132	590132	OWNED	CA 1991	Misc	Mix Tank	MIX TANK	Equipment	Misc, Mix Tank
5R83	700053	700053	OWNED	CA 2012	Magnum Products	Mlt 3060 Light Tower	MLT 3060 LIGHT TOWER	Trailer	Magnum Products, Mlt 3060 Light Tower
5R83	740724	740724	OWNED	AZ 2004	Manitou	Mlt 633t/s	MLT 633T/S	Equipment	Manitou, Mlt 633t/s
5R83	700052	700052	OWNED	CA 2010	Magnum	Mlt3060m Light Tower	MLT3060M LIGHT TOWER	Equipment	Magnum, Mlt3060m Light Tower
5R83	700036	700036	OWNED	CA 2006	Allmand	Nite Light Pro Light	NITE LIGHT PRO LIGHT	Misc	Allmand, Nite Light Pro Light
OK15	520869	520869	ARI	CA 2016	Isuzu	Nrr	NQR NQR	TRUCK MD	Isuzu, Nrr
5R83	000687	930022	OWNED	CA 2003	Pwscn	P/S M60 Conveyor	P/S M60 CONVEYOR	Equipment	Pwscn, P/S M60 Conveyor
5R83	000473	570677	MISC LEASED VEH	AZ 2002	Trailer	Parker Dump Trailer	PARKER DUMP TRAILER	Trailer	Trailer, Parker Dump Trailer
5R83	000536	570581	OWNED	AZ 2003	Trailer	Parker Dump Trailer	PARKER DUMP TRAILER	Trailer	Trailer, Parker Dump Trailer
5R83	930020	930020	OWNED	AZ 2002	Doyle	Portable Conveyor 36	PORTABLE CONVEYOR 36	Equipment	Doyle, Portable Conveyor 36
5R83	000684	930019	OWNED	CA 2001	Doyle	Portable Convy	PORTABLE CONVY	Equipment	Doyle, Portable Convy
5R83	000510	720220	OWNED	AZ 2005	Blazer	Pull Tank#420	PULL TANK#420	Equipment	Blazer, Pull Tank#420
5R83	000486	520641	OWNED	AZ 1998	Mack	Rd688s	PUMP TRAC T2130RD688	Truck HD	Mack, Rd688s
5R83	000720	530705	OWNED	CA 1996	Balzer	Razbd Vac Tanker	RAZBD VAC TANKER	Trailer	Balzer, Razbd Vac Tanker
5R83	590140	590140	OWNED	CA 2011	Vogelsang	Rcx-58g Grinder	RCX-58G GRINDER	Equipment	Vogelsang, Rcx-58g Grinder
5R83	550062	55 0062	OWNED	AZ 1994	Trailer	Rj Dump Util Tr, 12'	RJ DUMP UTIL TR, 12'	Trailer	Trailer, Rj Dump Util Tr, 12'
5R83	740903	740903	OWNED	CA 2006	Case	Rmx790 Disc 14'	RMX790 DISC 14'	Equipment	Case, Rmx790 Disc 14'
5R83	000566	520338	OWNED	CA 1998	Freightliner	FI112	ROAD TRACTOR FI112	Truck LD	Freightliner, FI112
5R83	000418	550109	OWNED	AZ 1998	Trailer	Rush Gooseneck Trlr	RUSH GOOSENECK TRLR	Trailer	Trailer, Rush Gooseneck Trlr
5R83	740283	74 0283	OWNED	AZ 2000	Rhino	Scrapper Blade, 90	SCRAPPER BLADE, 90	Equipment	Rhino, Scrapper Blade, 90
5R83	740042	74 0042	OWNED	AZ 2000	Misc	Scrprr Blade Rb1010	SCRPPR BLADE RB1010	Equipment	Misc, Scrprr Blade Rb1010
5R83	000706	790048	OWNED	AZ 1999	Andritz	Skid Mount Bp	SKID MOUNT BP	Trailer	Andritz, Skid Mount Bp
5R83	640036	640036	OWNED	AZ 2009	Wildcat	Sp820 Turner	SP820 TURNER	Equipment	Wildcat, Sp820 Turner
5R83	000713	550222	OWNED	CA 1995	Trailer	Spens Trailer/Carrie	SPCNS TRAILER/CARRIE	Trailer	Trailer, Spens Trailer/Carrie
5R83	930040	930040	OWNED	CA 2015	Doyle	Sph2436 36' Conveyor	SPH2436 36' CONVEYOR	Equipment	Doyle, Sph2436 36' Conveyor
5R83	000454	520209	OWNED	AZ 1996	Mack	Rd690s	SPREADER MOUNT RD690	Truck HD	Mack, Rd690s
5R83	000410	720131	OWNED	AZ 1998	Jdeere	Spreader, 785	SPREADER, 785	Equipment	Jdeere, Spreader, 785
5R83	001232	790068A	OWNED	AZ 2007	Fontaine	Step Deck	STEP DECK	Equipment	Fontaine, Step Deck
5R83	79056A	790056A	OWNED	AZ 2003	Trailking	Step Deck Trailer	STEP DECK TRAILER	Trailer	Trailking, Step Deck Trailer
5R83	660144	66 0144	OWNED	AZ 2000	Equipment	Storage Container	STORAGE CONTAINER	Equipment	Equipment, Storage Container
5R83	570756	570756	OWNED	AZ 2006	Travis Body & Trailer	T012 Trailer	T012 TRAILER	Trailer	Travis Body & Trailer, T012 Trailer
0BY6	001197	570810	ARI	AZ 2007	Travis Body & Trailer	T102 Trailer	T102 TRAILER	Trailer	Travis Body & Trailer, T102 Trailer
5R83	570801	570801	OWNED	AZ 2007	Travis Body & Trailer	T102 Trailer	T102 TRAILER	Trailer	Travis Body & Trailer, T102 Trailer
5R83	570800	570800	OWNED	CA 2007	Travis Body & Trailer	T102 Trailer	T102 TRAILER	Trailer	Travis Body & Trailer, T102 Trailer
5R83	570806	570806	OWNED	CA 2007	Travis Body & Trailer	T102 Trailer	T102 TRAILER	Trailer	Travis Body & Trailer, T102 Trailer
5R83	570757	570757	OWNED	CA 2006	Travis Body & Trailer	T102 Trailer	T102 TRAILER	Trailer	Travis Body & Trailer, T102 Trailer
5R83	570802	570802	OWNED	CA 2007	Travis Body & Trailer	T102 Trailer	T102 TRAILER	Trailer	Travis Body & Trailer, T102 Trailer
5R83	570803	570803	OWNED	CA 2007	Travis Body & Trailer	T102 Trailer	T102 TRAILER	Trailer	Travis Body & Trailer, T102 Trailer
5R83	570804	570804	OWNED	CA 2007	Travis Body & Trailer	T102 Trailer	T102 TRAILER	Trailer	Travis Body & Trailer, T102 Trailer
5R83	570805	570805	OWNED	CA 2007	Travis Body & Trailer	T102 Trailer	T102 TRAILER	Trailer	Travis Body & Trailer, T102 Trailer
5R83	500939	500939T	WHEELS	AZ 2008	Miscellaneous	Tank	TANK	Equipment	Miscellaneous, Tank
5R83	501001	501001T	WHEELS	AZ 2011	Miscellaneous	Tank	TANK	Equipment	Miscellaneous, Tank
5R83	501003	501003T	WHEELS	AZ 2011	Miscellaneous	Tank	TANK	Equipment	Miscellaneous, Tank
5R83	501008	501008T	WHEELS	AZ 2011	Miscellaneous	Tank	TANK	Equipment	Miscellaneous, Tank
5R83	501009	501009T	WHEELS	AZ 2011	Miscellaneous	Tank	TANK	Equipment	Miscellaneous, Tank
5R83	501015	501015T	WHEELS	AZ 2011	Miscellaneous	Tank	TANK	Equipment	Miscellaneous, Tank
5R83	121350	501213T	ARI	AZ 2017	Miscellaneous	Tank	TANK	Equipment	Miscellaneous, Tank
5R83	000730	500810T	WHEELS	CA 2004	Miscellaneous	Tank	TANK	Equipment	Miscellaneous, Tank
5R83	500942	500942T	WHEELS	CA 2008	Miscellaneous	Tank	TANK	Equipment	Miscellaneous, Tank
5R83	501000	501000T	WHEELS	CA 2011	Miscellaneous	Tank	TANK	Equipment	Miscellaneous, Tank
5R83	501006	501006T	WHEELS	CA 2011	Miscellaneous	Tank	TANK	Misc	Miscellaneous, Tank

Client	ARI Vehicle	Synagro Veh#	Vendor	State/ VIN Year	VIN Make	VIN Model	Model Name	Asset Type	Type
5R83	500995	500995T	WHEELS	CA 2011	Miscellaneous	Tank	TANK	Equipment	Miscellaneous, Tank
5R83	501010	501010T	WHEELS	CA 2011	Miscellaneous	Tank	TANK	Equipment	Miscellaneous, Tank
5R83	570597	570597	OWNED	AZ 2017	Ti-Brook	Tibrook Dump 36ft	TIBROOK DUMP 36FT	Trailer	Ti-Brook, Tibrook Dump 36ft
5R83	TIREMB	TIRE MB	OWNED	AZ 2017	Bulk	Tire Purchases	TIRE PURCHASES		Bulk, Tire Purchases
5R83	520849	520849	OWNED	CA 2006	Capacity Of Texas	Tj5000	TJ5000	Truck HD	Capacity Of Texas, Tj5000
5R83	640061	640061	OWNED	CA 2019	Vermeer	Tr626	TR626		Vermeer, Tr626
5R83	640055	640055	OWNED	CA 2018	Vermeer	Tr626 Screen	TR626 SCREEN	Equipment	Vermeer, Tr626 Screen
5R83	640058	640058	OWNED	CA 2018	Vermeer	Tr626 Screen	TR626 SCREEN		Vermeer, Tr626 Screen
5R83	000501	740718	OWNED	AZ 2003	Jdeere	Tractor 7810	TRACTOR 7810	Equipment	Jdeere, Tractor 7810
5R83	000428	740596	OWNED	CA 2004	Jdeere	Tractor 7820	TRACTOR 7820	Equipment	Jdeere, Tractor 7820
5R83	000793	520341	OWNED	CA 1995	Kenworth	T450	TRACTOR T450	Truck HD	Kenworth, T450
5R83	000322	520745	OWNED	CA 1988	Ottawa	Tractor Yard Goat Tr	TRACTOR YARD GOAT TR	Truck HD	Ottawa, Tractor Yard Goat Tr
5R83	000317	520740	OWNED	CA 1988	Ottawa	Tractor Yard Goat Tr	TRACTOR YARD GOAT TR	Truck HD	Ottawa, Tractor Yard Goat Tr
5R83	000426	740389	OWNED	AZ 1997	Ford	Tractor, 3390	TRACTOR, 3390	Equipment	Ford, Tractor, 3390
5R83	000490	740423	OWNED	AZ 1997	Casemag	Tractor, 8910	TRACTOR, 8910	Equipment	Casemag, Tractor, 8910
5R83	000197	800005A	OWNED	AZ 2003	Viking Trailers	Trail W/Centrifug	TRAIL W/CENTRIFUG	Trailer	Viking Trailers, Trail W/Centrifug
5R83	570755	570755	OWNED	CA 2005	East	Trailer	TRAILER	Trailer	East, Trailer
5R83	570773	570773	OWNED	CA 2006	Travis Body & Trailer	Trailer	TRAILER	Trailer	Travis Body & Trailer, Trailer
5R83	570774	570774	OWNED	CA 2006	Travis Body & Trailer	Trailer	TRAILER	Trailer	Travis Body & Trailer, Trailer
5R83	80006A	800006A	OWNED	CA 2000	Talbert	Trailer	TRAILER	Trailer	Talbert, Trailer
5R83	790070	790070A	OWNED	CA 2011	Fontaine	Trailer W/Belt Press	TRAILER W/BELT PRESS	Trailer	Fontaine, Trailer W/Belt Press
5R83	000707	790055A	OWNED	CA 2003	Trailking W/ Andritz	Trailer	TRAILKING W/ ANDRITZ	Trailer	Trailking W/ Andritz
5R83	000128	570483	OWNED	CA 1996	Trailer	Travis Dump Trlr 37'	TRAVIS DUMP TRLR 37'	Trailer	Trailer, Travis Dump Trlr 37'
5R83	000657	570506	OWNED	CA 1989	Trailer	Travis End Dump 38	TRAVIS END DUMP 38	Trailer	Trailer, Travis End Dump 38
5R83	000634	570518	OWNED	CA 1992	Trailer	Travis End Dump 39ft	TRAVIS END DUMP 39FT	Trailer	Trailer, Travis End Dump 39ft
5R83	000665	570520	OWNED	CA 2003	Trailer	Travis End Dump 39ft	TRAVIS END DUMP 39FT	Trailer	Trailer, Travis End Dump 39ft
5R83	000648	570456	OWNED	CA 1997	Trailer	Travis Framless Dump	TRAVIS FRAMLESS DUMP	Trailer	Trailer, Travis Framless Dump
5R83	000649	570464	OWNED	CA 1997	Trailer	Travis Framless Dump	TRAVIS FRAMLESS DUMP	Trailer	Trailer, Travis Framless Dump
5R83	000650	570471	OWNED	CA 1997	Trailer	Travis Framless Dump	TRAVIS FRAMLESS DUMP	Trailer	Trailer, Travis Framless Dump
5R83	000645	570322	OWNED	CA 1996	Trailer	Travis Tandum Dump	TRAVIS TANDUM DUMP	Trailer	Trailer, Travis Tandum Dump
5R83	000646	570323	OWNED	CA 1996	Trailer	Travis Tandum Dump	TRAVIS TANDUM DUMP	Trailer	Trailer, Travis Tandum Dump
5R83	000387	740647	OWNED	CA 1995	Jdeere	Trgrdr 670b	TRGRDR 670B	Equipment	Jdeere, Trgrdr 670b
5R83	000837	790024A	OWNED	AZ 1992	Trail King	Trlrlking W/Andritz	TRLRLKING W/ANDRITZ	Trailer	Trail King, Trlrlking W/Andritz
5R83	640051	640051	OWNED	CA 2009	Equipment	Trommel, Sm720	TROMMEL, SM720	Equipment	Equipment, Trommel, Sm720
5R83	640052	640052	OWNED	CA 2014	Equipment	Trommel, Sm720	TROMMEL, SM720	Equipment	Equipment, Trommel, Sm720
5R83	640041	640041	OWNED	AZ 2009	Wildcat	Ts616	TS616	Equipment	Wildcat, Ts616
5R83	000740	540140	OWNED	CA 1978	Utility Van	Utility Van	UTILITY VAN	Trailer	Utility, Utility Van
5R83	540036	54 0036	OWNED	AZ 1974	Fruehauf	Van Trailer	VAN TRAILER	Trailer	Fruehauf, Van Trailer
5R83	540050	54 0050	OWNED	AZ 1970	Lufkin	Van Trailer, 24'	VAN TRAILER, 24'	Trailer	Lufkin, Van Trailer, 24'
5R83	000004	630047	OWNED	AZ 2007	Equipment	Vmi Md-615	VMI MD-615	Trailer	Equipment, Vmi Md-615
5R83	000679	630025	OWNED	CA 1996	Equipment	Vmi Mini Dredge	VMI MINI DREDGE	Equipment	Equipment, Vmi Mini Dredge
5R83	001082	630051	OWNED	CA 2004	Equipment	Vmi Unit 6351dredge	VMI UNIT 6351DREDGE	Equipment	Equipment, Vmi Unit 6351dredge
5R83	590135	590135	OWNED	CA 2005	Laird	Vs-1100 Mixer	VS-1100 MIXER	Equipment	Laird, Vs-1100 Mixer
5R83	590136	590136	OWNED	CA 2005	Laird	Vs-1100 Mixer	VS-1100 MIXER	Equipment	Laird, Vs-1100 Mixer
5R83	590138	590138	OWNED	CA 2000	Vogelsang	Vx136	VX136	Misc	Vogelsang, Vx136
5R83	580225	580225	OWNED	CA 2003	Equi	Vx184-184q Vogelsang	VX184-184Q VOGELSANG	Equipment	Equi, Vx184-184q Vogelsang
5R83	000763	790031A	OWNED	CA 1969	Trailking	W/Ashbrook Belt Pre	WASHBROOK BELT PRE	Trailer	Trailking, W/Ashbrook Belt Pre
5R83	520895	520895	OWNED	CA 2005	Ford	F-750	WATER TRUCK, F750	Truck HD	Ford, F-750
5R83	000898	520427	OWNED	AZ 1990	Whitegmc	Wca Aro Series	WCA64T AERO SERIES	Truck HD	Whitegmc, Wca Aro Series
5R83	000765	630111	OWNED	CA 2006	Wildcat	Wcat Rowtrnr #Spb718	WCAT ROWTRNR #SPB718	Equipment	Wildcat, Wcat Rowtrnr #Spb718
5R83	740859	740859	OWNED	CA 2008	Misc	Wilcox Chisel Plow	WILCOX CHISEL PLOW	Equipment	Misc, Wilcox Chisel Plow
5R83	000833	520761	OWNED	CA 2003	Ottawa	Yt30 Yard Mule	YT30 YARD MULE	Truck HD	Ottawa, Yt30 Yard Mule
5R83	520848	520848	OWNED	CA 2003	Ottawa	Yt-30 Yard Tractor	YT-30 YARD TRACTOR	Truck HD	Ottawa, Yt-30 Yard Tractor
5R83	700045	700045	OWNED	CA 2010	Gulf Atl	Zu100jt	ZU100JT	Trailer	Gulf Atl, Zu100jt
5R83	540168	540168	OWNED	AZ 2008	Haulmark	Rvn85x27wt3		Trailer	Haulmark, Rvn85x27wt3
5R83	51215T	501215T	ARI	CA 2017	Aux Fuel Tank			Equipment	Aux Fuel Tank
5R83	550300	550300	OWNED	CA 1998	Wabash Nat			Trailer	Wabash Nat

Equipment Inventory\_10.7.19 - West-Highlighted

11/4/2019 5:25 PM

Client	ARI Vehicle	Synagro Veh#	Vendor
5R83	550304	550304	OWNED
5R83	550305	550305	OWNED
5R83	550307	550307	OWNED
5R83	550309	550309	OWNED
5R83	550314	550314	OWNED

State/ VIN	Year	VIN Make	VIN Model
CA	1995	Eagle	
CA	2004	Cobra Motorhomes & Trailers	
CA	2009	Travel Tri	
CA	1999	X-L Specialized	
CA	2007	Interstate West	

Model Name

Asset Type	Type
Trailer	Eagle
Trailer	Cobra Motorhomes & Trailers
Trailer	Travel Tri
Trailer	X-L Specialized
Trailer	Interstate West

## STATEMENT OF SURETY INTENT

TO: Pima County

We have reviewed the bid of: Synagro of California, LLC

Of: 435 Williams Court, Suite 100, Baltimore, MD 21220

For: Biosolids Removal and Disposal Services, IFB-PO-2000040

Bids for which will be received on: 10/30/2019

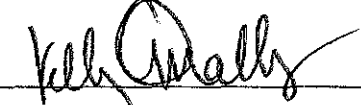
and wish to advise that should this bid of the contractor be accepted and the contract awarded to him/them, it is our present intention to become surety on the performance bond and labor and material bond required by the contract.

Any arrangement for the bonds required by the contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of Arizona

Everest Reinsurance Company

By



Kelly O'Malley, Attorney-in-Fact  
AZ Nonresident Agent, License # 1680623

EVEREST.

ES004R10265

POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY  
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

**William G. Morrissey, Marisol Mojica, Kristin S. Bender, April D. Perez, Jessica Iannotta, Kelly O'Malley, Annette Audinot**

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

**RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Everest Reinsurance Company

*Nicole Chase*  
Attest: Nicole Chase, Assistant Secretary

*Anthony Romano*  
By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239736  
Qualified In Queens County  
Term Expires April 25, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 23<sup>rd</sup> day of October, 2019.





**EVEREST REINSURANCE COMPANY**  
**STATEMENTS OF FINANCIAL CONDITION**

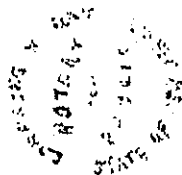
	December 31,	
	2018	2017
<b>ASSETS</b>		
Bonds	\$ 5,803,284,602	\$ 3,672,234,234
Stocks	524,520,092	451,346,228
Short-term investments	997,767	-
Other invested assets	2,138,471,309	2,238,399,502
Cash and cash equivalents	333,472,347	243,245,188
Accounts receivable-premium balances	1,817,305,389	1,583,153,684
Reinsurance recoverable	380,867,637	612,084,447
Other assets	820,251,843	685,600,063
<b>Total Assets</b>	<b>\$ 11,819,170,986</b>	<b>\$ 9,486,063,346</b>
<b>LIABILITIES</b>		
Loss and loss adjustment expense reserve	\$ 5,504,827,165	\$ 3,661,132,517
Unearned premium reserve	1,507,245,585	1,310,324,727
Ceded reinsurance premium payable (net of ceding commission)	318,111,587	494,144,179
Reserve for commissions, taxes and other liabilities	838,392,552	628,609,659
<b>Total Liabilities</b>	<b>\$ 8,168,576,889</b>	<b>\$ 6,094,211,082</b>
<b>SURPLUS AND OTHER FUNDS</b>		
Common capital stock	\$ 10,000,000	\$ 10,000,000
Contributed Surplus	2,462,668,168	987,509,603
Unassigned surplus	1,177,925,929	2,394,342,661
<b>Total capital and surplus</b>	<b>\$ 3,650,594,097</b>	<b>\$ 3,391,852,264</b>
<b>Total Liabilities and Surplus</b>	<b>\$ 11,819,170,986</b>	<b>\$ 9,486,063,346</b>

Bonds and stocks are valued on a basis promulgated by the National Association of Insurance Commissioners

Margaret Horn

Signed before me by Margaret Horn, Vice President, this 30<sup>th</sup> day of April 2019

Lorraine N Day





# PLAN OF OPERATION



## Pima County Biosolids Removal and Disposal Services Plan of Operation

### **1. Overview: Detailed description of Contractor's overall process, including further preparation or derivation processes, if applicable.**

Synagro of California, LLC (Synagro) recognizes the importance of a successful biosolids beneficial use program to Pima County. We believe, based on our extensive experience, that our approach and land application experience make us the best choice for the County. As your service provider, Synagro will provide reliable, responsible and professional services as the foundation to a sustainable biosolids management program for Pima County.

We will work diligently to maintain the support and involvement of the local farming community and the general public and will demonstrate our commitment to positive stewardship of the land. Synagro will assist the County in maintaining Arizona's state-wide biosolids regulations as the overarching responsible regulatory control on beneficial use.

### **Project Goals & Major Tasks**

As part of our operational approach for the County's biosolids management program, we will:

- Establish land base and permits for the beneficial use of biosolids within a reasonable time frame from the notice of award and will continue to add land throughout the contract term as needed.
- Manage the biosolids as "Beneficial Use" through agricultural land application programs compliant with federal, state, and local regulations.
- Provide necessary landfill back up in the event the material is not suitable for land application.
- Provide adequate redundant capacity to ensure that the County will experience uninterrupted service. In addition to the equipment identified for use on this project, the following list includes back-up equipment located at Synagro's Tolleson, AZ equipment yard that can be relocated for use on the Pima County contract within 24 hours.



Client ARI Vehicle Synagro V Status VIN Project # VIN Year VIN Make VIN Model Model Name Type

Pima County Primary Unit

Arizona Reserve Units - Currently located in Synagro's Tolleson, AZ yard

#### Spreaders

5R83	720241	720241	Active	1122	55-2218	1999	Knight	8030tr	8030tr	Knight, 8030tr
5R83	720249	720249	Active	80013	67-0001	2010	Kuhn	Psc171tv	PSC171TV	Kuhn, Psc171tv

#### Loaders

5R83	740870	740870	Active	DW624	K 67-0001	2008	John Deere	624k	624K	John Deere, 624k
5R83	740902	740902	Active	DW624K26	14-0049	2008	John Deere	624k	624K	John Deere, 624k

#### Ag Tractors

5R83	000880	740807	Active	RW8230	F14-0049	2007	John Deere	8230 Tract	8230 TRACTOR	John Deere, 8230 Tractor
5R83	740834	740834	Active	RW8130P	54-8000	2007	John Deere	8130 Tract	8130 TRACTOR	John Deere, 8130 Tractor

#### Discs

5R83	740583	740583	Active	JAG078105	67-0001	1999	Case	770 Disc	770 DISC	Case, 770 Disc
5R83	740903	740903	Active	JFH003852	66-0035	2006	Case	Rmx790 DI	RMX790 DISC 14'	Case, Rmx790 Disc 14'

2. **Biosolids Receipt and Removal Plan** describing the manner in which Contractor will receive and remove Biosolids from the RBMF site as produced for each of the following situations:
  - a. During any delay from the 1st Contract day in the start-up of Contractor's completed in-place operation.
  - b. Initial start-up of Contractor's operation.
  - c. Normal daily operations.
  - d. Operations during inclement weather conditions.

#### On-Site Handling and Staging of Biosolids

Biosolids from the Countys Regional Biosolids Management Facility (RBMF) will be conveyed to truck loading hoppers by the County. The material will be dropped into staged trucks within the loading bay. Synagro will provide three to four water-tight, covered, semi trucks with trailers for the County's project. A Synagro employee or subcontractor will be on-site to manage truck loading.

#### Measurement of On-site Loads

Synagro will utilize an available certified scale provided by the County for loads going to land application sites and landfill loads.



### Transportation Plan

Synagro will obtain all permits, licenses, and authorizations required for the transportation and beneficial use of the County's biosolids.

All trucks transporting biosolids will have full mud flaps and dump beds will be equipped with sealed tailgates to prevent leakage. In addition, each loaded truck will be covered by tarpaulin prior to exiting the site to prevent accidental release of biosolids during transport.

A typical truck loading process includes the following procedures:

1. At the start of each shift, each driver will conduct a pre-trip inspection for their assigned equipment and document utilizing a DOT approved DVIR and driver logs. Trucks shall be in full compliance with all AZ DOT registration requirements, fully insured, and in safe operating condition.
2. The driver will weigh in on the plant scale on site to produce a tare weight before loading.
3. The driver will place the truck under the hopper and the County operator will load the material into the trailer. The truck and trailer will be moved as needed during the loading process to balance the load in the trailer.
4. Once the material is loaded into the truck for transportation to the disposal site (and sealed end-gates checked and the load tarped), the driver will conduct a pre-trip inspection and make sure to clean any debris that may be on the outside of the equipment. The truck will be routed to the onsite scale for a gross weight (full load).
5. The driver will complete a Synagro cake ticket and obtain a weight certificate which will be attached to the Synagro cake ticket. A copy of the cake ticket and the scale ticket will be left at the plant as documentation for measurement, billing and payment. The cake ticket will include land application field destination or landfill destination.

In the case of landfill, measurement, billing and payment will be based on the landfill weight certificate. The net weight per the landfill will be compared to the weight determined at the plant to ensure there are no material discrepancies.

6. The above process will be completed for each load.