



Search APN or Address or

Parcels:

Assessor Parcel Number
50533020A

First Owner Name
TREKELL RANCH LLC

Second Owner Name

Property Address

Mailing Address
PO BOX 10038

City
CASA GRANDE

State
AZ

Zip
85130

Sub or Condo Name


Property Description
S1/2 SW- EXCEPT A PARCEL 535' N OF
[Zoom to](#)

Earthstar Geographics | Esri, HI

Lawrence Foxtail Field currently owned
by Trekell Ranch LLC

0.3mi



Search APN or Address or 

(1 of 3)

Parcels:

Assessor Parcel Number
505330180

First Owner Name
TREKELL RANCH LLC

Second Owner Name

Property Address

Mailing Address
PO BOX 10038

City
CASA GRANDE

State
AZ

Zip
85130

Sub or Condo Name

Property Description
SF NW & NE SW ROAD
[Zoom to](#)

Earthstar Geographics | Esri, HI

Lawrence Hillside Field currently
owned by Trekell Ranch LLC

0.3mi



Search APN or Address or

Parcels:

Assessor Parcel Number
505330170

First Owner Name
TREKELL RANCH LLC

Second Owner Name

Property Address
2135 S TREKELL RD CASA GRANDE, AZ
85193

Mailing Address
PO BOX 10038

City
CASA GRANDE

State
AZ

Zip
85130

Sub or Condo Name

Property Description
[Zoom to](#)

Earthstar Geographics | Esri, H

Lawrence "Shop" Field currently owned
by Trekell Ranch LLC

0.3mi

Entity Information

Search Date and Time:

12/12/2019 10:15:01 AM

Entity Details

TREKELL RANCH, LLC

L22460434

Domestic LLC

Active

12/26/2017

In Good Standing

1/2/2018

12/26/2017

Perpetual

Arizona

Entity Name:

Entity ID:

Entity Type:

Entity Status:

Formation Date:

Reason for Status:

Approval Date:

Status Date:

Original Incorporation Date:

Life Period:

Business Type:

Last Annual Report Filed:

Domicile State:

Annual Report Due Date:

Years Due:

Original Publish Date:

Statutory Agent Information

Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>)

Name:

TINA L VANNUCCI

Appointed Status:

Active

Attention:

Address:

FITZGIBBONS LAW OFFICES PLLC 1115 E COTTONWOOD LN STE 150 , CASA GRANDE, AZ 85122, USA

Agent Last Updated:

1/2/2018

E-mail:

Attention:

Mailing Address:

County:

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Member	DONALD DORSEY TREKELL JR %		THERESA LYNNE TREKELL 5811 KENWOOD AVENUE, DALLAS, TX, 75206, USA	12/26/2017	1/2/2018
Member	FRANK DAVID TREKELL		PO BOX 10038, CASA GRANDE, AZ, 85130, USA	12/26/2017	1/2/2018
Member			DATED JULY 17, 1992 GRETCHEN AND ALAN SARGEANT, TRUSTEES 806 SCENIC POINTE, PRESCOTT, AZ, 86303, USA	12/26/2017	1/2/2018

Page 1 of 1, records 1 to 3 of 3

Entity Known Place of Business

Attention:

Address: 737 E BRENDA DR, CASA GRANDE, AZ, 85122, USA

County: Pinal

Last Updated: Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>)

AVZA RANCHES

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 Auza, 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.

Synagro
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.

1.	
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>

2.	
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 <i>PVC Properties - No Consent!</i>
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 <i>Wrong</i> <input type="checkbox"/> Land owner consent to use land for biosolids application <i>Legal description</i> <input checked="" type="checkbox"/> Other – Specify <u>Farm map, public notice, and description of verbal conversation</u>

3.	
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 _____



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.

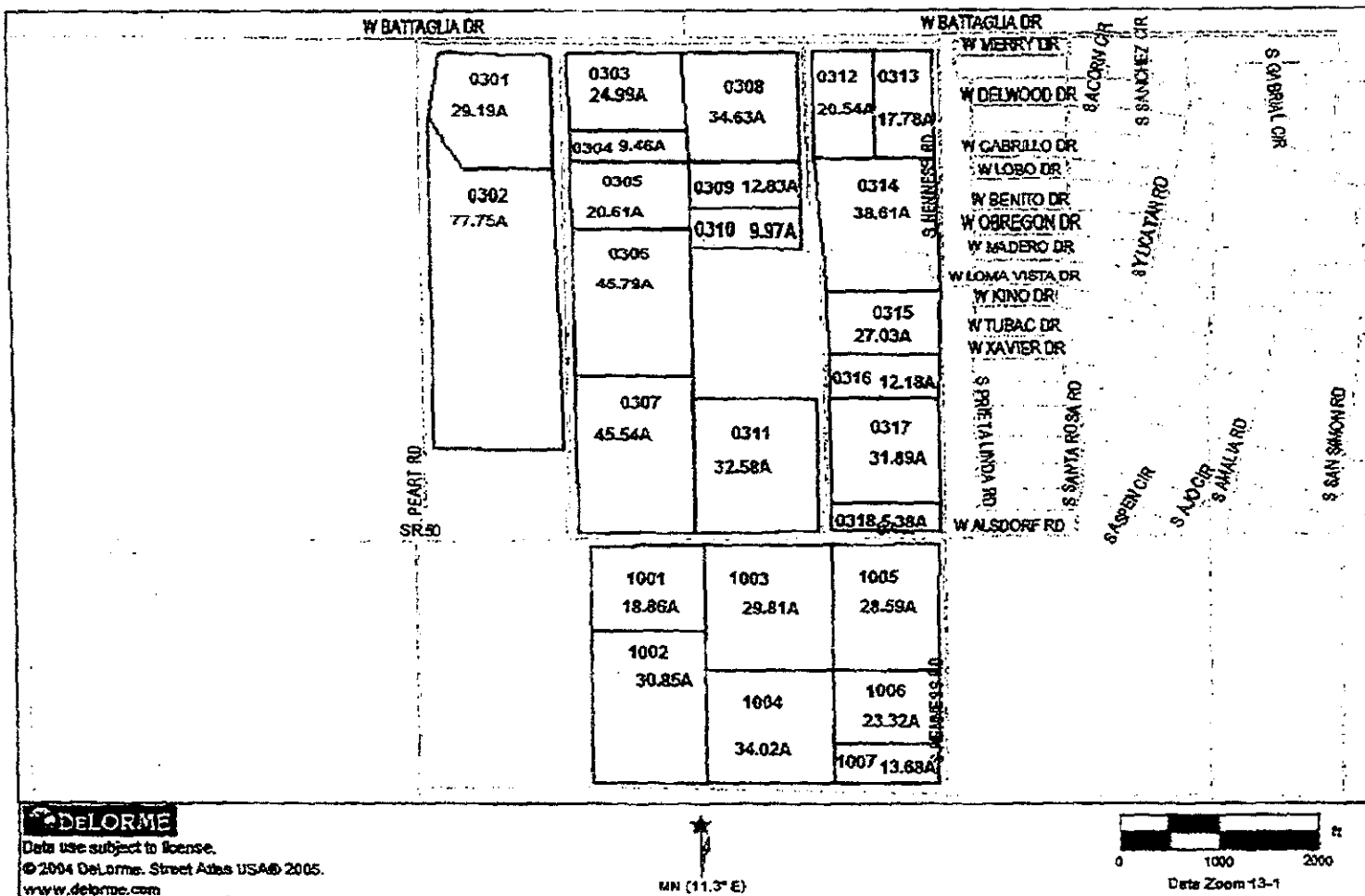
Cotton Patch (Joe Auza Ranches) - 675 Acres indicated as available.

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 indicates on page 2 exhibit D that “ Craig Geyer had a verbal conversation with Joe Auza, 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.

Cotton Patch, PN-07





PINAL COUNTY Assessor Parcel Viewer

+

-

▼

Search APN or Address or

Q

2

Parcels:

Assessor Parcel Number

51144086A

First Owner Name

PVC PROPERTIES

Second Owner Name

Property Address

14424 W ALSDORF RD CASA GRANDE, AZ

85193

Mailing Address

2146 CHANDLER DR

City

TUSTIN

State

CA

Zip

92782

Sub or Condo Name

Property Description

[Zoom to](#)

Township 8 Range 6

Esri, HERE, Garmin | Earthstar Geographics

0.3mi
1.69681



PINAL COUNTY Assessor Parcel Viewer

Map of Pinal County, Arizona

+

-

▼

Search APN or Address or

Q

Township 8 Range 6

Happy Days Park

(2 of 4)

Parcels:

Assessor Parcel Number

51144086A

First Owner Name

PVC PROPERTIES

Second Owner Name

Property Address

14424 W ALSDORF RD CASA GRANDE, AZ

85193

Mailing Address

2146 CHANDLER DR

City

TUSTIN

State

CA

Zip

92782

Sub or Condo Name

Property Description

[Zoom to](#)

Esri, HERE, Garmin | Earthstar Geographics

0.3mi

32.7

ENTITY INFORMATION

Search Date and Time: 12/12/2019 8:08:34 PM

Entity Details

	Entity Name:
PVC PROPERTIES CORPORATION	
	Entity ID:
F07835407	
	Entity Type:
Foreign For-Profit (Business) Corporation	
	Entity Status:
Active	
	Formation Date:
8/12/1996	
	Reason for Status:
In Good Standing	
	Approval Date:
8/12/1996	
	Status Date:
	Original Incorporation Date:
8/12/1996	
	Life Period:
Perpetual	
	Business Type:
Real Estate and Rental and Leasing	
	Last Annual Report Filed:
2020	
	Domicile State:
California	
	Annual Report Due Date:
3/12/2021	

Years Due:

Original Publish Date:

Statutory Agent Information

Name:

PATRICIA WILLERS

Appointed Status:

Active

Attention:

Address:

3190 HIGHWAY 95 OFFICE , BULLHEAD CITY, AZ 86442, USA

Agent Last Updated:

3/5/2019

E-mail:

Attention:

Mailing Address:

3190 HIGHWAY 95 OFFICE , BULLHEAD CITY, AZ 86442, USA

County:

Mohave

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Director	VIVIAN H SHEN		2175 LINDSEY COURT, TUSTIN, CA, 92782, Orange County, USA	9/13/2000	3/5/2019
Director	CATHERINE ZANGRILLI		500 W FAIRMOUNT, STATE COLLEGE, PA, 16801, Centre County, USA	9/13/2000	3/5/2019
Director	PHILIP HU		4926 54TH AVE. S., SEATTLE, WA, 98118, King County, USA	9/13/2000	3/5/2019
Shareholder	PHILIP HU		NOT REQUIRED, NOT REQUIRED, XXXXX	12/31/9999	3/6/2018
Shareholder	CATHERINE ZANGRILLI		NOT REQUIRED, NOT REQUIRED, XXXXX	12/31/9999	3/6/2018

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

Avragro Systems Appeal

Avragro Systems protested the recommendation for IFB DO 200040 Biosolids Removal and Disposal Services on November 21, 2019 because the majority of the land submitted is not available for land application of biosolids. Avragro made a public record request and received Synagro bid documents on November 20 and 22, 2019.

The protest was dismissed by Pima County Procurement on November 21, 2019.

Following is documentation supporting Avragro's appeal:

Burrue! and Burrue! Farms – 1,453 Acres indicated available: The majority of the land is currently planted in alfalfa hay and bermuda grass hay and is not available for biosolids application.

DAVID STAMBAUGH
FARMS

David Stambaugh Farms

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

David Stambaugh Farms – 500 acres indicated available. According to Pinal County assessor website, there is only 134 acres available.



DAVID STAMBAUGH

Search APN or Address or

Parcels:

Assessor Parcel Number

408150010

First Owner Name

STAMBAUGH DAVID G & NIKKI D

Second Owner Name

Property Address

27830 S ELEVEN MILE CORNER RD ELOY,
AZ 85131

Mailing Address

27830 S 11 MILE CORNER RD

City

ELOY

State

AZ

Zip

85131

Sub or Condo Name

Property Description

[Zoom to](#)

45 Acres

89 Acres

TOTAL 134 ACRES

4
L

Triple L Farms 487 Acres indicated available. There is no description of a verbal conversation regarding use of land for the Pima County biosolids removal program as indicated on page 1 of Exhibit D.

A site visit on November 27th 2019 (see attached photos) indicated that a majority of the farm is currently planted to alfalfa (long term crop generally planted and harvested continually over 3 to 7 year time frame). This land is not available for biosolid land application until the alfalfa is rotated out of production.

SYNAGRO
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.

1.	
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 Farm map, public notice, and description of verbal conversation

2.	
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 Description of verbal conversation

3.	
Land Description including acreage	Triple L Farms (AKA Triple P Farms) 487 Acres
Land Address	9490 Burnmgartner 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 Farm map, public notice, and description of verbal conversation







DENALI

J Farms

- Denali falsely reports J Farms has a total of 700 acres available between 2 farms. (Denali's exhibit D)
 - The ADEQ registration form indicates 17 fields (517 acres approximately) located in Sections 10 and 11 Township 4 South Range 8 East.
 - Section 10 is 100% desert and has no cropland.
 - Section 11 is subdivisions and wastewater lagoons.

RPT Farms

- Denali falsely reports 840 acres available
- Denali falsely report landowner is Dale Anderson.
 - Pima Co Assessor maps shows land is owned by Belcara LLC, Eleven Mile Kleck LLLP, and RUC Holdings ULC.

Arlington Farms

- Denali falsely reports Arlington Farms has 2,250 acres is available in 2 separate listings.

Listing 1

- Sections 4,5,7,8,20,21,22,26,27,29 Township 1 South Range 5 West (no maps were included).
 - According to Maricopa County Assessor maps, Sections 4, 5, 8, 20 are all desert land.
 - Section 22 is approximately 90% desert.
 - Section 7 and section 21 are subdivisions.
- Denali indicates land is owned by Gary Gable (Exhibit D).
 - County assessor maps show Cropland portions of Sections 22, 26, 27, and 29 (approximately 400 acres) are owned by Saddle Mountain Ranch LLC
 - Stat agents Bryn Elyse & Roemhildt Gordon

Listing 2

- The second listing includes approximately 600 acres.

The combined acreage from both listings is approximately 1,000 acres which is less than half of the amount falsely reported as available.

All of the land reported in Denali bid is currently only registered for the following generators:

1. City of Mesa, Arizona (2 locations)
2. Los Angeles California County Sanitation District
3. City of Riverside California
4. City of San Bernadino California
5. City of Gilbert, Arizona



October 28, 2019

Pima County Procurement Department
130 W. Congress St, 3rd Floor
Tucson, Arizona 85701

Re: Bid for Biosolids Removal and Disposal Services

Denali Water Solutions (Denali Water) is pleased to respond to Pima County's Invitation for Bids (IFB) for Biosolids Removal and Disposal Services, Solicitation No. IFB-PO-2000040.

Our approach to managing biosolids is unique compared to most other biosolids management companies. All biosolids management sites are susceptible to temporary closures due to inclement weather, regulatory changes or community issues. Instead of being limited to a single site, like most biosolids management companies, we offer a number of different sites in several different counties and location. Companies that only offer one site are vulnerable to road closures due to flooding, fires, earthquakes, etc. This is increasingly important with the predicted El Nino weather pattern taking hold this winter. Also, unlike most other biosolids companies, we have a fleet of company trucks and trailers as well as numerous subcontractor haulers we use. This allows us to meet fluctuations in production or increased distance traveled better than companies that use only company equipment or only subcontractors.

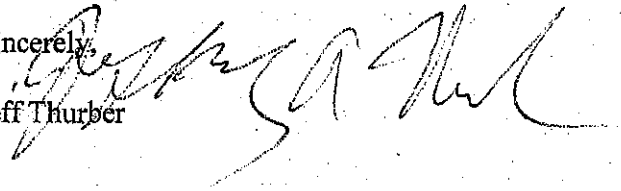
Denali Water has provided transportation, disposal and reuse management services to the Wastewater Treatment Industry for over 24 years. We are the second largest biosolids management in country and operate throughout the United States. We currently transport and manage over 650,000 tons per year of residuals in California and Arizona alone.

Denali Water is one of California's largest biosolids and residual management companies and uses a mix of our own fleet of equipment, and subcontractors to meet daily fluctuations in production. We have extensive experience working with a large number of biosolids generators in California including City of Los Angeles, Los Angeles County Sanitation District, Orange County Sanitation District, City of San Diego, City of San Bernardino, East Bay MUD, City of San Francisco, among many others.

If you have any questions or need any additional information please contact **Jeff Thurber** at (949) 678-3153, or at our office located at 3031 Franklin Ave, Riverside, CA 92507.

Sincerely,

Jeff Thurber

A handwritten signature in black ink, appearing to read "Jeff Thurber", is written over the printed name.

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	<p>Contractor must have a minimum of five (5) years' experience in Biosolids Project Management including:</p> <p>1.1 Land application, composting, landfilling, or incineration of a minimum of 30,000 wet tons of biosolids, annually.</p> <p>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.</p>	<p>YES <input checked="" type="checkbox"/></p> <p>Attached is EXHIBIT B.</p>

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>

UNIT PRICES (Net 30-day Payment Terms)

	Biosolids Management Services: 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.	ESTIMATED ANNUAL REQUIREMENTS	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
ITEM #1	Land Application Of Cake Biosolids: Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications.	77,300	WET TON	\$ 25.99	\$ 2,009,027
ITEM #2	Land Application Of Thickened Biosolids: Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications.	8,000	WET TON	\$ 25.99	\$ 207,920
ITEM #3	Landfill Disposal Of Cake Biosolids: 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	\$ 59.95	\$ 179,850
				GRAND TOTAL:	\$ 2,396,797

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) -

		<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"> • County reserves the right to approve or reject any Plan of Operation. • Plan of Operation must be deemed acceptable by County prior to award of any contract. 	
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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)

	Biosolids Management Services: 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.	ESTIMATED ANNUAL REQUIREMENTS	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
ITEM #1	Land Application Of Cake Biosolids: Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications.	77,300	WET TON	\$ 25.99	\$ 2,009,027
ITEM #2	Land Application Of Thickened Biosolids: Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications.	8,000	WET TON	\$ 25.99	\$ 207,920
ITEM #3	Landfill Disposal Of Cake Biosolids: 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	\$ 59.95	\$ 179,850
GRAND TOTAL:					\$ 2,396,797

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/xq-tables/ro9xq01.htm#ro9xq01cpi.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	10/21/19				

The remainder of this page is intentionally left blank.

BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Denali Water Solutions, LLC

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: 3031 Franklin Ave

CITY/STATE/ZIP: Riverside, CA 92507

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: Jeff Thurber, General Manager

PHONE: 949-678-3153 **FAX:** 714-799-0140

CONTACT PERSON EMAIL ADDRESS: jeff.thurber@denaliwater.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: jeff.thurber@denaliwater.com

CORPORATE HEADQUARTERS ADDRESS: 3308 Bernice Ave, Russellville, AR 72802

WEBSITE: www.denaliwater.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:** 10/29/19

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 949-678-3153, jeff.thurber@denaliwater.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 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	Los Angeles County Sanitation District	<input type="checkbox"/> Land application of Dry Biosolids
City/State	Carson, California	Annual Quantity _____
Contact Name	Matt Bao	<input checked="" type="checkbox"/> Managing (loading, hauling, transporting) Wet Tons of Biosolids
Contact email/Phone	mbao@lacsds.org / 562-699-7411	Annual Quantity: <u>45,000</u>
Describe other services provided if Beneficial Use of Biosolids was utilized		
Daily Biosolids hauling and land application		

Client 2		Service(s) Provided
Company's Name	City of Los Angeles	<input type="checkbox"/> Land application of Dry Biosolids
City/State	Los Angeles, CA	Annual Quantity _____
Contact Name	Alan Tran	<input checked="" type="checkbox"/> Managing (loading, hauling, transporting) Wet Tons of Biosolids
Contact email/Phone	310-648-5319	Annual Quantity: <u>60,000</u>
Describe other services provided for the Beneficial Use Biosolids was utilized		
Daily Biosolids hauling, land application, and management		

Client 3		Service(s) Provided
Company's Name	City of Mesa	<input type="checkbox"/> Land application of Dry Biosolids
City/State	Mesa, Arizona	Annual Quantity _____
Contact Name	Ronny Lopez	<input checked="" type="checkbox"/> Managing (loading, hauling, transporting) Wet Tons of Biosolids
Contact email/Phone	ronald.lopez@mesaaz.gov	Annual Quantity: <u>25,000</u>
Describe other services provided for the Beneficial Use Biosolids was utilized		
Daily biosolids hauling and land application		

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
Notice of Violation	9/25/18	Documents were not submitted within time frame provided. Document were provided as stated in NOV.	Resolved
Notice of Violation	2/6/19	NOV provided areas of concern by the regulatory agency. We addressed their concerns in a response letter and the agency has not issued a final ruling.	Pending

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.

1.	
Land Description including acreage	Two Farms totalling 700 acres operated by the same farmer in the Coolidge, AZ area J Farms
Land Address	Coolidge, Arizona
Land Owner	Jaime Shaw
Attached are the following document(s)	<input checked="" 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 type="checkbox"/> Other – Specify _____

2.	
Land Description including acreage	Farm totalling 840 acres operated by farmer RPT Farms
Land Address	Coolidge, Arizona
Land Owner	Dale Andersen
Attached are the following document(s)	<input checked="" type="checkbox"/> DEQ request to register land for biosolids application <input checked="" type="checkbox"/> DEQ land registration document <input checked="" type="checkbox"/> Land owner consent to use land for biosolids application <input type="checkbox"/> Other – Specify _____

3.	
Land Description including acreage	Two farms totalling 2,250 acres farmed by the same farmer Arlington Farms
Land Address	Arlington, Arizona
Land Owner	Gary Gable
Attached are the following document(s)	<input checked="" 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 type="checkbox"/> Other – Specify _____

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.

[illegible]

EXHIBIT F - Performance Bond Capability (Example)

KNOW ALL MEN BY THESE PRESENTS THAT: Denali Water Solutions LLC
(hereinafter "Principal"), as Principal, and Berkley Insurance Company
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Delaware, with
its principal offices in the City of Greenwich, holding a certificate of authority to transact surety business in
Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1.
Said Principal meets the requirements for issuance of Performance Bond and in the event said Principal is awarded a
contract pursuant to Solicitation No. IFB-PO-2000040, Title: Biosolids Removal And Disposal Services.
The terms of Solicitation No. IFB-PO-2000040, Title: Biosolids Removal And Disposal Services requires a
performance bond in the sum of \$[Three Million Dollars and 00/100 \$3,000,000.00 (the total of all groups being bid)] for
Biosolids Removal And Disposal Services.

Berkley Insurance Company

Surety

By: William T. Krumm, Attorney-in-Fact

SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

State of Illinois

County of Cook

I, Jodie Sellers, Notary Public, do hereby certify that William T. Krumm Attorney-in-Fact, of Berkley Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of Berkley Insurance Company for the uses and purposes therein set forth.

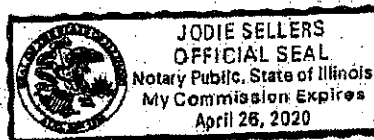
Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 29th day of October, 2019.


Notary Public

Jodie Sellers

My Commission expires:

04/26/2020



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *William T. Krumm; Michael R. Pesch; Jodie Sellers; Sharon A. Foulk; or Jon Schroeder of Arthur J. Gallagher Risk Management Services of Rolling Meadows, IL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14th day of FEBRUARY, 2019.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman

Jeffrey M. Hafter

Executive Vice President & Secretary

Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 14th day of FEBRUARY, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded, and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 14th day of FEBRUARY, 2019.

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

Pima County, Arizona

The Arizona Biosolids Management Plan below is Denali Water Solutions, LLC (Denali Water) Plan of Operation to haul and manage Pima County's biosolids. In Arizona, Denali Water Solutions' land application company name is Solid Solutions.

Denali Water has the equipment in our fleet to start hauling and management with a week's notice. Adding Pima County's biosolids to our farm site's ADEQ registrations take up to two weeks to complete.

ARIZONA BIOSOLIDS MANAGEMENT PLAN

1. Introduction

Solid Solutions, LLC, a Denali Water Solutions company, (Solid Solutions) land applies biosolids to agriculture land for use as a fertilizer/soil amendment in Arizona. This Biosolids Management Plan has been written to document the procedures Solid Solutions follows for the transportation, and beneficial use of plant nutrients, micronutrients, and organic matter present in biosolids to grow feed crops in accordance with federal and Arizona regulations.

A. General Information

Biosolids are the solids obtained during the process of municipal wastewater treatment that are further processed to reduce the content of pathogen microorganisms. Biosolids are a good source of organic matter, nitrogen, phosphorus, and micronutrients for plants. These materials are beneficial to agriculture, silviculture, horticulture, and land reclamation activities because they improve soil productivity.

Land application of biosolids has many benefits to society and farmers:

- Provides a safe and productive end-use for biosolids, a material that is produced by everyone
- Improves the content of badly needed organic matter in soils
- Returns the nutrients to the land taken up by food crops
- Reduces the use of chemical fertilizers that tend to leach plant nutrients into local ground waters

This plan describes the biosolids operations in a manner that maximizes its agricultural effectiveness and reduces its nuisance effects, describes the biosolids characteristics and monitoring program to assure compliance with federal, state, and local requirements, as well as identifies the communication channels open to interested parties that are being used to improve the operation.

B. Summary of Operations

Solid Solutions receives dewatered Class A and Class B¹ biosolids from municipal wastewater treatment plants and transports them to farms in Arizona, as well as several landfills. Once at the farm, the biosolids are land applied in accordance to local ordinances or regulations. This end-use site is specifically permitted for this use. Mostly feed and fiber crops are grown using biosolids in these locations. Inspections of the sites are done with or without any notice by the generators, health officers, regulators, contractors, and auditors that verify that this plan is being followed. Biosolids are regulated through the Code of Federal Regulations, Section 40, Part 503 (40 CFR 503) which sets minimum standards that must be met before the material can be land applied.

2. Biosolids

A. General Characteristics

Solid Solutions accepts biosolids from numerous wastewater treatment plants. Most of these generators process their biosolids through anaerobic digestion followed by dewatering. The consistency of the material varies from that of a paste with a moisture content that varies between 20 and 30% solids to dry soil like material. Biosolids contain large amounts of organic matter to which are bound plant nutrients, such as nitrogen and phosphorous, as well as plant micronutrients, such as copper and selenium. Biosolids, on an average dry basis, show a plant fertilizer value of 4.5 - 2.5 - <1 Nitrogen-Phosphorous-Potassium or NPK.

According to the California Water Resources Control Board's General Waste Discharge Requirements for the Discharge of Biosolids to Land For Use as a Soil Amendment, the benefits derived from biosolids used as a soil amendment are as follows:

¹ **Class B Biosolids:** are the solids processed at the municipal wastewater treatment plants to a level that will sufficiently protect human health and the environment from pathogenic microorganisms by setting stringent management controls, such as the type of allowable crops, 30-day public and animal restrictions, thorough reporting and recordkeeping, among others. These restrictions were contemplated by the 40CFR 503 Rule as meeting Class A standards shortly after land application and incorporation. The appearance and nuisance factors depend on the type of process used to achieve the destruction of volatile solids and pathogens in biosolids.

Class A Biosolids: are the solids processed at or outside municipal wastewater treatment plants to meet the most stringent level of pathogen control set by the 40 CFR 503 Rule (e.g. soil amendments sold in stores) before land application and are expected not being subject to further scrutiny if the pathogen and trace elements testing satisfies the provisions therein. The appearance and nuisance factors of the final product depend on the type of process used to achieve the destruction of pathogens.

- a. Nitrogen is a basic nutrient for plant growth. In biosolids, nitrogen is present as ammonia, nitrates, and organic nitrogen at concentrations from 2 to 10% by weight on a dry weight basis. The ammonia and nitrate forms of nitrogen are readily available for plant usage. Organic nitrogen is released slowly (mineralized) over many months, providing a continuous supply of nitrogen for crops and minimizing the potential for movement of nitrogen to the ground water. Total nitrogen available to the plant at any given time is less than the total of these mineral forms due to the dynamic cycling of nitrogen in the soil.
- b. Phosphorus is a basic nutrient for plant growth and is present in biosolids. Phosphorous tends to bind to soil particles, especially clays, which prevent it from migrating from the point of application.
- c. Micronutrients, such as copper, iron, manganese, molybdenum, and zinc are necessary for plant growth and are also present in biosolids.
- d. The addition of organic matter to soils enhances soil structure, increases water retention capability, promotes soil aeration and aggregation, and reduces bulk density. Soil porosity can be lost at sites under continuous cultivation and are critical in maintaining the necessary aerobic environment within the plant root zone. Additional water retention can reduce the need for frequent water applications and can facilitate water conservation.
- f. Lime, in the form of calcium oxide, can be used to treat biosolids by raising its pH. Liming agents can improve the permeability of the soils. Higher pH soils have a greater propensity to bind most heavy metals, decreasing even more the chance of metal migration.

The agricultural use of biosolids as proposed is environmentally safe. The U. S. Environmental Protection Agency (USEPA) has promulgated 40 CFR Part 503 for the use of biosolids as a soil amendment. These regulations establish ceiling concentrations for metals, pathogen and vector attraction reduction standards; management criteria for the protection of water quality and public health; and annual and cumulative discharge limitations of persistent pollutants, such as heavy metals, to land for the protection of livestock, crop, and human health and water quality. The requirements of 40 CFR Part 503 are based on a risk-based evaluation using the worse case scenario under 14 different pathways.

B. Land Application Rates

Application rates are based on the crop nitrogen requirement expressed in milligrams of Nitrogen per kilogram. Nitrogen content in biosolids is determined from the average shown in the generator's reports provided monthly, or biosolids tests procured by the Company. Each crop has a specific nutrient requirement

determined in the literature (e.g. Western Fertilizer Handbook). Biosolids is applied to a site in enough quantity in order to fulfill this need, also known as agronomic rate. Table 1 summarizes examples of plant nutrient requirements for the common crops.

Crop	Yield (tons)	Application Rate (lb/acre)		
		N	P	K
Sorghum-Sudan	8.0	325	125	475
Barley	2.5	160	60	160
Wheat	3.0	175	70	200
Alfalfa	10.0	600	120	600

Source: Western Fertilizer Handbook, 8th Ed. 1995

a. Crop Application Rate

The application rate for each particular site is first estimated from the site area, the crop to be planted, and the average nutrient in biosolids. The results of the biosolids from different sources and a projection of the quantities of biosolids loads that are expected from each source are factored into the rate calculation. This estimate is provided to the field application foreman.

The primary factors used to calculate the application rate are the solids and nitrogen content of the biosolids, the nitrogen mineralization and volatilization rates, and the nitrogen needs for the crop to be planted (also known as "plant available nitrogen" or PAN). Application rates for crops subsequent to the first crop application may be reduced by the amount of nitrogen carryover when biosolids are applied to the same field in successive cropping seasons.

Solid Solutions integrates the process of determining target application rates and nutrient loading limits with the computerized tracking system. The site manager determines planned after consultation with the farm manager. The site manager determines the desired nitrogen and other nutrient levels utilizing agricultural literature, soil and crop analyses, crop yield, and standard agronomic tables. This data is inputted into an electronic calculation table for a determination of the appropriate biosolids application rate required in order to reach the desired soil fertility levels. The system utilizes current biosolids analysis data to compute the target application rate needed to meet the fertility goals while maintaining a safe level of trace metals loading following an algorithm based on the ADEQ and 40 CFR 503 regulations.

Nitrogen has the potential of leaching if available in amounts greater than crop uptake. Biosolids application rates are determined by the crop's nitrogen requirement. From the nutrient analysis the pounds of plant available nitrogen (PAN) is determined. Pounds of (PAN) are calculated from the following formula:

$$\text{PAN/dry ton} = [(\text{NO}_3^-) + (\text{NH}_3) 0.5 + (\text{Organic N}) 0.2] 0.002$$

where NO_3^- , NH_3 , and Organic N are expressed in parts per million. This calculation assumes 50% of ammonia (NH_3) volatilizes and 20% of organic mineralizes as available nitrogen. Site specific ammonia volatilization and organic mineralization rates may be used with the recommendation of an agronomy professional.

Table 5. Estimated Mineralization Rates (K_{\min}) for Different Sewage Sludges (Adapted From Sommers et al, 1981)

Time After Sewage Sludge Application (Years)	Fraction (K_{\min})* of Organic N Mineralized From the Following Sludges:			
	Unstabilized Primary and Waste	Aerobically Digested	Anaerobically Digested	Composted
0-1	0.40	0.30	0.20	0.10
1-2	0.20	0.15	0.10	0.05
2-3	0.10	0.08	0.05	-
3-4	0.50	0.04	-	-

* Fraction of the sludge organic N (Org-N) initially applied, or remaining in the soil, that will be mineralized during the time interval shown. K_{\min} values are provided as examples only and may be quite different for different sewage sludges, soils, and climates. Therefore, site-specific data, or the best judgement of individuals familiar with N dynamics in the soil-plant system, should always be used in preference to these suggested K_{\min} values.

† Once the mineralization rate becomes less than 3% (i.e., 0.03), no net gain of PAN above that normally obtained from the mineralization of soil organic matter is expected. Therefore, additional credits for residual sludge N do not need to be calculated.

Using the PAN per dry ton and the percent solids of the biosolids, the PAN per wet ton is determined using the following calculation:

$$\text{PAN/dry ton} \times \text{percent solids}/100 = \text{PAN/wet ton}$$

The PAN per wet ton is used to determine the application rate of biosolids per acre using the crop's nitrogen requirement.

All biosolids used for this land application program are analyzed and certified by the wastewater treatment plant (WWTP) at a frequency detailed in 40 CFR Part 503.16. These results are reviewed by Solids Solutions and submitted to the Arizona Department of Environmental Quality (ADEQ) for approval before the land application of the biosolids begins. For biosolids to be land applied as a soil amendment, the following standards are to be met:

- A. Biosolids must meet the Class B pathogen reduction standards listed in 40 CFR Part 503.32.
- B. Biosolids must meet vector attraction reduction standards listed in 40 CFR Part 503.33.
- C. Biosolids must have concentrations that do not exceed the ceiling concentrations shown in Table 2

Table 2 - Ceiling Pollutant Concentrations

Constituent	Ceiling concentration (mg/kg dry weight)
Arsenic	75
Cadmium	85
Chromium	3,000
Copper	4,300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
Selenium	100
Zinc	7,500

The 40 CFR Part 503 also sets more stringent metal limits for biosolids, which requires no cumulative metal tracking. Most biosolids applied in Arizona are below these more stringent limits listed in Table 3.

Table 3 – Exceptional Quality Pollutant Concentrations

Pollutant	Monthly Average Concentration (mg/kg dry weight)
Arsenic	41
Cadmium	39
Copper	1,500
Lead	300
Mercury	17
Nickel	420
Selenium	100
Zinc	2,800

Any class B biosolids will not be applied to a site on which the annual pollutant loading rates set in Table 4 are exceeded.

Table 4 – Maximum Annual Pollutant Loading Rates

Pollutant	Loading Rate (kg/hectare)
Arsenic	2.0