AGENDA
ITEM

19

AGENDA STAFF REPORT

DATE: June 21, 2016

TO: Mayor and City Council

APPROVED BY: Nick Fenley, Interim City Manager

PREPARED BY: Nick Fenley, Interim City Manager

SUBJECT: Award Request for Proposal from AG Tech, LLC and Authorize Interim City Manager to Sign Agreement between the City of Calexico and AG Tech, LLC. for the Removal of Biosolids for the Wastewater Treatment Plant

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Recommendation:

It is recommended that the City Council of the City of Calexico authorize the following:

1. Award Request for Proposal from AG Tech, LLC for the Removal of Biosolids for the Wastewater Treatment Plant.

2. Authorize Interim City Manager to sign agreement between the City of Calexico and AG Tech, LLC for the Removal of Biosolids for the Wastewater Treatment Plant.

Background:

On May 17, 2016, the Public Works Department requested proposals for the removal of biosolids generated and stored at the Calexico Wastewater Treatment Plant, located at 298 W. Second Street, Calexico, California. Approximately 3,500 tons of biosolids are removed per year.

Discussion & Analysis:

On June 2, 2016, the Office of the City Clerk received two (2) proposals from the following companies:

Companies	Price Per Ton
1. AG Tech, LLC	$28.85
2. Lucky Recycling Group	$59.55

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After carefully reviewing all proposals, Public Works Staff has found that AG Tech, LLC. meets all required guidelines and are the lowest responsible bidder. For this reason, Public Works Staff is requesting City Council award the proposal and authorize Interim City Manager to sign an agreement with AG Tech, LLC.

Fiscal Impact:

Estimated cost $100,975.00 per year

Coordinated With:

Public Works Department.

Attachment(s):

1. Request for Proposals for the Removal of Biosolids at Wastewater Treatment Plant.
2. AG Tech, LLC Proposal
3. AG Tech, LLC Agreement
4. Lucky Recycling Group Proposal

CITY OF CALEXICO

Request for Proposals
For
Removal of Biosolids
At
Wastewater Treatment Plant

Office of the City Manager
Public Works Division
608 Heber Avenue
Calexico, California 92231
760/768-2110
760/357-3831Fax
www.calexico.ca.gov

CITY OF CALEXICO
OFFICE OF THE CITY MANAGER
PUBLIC WORKS DIVISION

NOTICE REQUESTING PROPOSALS

The City of Calexico is requesting proposals for the removal of biosolids generated and stored at the Calexico Wastewater Treatment Plant, located at 298 W. Second Street, Calexico, California.

Additional information may be obtained by contacting:

Jose A. Lopez, WWTP Chief Plant Operator
Wastewater Treatment Plant
City of Calexico
298 W. Second Street
Calexico, CA 92231
(760) 768-2167
jlopez@calexico.ca.gov

All proposals must be submitted before 2:00 p.m. on Thursday, June 2, 2016, to the following location:

City of Calexico
Office of the City Clerk
608 Heber Ave.
Calexico, CA 92231-2840

Note: Please mark envelope "REMOVAL OF BIOSOLIDS." Late, emailed or faxed proposals will not be considered.

Copies of the Request for Proposal can be obtained at the Office of the City Manager, City of Calexico, City Hall, 608 Heber Avenue, Calexico, California 92231 or by visiting the City of Calexico website at www.calexico.ca.gov.

Selected firm will be required to obtain a City of Calexico Business License once proposal is awarded.

If you have any questions or require additional information, please do not hesitate to contact the Office of the City Manager at 760/768-2110.

Nick Fenley, Interim City Manager
City of Calexico

City of Calexico
Office of the City Manager
Public Works Division

Terms and Conditions

Biosolids Removal, Transport and Reuse

1. Proposals must be submitted in a sealed envelope showing on the outside the name of the bidder, bid title, and date of opening. Late, emailed or faxed proposals will not be considered.

2. Proposals submitted may be withdrawn by the written request before the time set for the opening. After that time proposals may not withdrawn by the bidder for a period of sixty (60) days and at no time in the case of the successful bidder.

3. Proposal to list the name of license contractor that will be hauling the Biosolids. Names of contact persons involved with proposal and actual hauling. Location of where sludge will be disposed of. Statement setting forth Contractor experience with this type of work. List of five different agencies Contractor has done similar work and/or is currently hauling sludge from. Estimate of the overall time that it will require completing the project. Price per ton for removal, transportation and final disposal of biosolids.

4. The scope of work covered under this proposal is the removal, transportation and final disposal of biosolids stored at the Calexico Wastewater Treatment Plant. Successful bidder to provide all equipment and personnel to load, transport and dispose of biosolids.

5. The right is reserved to reject any or all proposals and to waive any informality or technical defects in a proposal.

6. Bidder's signed proposal and written acceptance by the City of Calexico shall be in the form of Contractor's standard agreement.

7. Submission of a signed proposal will be interpreted to mean that the bidder has agreed to all the terms and conditions set forth in all of the sheets, which make up this invitation.

8. Where applicable, the quote by bidder in his/her proposal shall include sales or use tax levied by the California Revenue and Taxation Code, and shall exclude Federal Excise taxes pursuant to the exemption of political subdivisions in the Revenue Act of 1935 or other acts of Congress.

9. The decision of the City will be final.

10. Biosolids have been treated by Anaerobic digestion and air-drying, and meet class B standards.

11. Estimated quantity of processed Biosolids of approximately 3,500 metric tons.

12. All proposed Biosolids reused or disposal options must conform to 40 CFR Part 503 STANDARDS FOR THE USE OR DISPOSAL OF SEWAGE SLUDGE and all other applicable Federal, State and local guidelines.

13. The City may conduct inspections of the Biosolids transport operation, reuse and/or final destination site of the Biosolids removed from the City during the duration of and/or following completion of the contract.

14. Biosolids removal to be completed in ongoing manner.

15. INSURANCE: Contractors performing work shall carry and maintain Motor Vehicle Public Liability and Property Damage Insurance on each automobile, truck or other vehicle used in performance of this work. Bodily injury and property damage coverage shall be for no less than $1,000,000.00 combined single limit for each occurrence and aggregate. Contractor performing work shall also carry General Liability Insurance in the amount of $1,000,000.00. Certificates of insurance shall be provided to the City prior to the start of work, and shall include proof of required Worker's Compensation insurance. Consultant shall maintain prior to the beginning of and for the duration of this Agreement, insurance coverage as specified in Exhibit "C" attached to and part of this agreement.

16. The Contractor and Sub-Contractor shall have a business license issued by the City prior to commencing work.

17. Payment/Performance Bonds. The contractor shall pay all claims for labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the Work. The contractor shall maintain a list of all subcontractors, suppliers and service providers performing, furnishing or procuring labor, services, materials plans or specifications under the Contract. Provided the Contract Price is less than $25,000, no payment or performance bond will be required; however the City of Calexico shall be authorized to make direct payment to subcontractors or to pay the contractor and any subcontractors with checks that are made payable to the contractor and to one or more subcontractors. In the event the Contract Price shall exceed $25,000, payment and performance bonds shall be provided as required by law.

18. Payment: Per agreement.

19. Any question(s) should be directed to:

Jose A. Lopez, WWTP Chief Plant Operator
Site address: 298 W. Second Street, Calexico, CA
(760) 768-2167
Mailing: 608 Heber Ave., Calexico, CA, Calexico, CA 92231-2840

EXHIBIT "A"

SPECIAL PROVISIONS
HAULING AND BENEFICIAL REUSE OF BIOSOLIDS

1 IMPLEMENTATION SCHEDULE.

Contractor will haul biosolids currently stockpiled at the WWTP for reuse in the State of Arizona and if permitted, in Imperial County, California. Contractor will schedule hauling within thirty (30) days of receiving a notice to proceed, and copies of the City's Title 22 CAM analysis and Class B Pathogen Reduction Certification.

2 LOADING SCHEDULE.

Normally, sludge shall be loaded between hours of 7:00 a.m. and 2:00 p.m., Monday through Friday, excluding City-observed holidays. At the direction of the Chief Plant Operator, the loading times may be altered. If the Chief Plant Operator is unable to accommodate any loading operations, he shall provide a minimum of eight (8) hours notice to Contractor. As much notice as possible shall be given to Contractor if changes in the normal loading times are necessary. Normally, once loading of equipment has begun, sludge shall be loaded continually until the work is completed.

The times allowed for sludge hauling and disposal are subject to variation in accordance with the laws, regulations and requirements of State and local government organizations and the City. These hauling and disposal times may be limited to seven (7) hours per day or less. Contractor is responsible to be aware of the current restrictions and of the possibility of additional restrictions in the future. Loading shall not be done on holidays observed by the City.

3 SPILLAGE AND FACILITY UPKEEP.

Contractor shall keep the work area free of safety hazards and debris at the WWTP. Contractor shall be responsible for the immediate cleanup of any spillage or leakage of oil or sludge at the WWTP, or while in transit. No sludge shall be dumped from the vehicle while at the WWTP. Adjustments to loads to correct overloaded conditions are acceptable. In case of spillage, Contractor shall immediately notify the Chief Plant Operator at (760) 768-2167 and tell the person taking the message that the information must be passed on to the Chief Plant Operator immediately; in addition to the notification requirements of his permits. If Contractor is unable to contact the WWTP, he/she shall call the WWTP Standby Operator at (760) 457-6764 or the Calexico Public Works Department at (760) 768-2110 for assistance in contacting the WWTP. Information to be provided shall include the location of the spill, approximate quantities, all notifications made, problems caused by the spill and the action taken for clean up. The City shall deduct from monies due, or to become due to Contractor, any expense incurred by the City as a result of Contractor failing to correct any safety hazard or failure to promptly and completely clean up any spill or leakage, or remove any debris which in the opinion of the Chief Plant Operator has resulted from Contractor operations.

4 DISPOSAL SITES AND STORAGE FACILITIES.

The sludge hauled under this Agreement, shall be stored and/or disposed of at Contractor's permitted site(s).

(a) Contractor shall submit to the Chief Plant Operator prior to

Commencing work under this Agreement, complete copies of all permits representing an inventory of permitted disposal sites, available for immediate use at the commencement date of this Agreement, which can accept the biosolids currently stored at the facility.

Complete copies of all permits shall include, but are not limited to, all applicable reference papers showing the location, size, permitted loading rate, and proposed haul route for all permitted disposal sites as well as any documents submitted to the Sate or other regulatory body to obtain such permits. In the event that a disposal site is also permitted for receipt of sludge from plants other than the City's facility, Contractor shall so indicate and advise how much of the capacity, in dry tons, at that site has been allocated for the City's sludge.

It is required that these designated permitted disposal sites be available for use at the commencement and thereafter for the performance of this Agreement. However, if at any time, Contractor should wish to substitute different permitted sites for the inventory of permitted disposal sites previously submitted and during the performance of the Agreement, or if for any reason the capacity, in dry tons, allocated for the City's sludge becomes unavailable, Contractor shall submit a new inventory of the substitute permitted disposal sites to the Chief Operator together with complete copies (as defined above) of such permits for approval for immediate use under this Agreement.

(b) Storage of sludge shall not be permitted without the express written approval of the City.

Thereafter, Contractor must continually maintain fully constructed permitted storage facility (ies) ready for immediate use to accommodate the intended yearly amount of sludge dedicated to the storage of the Calexico WWTP sludge during the full term of this Agreement. Complete copies of additional permits necessary to maintain this storage capacity shall be submitted by Contractor to the Chief Operator within five (5) days after receipt by Contractor. Complete copies of all permits shall include, but are not limited to, all applicable reference papers showing the location, size, permitted capacity in dry tons, and proposed haul route for all permitted storage facilities as well as any documents submitted to the State or other regulatory body to obtain such permits.

(c) Contractor shall submit to the Chief Plant Operator prior to commencing work under this Agreement all haul route permits required for utilizing any proposed disposal site of storage facility at the commencement date of this Agreement.

Proposed haul route(s) with all necessary regulatory approvals for each subsequent disposal site, storage facility and/or alternative facility obtained to maintain the capacities required in this Agreement shall be submitted by Contractor seven (7) days prior to use. The sludge disposal and storage capacities of the permits required in this Agreement may not be offered or committed to other sludge disposal or storage programs. The intent of the preceding sentence is to ensure that Contractor reserves enough capacity to dispose of or store the sludge quantities required under this Agreement.

In addition, Contractor shall:

(I) Monitor all disposal sites in accordance with applicable permits and will forward a copy of any and all reports to the Chief Plant Operator at the same time reports are forwarded to the appropriate agencies in accordance with permits.

(II) Maintain a daily record on site of City review, showing compliance with all parameters of applicable permits, regulations, and agreements.

(III) Assure that the City or its representatives shall be afforded the right of access to all disposal sites, or other facilities used in fulfilling this Agreement.

(IV) Forward a complete copy of each disposal site permit to the Chief Plant Operator within five (5) days after receipt by Contractor. In the event that a site is also permitted for receipt of sludge from facilities other than the City's, Contractor shall indicate which treatment plants and advise how much of the capacity, in dry tons, has been allocated to the Calexico WWTP's sludge.

(V) Not store sludge in excess of the permitted disposal capacity available to Contractor.

(VI) Follow all Federal and State regulations for disposal of sludge in 100-year floodplain.

(VII) Provide sufficient water and adequate pressure, at the disposal site and other facilities for the proper cleaning of the sludge vehicles. Contractor shall take the necessary steps to ensure that there is not a buildup of sludge in or on the vehicles that could cause odors at the WWTP or along the haul route.

(VIII) Keep roads cleared of air dust and all dirt tracked by any equipment used to fulfill this Agreement.

5 SLUDGE ACCEPTABILITY.

Sludge from the Calexico WWTP shall be suitable for land application under the Federal Sewage Sludge Management Regulations No. 503, and any applicable State of California and Arizona Regulations. If sludge becomes unacceptable for land application as set forth in the above regulations, Contractor shall not be required to dispose of such sludge.

6 COMPLIANCE WITH APPLICABLE LAW, PERMITS AND ORDINANCES.

Contractor shall conform to any and all applicable Federal, State, County and City laws, permits, regulations, ordinances and directives governing the hauling and disposal of sludge.

7 WORK PLAN.

Contractor shall submit to the Chief Plant Operator a weekly written schedule of anticipated work locations for each week. This work plant shall be submitted at least ten (10) days prior to the beginning of the month and is subject to the Chief Plant Operator acceptance. The Chief Plant Operator shall be verbally notified of any changes from this schedule prior to the commencement of work and any changes are also subject to the Chief Operator's acceptance.

8 USE OF FACILITIES/UTILITIES.

Contractor shall keep all of its operations at the Calexico WWTP separate from the Calexico WWTP operations. Contractor shall not be allowed to use any of the City's telephones at the Calexico WWTP. Contractor shall not be allowed to use other City utilities, unless the Chief Plant Operator approves it in advance. Furthermore, Contractor shall not utilize any space or equipment without prior approval of the Chief Plant Operator.

9 REPORTS.

Contractor shall monitor all disposal sites and storage facilities as described herein and shall report their findings to the appropriate governmental agencies. Copies of these monthly monitoring reports shall be given to the Chief Plant Operator. Copies of any analysis completed by Contractor on the sludge and the surface water/groundwater surrounding the disposal sites and storage facilities, as required by State permits, shall also be provided to the Chief Plant Operator within five (5) days of its submission to the State.

Contractor shall also provide the Chief Plant Operator with a monthly status report of its progress in acquiring any additional disposal sites and storage facilities when they become necessary for maintaining the inventories required for the continued performance and requirements of this Agreement. This report shall indicate all permitted disposal sites available and showing tax map references, parcel numbers, the proposed haul route and capacity in dry tons. The report shall be submitted by the tenth 10^{th} day of each month for the preceding month.

10 INSPECTION.

Contractor shall assure the City of its representative(s)' access to the disposal site(s) and storage facilities, etc, on a daily basis for the purpose of inspecting the overall operations and performing test as required.

11 PRICING.

Contractor will provide the above described services for the fee described in the proposal submitted. Any chemicals such as lime required by Contractor disposal permit, shall be furnished and added by Contractor at no cost whatsoever or in any way to the City. The unit price shall be all-inclusive and shall constitute the sole basis for computing the payment amount to Contractor. Except as otherwise provided herein, no additional compensation above the unit prices shall be paid for any variation in quantities, or for any changes in the Processing/Loading schedule.

12 SAMPLE SLUDGE ANALYSIS.

Prior to hauling, the City of Calexico will provide an independent laboratory analysis of the sludge to be hauled and disposed of under this Agreement from the WWTP. Questions regarding the sampling method, chain of custody, parameters tested, or test results may be directed to the Chief Operator.

13 FAILURE TO PERFORM.

Should Contractor fail to perform as indicated herein, the City reserves the right to procure the required services elsewhere at its discretion, either temporarily or permanently, and to either suspend or cancel all or part of the Agreement. Should such action be taken, Contractor shall be responsible for all excess costs incurred by the City. In addition, should Contractor fail to perform as indicated herein, a charge may be assessed against Contractor for any additional costs suffered by the City.

14 WEIGHTS AND BILLING.

Contractor will provide a weight ticket for each load hauled. These tickets will be used for billing the City. Contractor will also prepare a load record for each load hauled, indicating time, equipment numbers, and other pertinent information. Contractor will submit an invoice on a monthly basis after hauling is completed, supported by load record and weight tickets.

AGREEMENT BETWEEN THE CITY OF CALEXICO AND CONTRACTOR FOR WASTEWATER TREATMENT PLANT HAULING AND BENEFICIAL REUSE OF BIOSOLIDS

THIS AGREEMENT, is entered into and effective as of the _____ day of _____, 2016, by the **CITY OF CALEXICO, CALIFORNIA, municipal government** (hereinafter referred to as "City"), and _____, Contractor (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City is in need of services to assist with the hauling and disposal of anaerobically digested dewatered municipal sludge from the Calexico Wastewater Treatment Plant (hereinafter referred to as "WWTP") located at 298 W. Second Street, Calexico, California, and to provide labor and management for such service; and

WHEREAS, the City has found and determined that the most practical and financially responsible method for providing such service is through the utilization of an independent contractor; and

WHEREAS, the City has determined that Contractor is experienced and qualified to provide reliable, timely and environmentally sound Biosolids disposal services described herein; and

WHEREAS, the City finds that entering into this Agreement is in the best interest of the City of Calexico, California.

NOW, THEREFORE, the parties agree as follows:

1. That the above and foregoing is true and correct and agreed upon.

2. **DUTIES OF CONTRACTOR.** Contractor shall provide the following services:

A. Any and all supervision, labor, equipment, materials, permitted disposal sites, permitted storage facilities, permits, licenses, and any other resources necessary for the proper performance of the Agreement, except as otherwise indicated in this Agreement.

B. The loading and removal of the stockpiled sludge from the WWTP and for the transportation of sludge from the WWTP to Contractor permitted disposal sites(s) and/or permitted storage facility(ies) and for the ultimate disposal of such sludge. Contractor shall be responsible for compliance with any and all applicable laws, statues, regulations, ordinances, directives, licenses, and permits during the performance of this Agreement.

C. Performance of the services. Specified in detail in Exhibit "A," "Special Provisions," which is attached hereto and incorporated herein.

D. Workmanship and Supervision. In performing pursuant to this Agreement, Contractor shall provide the highest quality workmanship available.
All work shall be performed by personnel directly employed and supervised by Contractor.

Contractor shall provide management and technical supervision as required to implant the work.
The Chief Plant Operator or designee shall make inspections to determine the Contractors conformity with the specifications as denoted in this Agreement and the adequacy of the work being performed.

E. Equipment. Contractor shall use and furnish, unless otherwise indicated herein, at its own expense, all labor, equipment and materials necessary for the satisfactory performance of the work set forth in this Agreement. Prior to commencing work, Contractor shall make all equipment they plan on using, available for inspection and approval by the Chief Operator. Only City-inspected equipment may be used for this Agreement. All vehicles must be clearly numbered for identification purposes.

Equipment used for hauling sludge shall comply with all permit requirements, and all Federal, State DOT, and local requirements for the state(s) where the vehicle will be used. Sludge hauling vehicles shall be equipped with seals, and splash plates, etc., as needed to prevent leakage or spillage. Tailgate seals, if required, shall be cleaned after each delivery, and equipment shall be scraped free of any sludge that could be dropped on the road. In order to minimize the number of vehicle trips, Contractor should maximize the use of large-capacity vehicles. A sufficient number of vehicles shall be available to allow for standby(s) in case of vehicle failure. In the event of equipment breakdown, it shall be Contractor responsibility to provide substitute equipment as needed. All equipment used for this Agreement shall be kept in good mechanical repair and present an acceptable appearance to the Chief Plant Operator.

Contractor shall park their equipment at the WWTP in orderly manner and only in areas designated by the Chief Operator. Contractor shall be responsible for any damage done to the asphalt roadway or loading area due to the failure of his drivers to properly support the landing wheels of a vehicle. Contractor will not be responsible for normal wear. Parking at the WWTP of Contractor equipment, other than the equipment being loaded is strictly prohibited unless prior approval by the Chief Plant Operator has been obtained.

Contractor must comply with State, County and City road and site dust control laws and regulations. Personnel, equipment and/or materials used for this purpose, is sole responsibility of Contractor.

Contractor must take whatever steps it feels necessary, including the use of chemicals, to ensure that offensive odors are not generated from their vehicles at the WWTP, disposal site, storage facility, or along the haul route. There shall be a thorough washing of all haul vehicles, at a location other that the WWTP, to remove any sludge that may be responsible for odors. In addition, Contractor shall provide to the Chief Plant Operator, copies of Material Safety Data Sheets for al chemicals used and stored on City property.

F. Holidays. The following days are City Holidays on which Contractor shall not be obligated to perform any service:

New Year's Eve	New Year's Day	Martin Luther King Day
President's Day	Cesar Chavez BD	Memorial Day
Independence Day	Labor Day	Admission Day
Veterans' Day	Thanksgiving Day	Day After Thanksgiving
Christmas Eve	Christmas Day	

Access to the facility will be denied on these days. It is the responsibility of Contractor to determine which dates these holidays are observed by the City.

G. Security. Contractor shall comply with the City's regular security and safety regulations, specifically:

(a) Contractor shall develop and implement an Illness and Injury Prevention Program (IIPP) for all employees of the Contractor at the WWTP.

(b) The use, possession, sale or distribution of drugs or intoxicants by Contractor, subcontractor, or any of their employees while on City premises or while actively representing or performing work for the City is prohibited. It shall be responsibility of Contractor to prevent such activities and to remove any employee or subcontractor employee whose ability to perform appears to be affected by the use of drugs or intoxicants. Failure of Contractor to comply with this provision may result in termination of this Agreement. All obligations under this whole or in part to the performance of this Agreement.

3. **TERM OF AGREEMENT.** This Agreement shall be for the period of one year, commencing on the _____ and ending on the _____.

4. **COMPENSATION**. Compensation and payment shall be as provided in the Special Provision of Exhibit "A."

5. **STANDARD OF PERFORMANCE**. Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

6. **PRINCIPAL IN CHARGE.** Consultant hereby designates _____ as its principal-in-charge and person responsible for necessary coordination with City Manager or his or her designee.

7. **HOLD HARMLESS.** To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

   Without affecting the rights of City under any provision of this Agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by Agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City shown to have been solely at fault and not in instance where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

8. **CONTRACTOR ACKNOWLEDGES THAT ITS OBLIGATION PURSUANT TO THIS SECTION EXTENDS TO LIABIITY ATTRIBUTABLE TO CITY, IF THAT LIABIITY IS LESS THAN THE SOLE FAULT OF CITY.**

   Contractor agrees to obtain executed indemnity agreement with provisions identical to those set forth here this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section.

9. **INSURANCE AND ADDITIONAL REQUIREMENTS FOR HAZARDOUS MATERIALS.** Without in any manner limiting the City's right to indemnification, it is agreed that Contractor shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, special and additional insurance coverage provided by insurance companies authorized to transact insurance business in the State of California as follows:

Worker's Compensation Insurance as required by California statues.

Commercial or Comprehensive General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability (including death) and Products/Completed Operations Liability in an amount of not less than one million ($1,000,000) per occurrence, combined single limit.

Comprehensive Excess Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injuring Liability (including death) and Products/Completed Operations Liability in an amount of not less than one million dollars ($1,000,000) per occurrence combined single limit.

Comprehensive Automobile Liability Coverage, including owned, non-owned and hired vehicles, in an amount of no less than one million ($1,000,000) per occurrence combined single limit, no aggregate.

Environmental Impairment (Pollution Legal Liability) Insurance in an amount of not less than one million dollar ($1,000,000) per occurrence, combined single limit, no aggregate, and Contractor's Pollution Liability Insurance in an amount of not less than one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) aggregate.

Prior to commencing any work under this Agreement, Contractor shall deliver to the City certificates of insurance in the standard accord form confirming coverage required by this Agreement and providing thirty (30) days prior written notice to the City in case of limitations of scope or coverage, cancellation or termination. The City of Calexico, and its officers, and employees (collectively, the "City") shall be named as an additional insured on each insurance policy required by this Agreement, excepting policies for Worker's Compensation and Environmental Impairment Liability provided; however, that the City shall not be included as an additional insured for claims, suits, demands or losses arising out of the City's negligence, omissions or misconduct. Said endorsement(s) shall be signed by an authorized representative of the insurance company, and shall include the signatures of company affiliation and title, and shall be delivered to the City prior to the City's execution of this Agreement. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation acceptable to the City, which confirms that the individual signing said endorsement is authorized to do so by the insurance company. It is agreed that any insurance maintained by the City shall apply in excess of and shall not contribute to insurance provided by Contractor.

In addition to any remedies the City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the City may at its sole option:

A. Order Contractor to stop work under this Agreement and withhold payment(s), which become due to Contractor, hereunder until Contractor demonstrates compliance with the requirements hereof; or

B. Terminate this Agreement.

Exercise of any of the above remedies, however, is an addition to other remedies the City may have and is not exclusive remedy for Contractor failure to maintain insurance or secure appropriate endorsements.

10. **COMPLIANCE WITH ALL LAWS**. In performing the services hereunder, Contractor shall comply with all applicable laws, including, without limitation, those relating to health and safety, licensing, environmental, and the like.

11. **PERMITS, LICENSES, CERTIFICATE**. Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

12. **INDEPENDENT CONTRACTOR**. In performing the services described herein, Contractor, its agents, officers, and employees shall be independent contractor of City and shall not be treated or considered employees of City.

13. **CONSULTANT NOT AGENT**. Except as City Manager may specify in writing, Consultant, and its agents, employees, subcontractors and sub consultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

14. **CONFLICT OF INTEREST**. No member, officer, or employee of City, during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof and Contractor agrees not to allow, permit, grant, transfer or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

15. **LAW GOVERNING**. This Agreement shall be governed by the laws of the State of California. Any suit, brought by either party against the other, arising out of performance of this Agreement shall be filed and maintained in a court of competent jurisdiction in the County of Imperial or in the U.S. District Court, Southern District of California.

    Consultant shall promptly inform City Manager, or his or her designee, of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

16. **MODIFICATION OF AGREEMENT**. This Agreement may be modified only by a written amendment signed by both parties hereto.

17. **ASSIGNABILITY**. Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor obligations hereunder, without the prior written consent of City, and any attempt by Contractor to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

18. **TERMINATION**. Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either party for any reason of whatever nature upon sixty (60) days written notice as follows:

CONTRACTOR: _____
_____
_____
_____

CITY: City Manager
City of Calexico
608 Heber Ave
Calexico, CA 92231

19. **FAIR EMPLOYMENT PRACTICES**. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

20. **NON-DISCRIMINATION.** Contractor shall comply with the provisions of Presidential Executive Order No. 11246 of September 24, 1965, and all other orders, regulations and laws governing non-discrimination in employment, including in particular, Section 122 (a) of the State and Local Fiscal Assistance Act of 1972.

21. **FORCE MAJEURE**. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such party (hereinafter called "Forced Majeure"). Force Majeure includes but is not limited to any of the following, if reasonably beyond the control of the party claiming Force Majeure: delays caused by the other Party, war (declared or undeclared), blockades, hostilities, riots, strikes, lockout or other labor disturbances, epidemics, fires, storms, delays or interruptions in transportation, or any laws, regulations or ordinances of any government, governmental agency or court having or claiming to have jurisdiction over any part to this Agreement, or any other cause (whether or not of kinds specifically mentioned herein). Notwithstanding anything in this Agreement, Force Majeure does not include Contractor failure to obtain necessary permits, licenses, exceptions, or other authorization required to perform this Agreement.

22. **WAIVER**. City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

23. **ENTIRE AGREEMENT**. This Agreement represents the entire understanding of the parties as to these matters, contained herein. No prior oral or written understanding shall be of any force or effect with respect to these matters covered hereunder.

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

"City" **CITY OF CALEXICO**

BY:_____

Nick Fenley, Interim City Manager

"Contractor": BY: _____

APPROVED AS TO FORM:

Office of the City Attorney

_____

Carlos Campos, Interim City Attorney

ATTEST:

_____

Gabriela Garcia, Deputy City Clerk

AG TECH LLC

P.O. 2854 Yuma, AZ 85366 Office: 928-341-9625 Fax: 928-341-4794

To: City of Calexico
Office of the City Clerk
608 Heber Ave
Calexico, CA 92231

30 May 2016

From: Cal Mullenix
Director of Operations
P.O. Box 2854
Yuma, AZ 85365

RE: Subject: Request for Proposal, Biosolids Management Services

Ag Tech LLC and Western Express Transporters are subsidiary companies of Tule Ranch, a family owned enterprise that has managed biosolids for well over 30 years now. We currently operate almost 100 trucks providing service to Water Districts and Municipalities throughout Southern California and Arizona creating solutions specific to our customer's needs. We would be happy to offer our services to you, The City of Calexico.

Ag Tech has many years of proven experience in providing comprehensive biosolids management services on behalf of several large metropolitan wastewater agencies including the Orange County Sanitation District (OCSD), Los Angeles County Sanitation Districts, City of Los Angeles, Eastern Municipal Water District, and many others. Ag Tech has operated similar type services requested in the City of Calexico's RFP successfully for over 30 years.

Ag Tech is our 3000 acre farm located in Yuma Arizona where we produce foliage crops through the established and effective management of Biosolids. Our crops return exceptional yields and produce a high nutrient product which we supply to the Livestock Feed Industry. We support the re-use of biosolids as a soil amendment over landfilling or composting.

Ag Tech is pleased to respond to The City of Calexico's Request for Proposals (RFP) for Land Application Recycling and Landfill Disposal Options for Biosolids Management. In hopes of securing this opportunity, we have included our completed Proposal including the requested forms and attachments as per instructions. This proposal shall remain valid for a period of not less than 120 calendar days for the date of this submittal.

Thank You

Cal Mullenix
Director of Operations
AG TECH LLC
Western Express Transporters
602-377-7250
Cal@Westexp.com

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Attachments:

a. Cost proposal
b. Site Map
c. References

Project Approach

We are the closest registered and permitted land application site to the City of Calexico. We will provide all equipment necessary to load our trucks, and have back-up loaders available should the need arise. We manage a fleet of CARB Compliant Trucks and trailers that can easily accommodate the required tasks. Our trucks arrive on schedule and run until the day's mission is completed. We own all of our own equipment and do not use sub-haulers to shirk our responsibilities or to place our customers at risk.

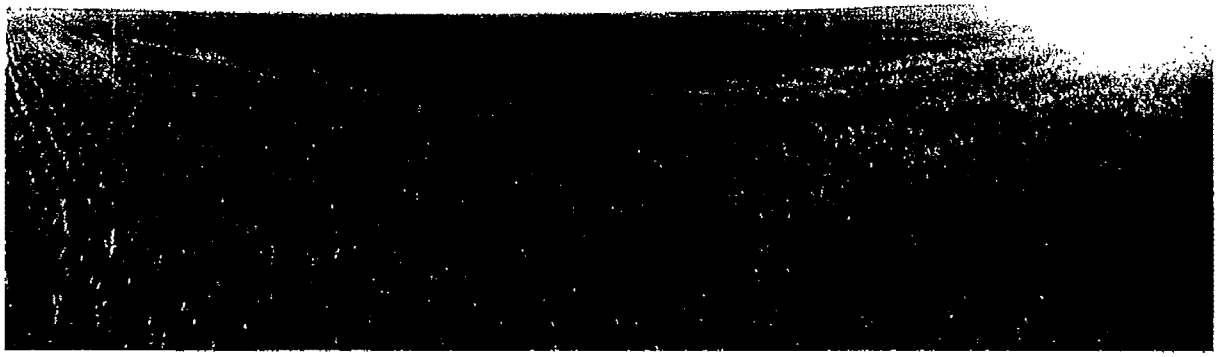
Given an estimated volume of 3,500 tons of biosolids, we can predict the need to move 140 truckloads of material from Calexico to our Facility in Yuma Arizona. Depending upon the needs of the City of Calexico, and the Chief Plant Operator, we could complete the project at a sustainable pace within 30 days. Failing to handle biosolids correctly often leads to a never ending series of disappointing results, increased vector activity, odors and public complaints.

We will meet or exceed all insurance requirements, DOT filing requirements, and the high standard of equipment safety and maintenance that have always done. We will not attempt to gain an economic advantage over our competitors by using sub-haulers or owner operators to create a guise of insurance compliance while placing the city at risk and liable for the actions of what could result in a very expensive and lengthy legal matter. Though this would certainly result in a huge insurance cost savings for the contractor, it could be devastating for the City, Imagine getting the call that the contractor's sub-hauler was just involved in an accident with fatalities while transporting materials from the City of Calexico, and it has been determined that the sub-hauler is in fact not covered by the contractors insurance,

We will continue to perform safety inspections on our equipment daily, provide serving as per the manufactures maintenance schedule, and comply with all state and federal laws applicable to our geographical location and our operations. We own and operate our own maintenance facility here in Yuma and also support our drivers with "road service" whenever needed.

We own all of our trucks and equipment, we provide our personnel in every aspect of our operations, we own our own maintenance facility, we own our own Farms, we own our own proprietary treatment facility, and we own the very sites where the City of Calexico's Biosolids are land applied....we control every step of our operations giving our customer confidence that, "we are the right choice".

Ag Tech LLC has been providing Biosolids Management Services since 1980. We are the Largest and most experienced Biosolids Management Company in the Southwest United States, and have been managing municipal biosolids for decades. Many of our developments in Biosolids Management techniques have been adopted by other states as well as the United States Environmental Protection Agency as is evident by program inclusions found within many EPA Publications today.



Ag Tech is the only authorized and permitted Biosolids Sub-surface Injection facility within 200 miles of the City of Calexico. We have spent many years honing our craft and improving our infrastructure through both capital investments and modern advancements in Injection Technology. We can currently manage a daily inflow of 200,000 gallons of both Class B Biosolids, with a solids % less than 10, and untreated domestic septage at our Facility with long term sustainable back-up contingencies allowing us to operate continuously around the clock without interruption.

Ag Tech shall be responsible for the following:

1 **Environmental Conditions**

Ag Tech will ensure that the frequency of biosolids hauling meets the needs of the individual treatment facilities and that all uses and/or disposal methods comply with the applicable state and federal requirements, including but not limited to:

a. 40 CFR 503 Subpart C: for biosolids that are placed on the land (surface disposal) for the purpose of disposal (dedicated land disposal sites or monofills)

b. 40 CFR 258 for biosolids disposed of in municipal solid waste landfills; and

c. 40 CFR 257 for all biosolids use and disposal practices not covered under 40 CFR 258 or 503

d. Applicable portions of Arizona Administrative Code Title 18 Chapter 9, Article 10

2. **Duty to Mitigate**

Ag Tech shall, as to the City's biosolids, take all reasonable steps to prevent or minimize the use or disposal of those biosolids which have a likelihood of adversely affecting human health or the environment

3. **Ag Tech shall ensure that:**

a. The City's biosolids do not enter wetlands or other waters of the United States

b. Treatment of the City's biosolids in addition to that provided by the City, storage, use, or disposal does not contaminate groundwater.

c. Treatment of the City's biosolids in addition to that provided by the City, storage, use, or disposal of those biosolids does not create a nuisance including objectionable odors or attraction of flies or other disease carrying vectors.

4. **Monitoring Program**

If biosolids generated by the City are placed in a surface disposal site, dedicated land disposal site, or monofill; Ag Tech shall develop a groundwater monitoring program for the site, or certifies that the placement of biosolids on the site will not contaminate any aquifer.

5. **Biosolids Storage**

a. Ag Tech shall not store The City of Calexico's biosolids.

b. Ag Tech may store the City's biosolids for a period which is less than two years provided Ag Tech submits information to the Arizona Department of Environmental Quality (ADEQ) and the City on the storage location and date of final use or disposal.

6. **Surface Water Protection**

Ag Tech shall ensure that all disposal or storage sites that received biosolids generated by the City are designed and operated to:

a. Divert surface runoff from adjacent areas

b. Protect the site boundaries from erosion

c. Prevent any drainage that has contacted biosolids from escaping the site

d. These features shall be designed to be protective for a 24 hour, 25-year storm event.

7. **Inspection and Entry**

Ag Tech shall allow authorized representatives of the City, ADEQ or EPA to:

a. Enter all premises where the City's biosolids are stored, used, or disposed; and

b. Have access to and copy any records that must be kept under the conditions of Arizona Administrative Code Title 18 Chapter 9, Article 10 and 40 CFR 503, Subpart C; and

c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations used in the storage, use, or disposal of biosolids generated by the City.

8. **Monitoring**

a. Ag Tech shall test biosolids generated by the City which are land applied for organic Nitrogen, Ammonia-Nitrogen and Nitrate-Nitrogen at least once per month

b. Ag Tech shall ensure that biosolids are tested using methods which are specified by EPA and required by ADEQ. Ag Tech shall also ensure that all

testing is performed by a laboratory which is certified by the Arizona Department of Health Services for environmental compliance testing.

c. Test results for all biosolids sampling shall be expressed in milligrams of pollutant per kilogram (mg/kg) of biosolids on a 100% dry weight basis.

d. The results of laboratory tests of the City's municipal wastewater biosolids performed by the City or at its request shall be made available to Ag Techupon request.

e. The results of laboratory tests of the City's municipal wastewater biosolids performed Ag Tech or at his request shall be made available to the City upon request.

9. **Documentation**

Ag Tech shall document operational practices used to ensure vector attraction reduction. Records shall be retained and made available to the City, ADEQ and/or EPA upon request.

10. **Modifications**

Ag Tech will be responsible for making any modifications to the injection site(s) which may become necessary as the result of changes in state and federal requirements governing the disposal of municipal wastewater biosolids.

11. **Notification of Land Application**

a. The biosolids disposal site shall meet all state and federal requirements for the land application of municipal wastewater biosolids at all times.

b. Ag Tech will provide written documentation demonstrating that the injection site is permitted and approved by all applicable state and federal agencies.

c. Prior to the application of any biosolids generated by the City on a new or previously unreported site, Ag Tech shall notify the City and the ADEQ Biosolids Coordinator. The notification shall include a description and topographic map of the proposed site(s), slope of land surface, names and addresses of the applier and the site owner, and a listing of any state or local permits which must be obtained. The plan shall include a description of the crops, or vegetation to be grown, proposed loading rates and determination of agronomic rates. Additionally, if biosolids are to be land applied, in Arizona, applicators must

complete and submit to the ADEQ Biosolids Coordinator, a Request for Registration per Arizona Administrative Code R18-9-1004.

12. **Notification of Non Compliance**

a. Ag Tech shall notify ADEQ and the City of any non-compliance with the provisions of Arizona Administrative Code Title 18 Chapter 9, Article 10 which may endanger health or the environment. Ag Tech shall provide the information orally within 24 hours of becoming aware of the circumstances.

b. For instances of non-compliance which do not present a threat to health or the environment, the Ag Tech shall notify the City and ADEQ in writing within five working days of becoming aware of the circumstances.

c. Ag Tech shall notify the City with 24-hours of any enforcement action involving the use or disposal of the City wastewater biosolids.

13. **Shipment to or from another state**

a. If biosolids generated by the City are shipped to another State or to Indian Lands, Ag Tech shall send a notice of shipment to the City, the ADEQ Biosolids Coordinator, and to the permitting authorities in the receiving State or Indian Land (EPA region for the area and the State/Indian authorities respectively) at least 60 days before the biosolids are shipped.

b. If biosolids generated in another State, Indian Lands, or any area other than the City of Calexico are applied at the same disposal site used to dispose of biosolids generated by the City of Calexico, Ag Tech shall notify the City in writing at least 30 days prior to receiving such biosolids. The notification shall include at a minimum, the place where the biosolids were generated, the amount of biosolids to be applied, estimated application dates, and certification by the Ag Tech that the biosolids comply with all the requirements of the Arizona Department of Environmental Quality either separately or when combined with the City's biosolids and the U.S. Environmental Protection Agency for the land application of biosolids, including land application rates.

14. **Annual report**

With respect to the disposal of biosolids generated by the City of Calexico, Ag Tech shall submit the following information to the City, the EPA and the ADEQ Biosolids Coordinator by February 19th of each year for the period covering the previous calendar year under the Agreement:

a. Locations of land application sites (with field names and numbers) used that calendar year, size of each field applied to, name of the applier and name of the site owner;

b. Volumes applied to each field (in wet tons and dry metric tons), nitrogen applied, calculated plant available nitrogen;

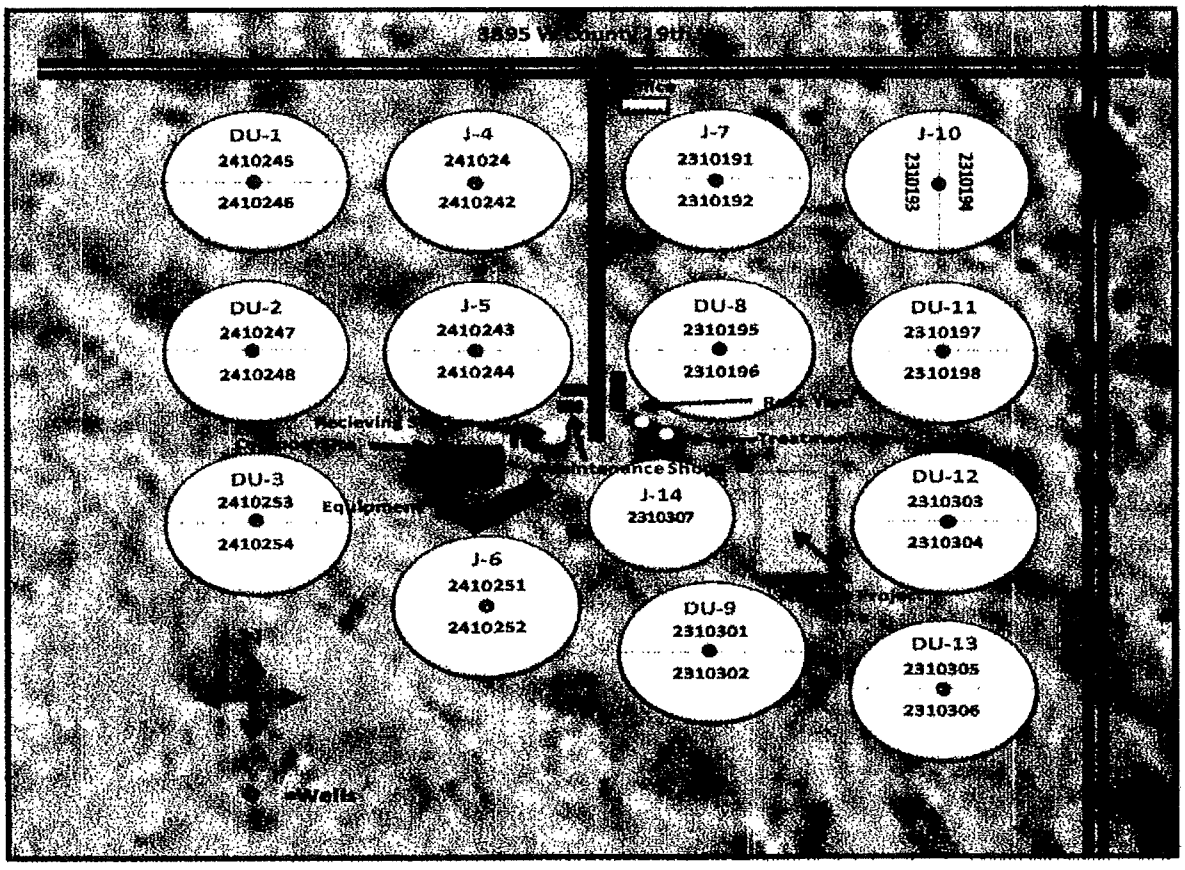
c. Types of crop planted, the date of planting, and date of harvesting;

d. For any biosolids exceeding Arizona Administrative Code R18-9-1005, Table 2 metals concentrations, the locations of sites where applied and cumulative metals loading at that site to date;

e. Certifications of management practices in Arizona Administrative Code R18-9-1007 or Arizona Administrative Code R18-9-1008; and

f. Certifications of site restrictions in Arizona Administrative Code R18-9-1009

15. **Site Specific Data**



Biosolids Management

Ag Tech accepts biosolids from, Eastern Municipal Water District, Orange County Sanitation District. San Elijo Water Treatment Facility, Escondido and others. The above generators process their biosolids through anaerobic digestion followed by dewatering. The consistency is that of a paste with a moisture content that varies between 20 and 30% solids. Biosolids contain large amounts of organic matter which are bound as plant nutrients, such as nitrogen and phosphorous, as well as plant micronutrients, such as copper, selenium, and zinc. Biosolids, on an average dry basis, show a plant fertilizer value of 4.5 – 2.5 – 1 NPK.

The content of metals in biosolids is comparable or lower than other commonly used fertilizers. The 40 CFR Part 503 biosolids regulations define the metal limits as "Ceiling Concentration" and "Exceptional Quality". Biosolids qualify for land application if, at a minimum, they meet the ceiling concentration with the condition that the sites receiving biosolids can track, on an annual basis, the cumulative soil loading for all metals.

Application Rates

Application rates are based on the nitrogen content in biosolids, expressed in milligrams of Nitrogen per kilogram, and the specific crop nitrogen needs. Nitrogen content in biosolids is determined from the average shown in the generator's reports provided monthly. Each crop has a specific nutrient requirement determined in the literature (e.g. Western Fertilizer Handbook). Biosolids are applied to approved and registered applications sites at volumes/rates complimentary of the crops specific nitrogen needs. also known as the "agronomic rate". Table 1 summarizes the plant nutrient requirement for the most common crops we produce.

Crop	Crop Yield (tons)	Biosolids Application Rate (lb/acre)		
		N	P	K
Barley	2.5	200	60	160
Cotton	0.75	250	65	125
Silage Corn	12.0	250	60	150
Sorghum	3.5	225	60	165
Sudan	6	280	70	185
Wheat	3.0	250	70	200
Alfalfa	8.0	600	95	480

Crop Specific Application Rate

The application rate for each specific site is first estimated from the site size, the crop to be planted, and the average nutrients 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 application rate calculation. This estimate is produced by the Compliance Manager and provided to the Farm Manager.

The primary factors used to calculate the application rate are;

1. The percent solids
2. The nitrogen content of the biosolids
3. The nitrogen mineralization Rate
4. The volatilization rates,
5. and the nitrogen needs for the crop to be planted (also known as plant available nitrogen or PAN).

Ag Tech integrates the process of determining target application rates and nutrient loading limits with a computerized tracking system. The compliance manager determines target application rates after consultation with the farm manager. The farm manager determines the desired nitrogen and other nutrient levels utilizing soil and crop analyses, crop yield, and standard agronomic tables. He inputs this data 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 outlined below. The criteria for the critical parameter monitoring are included in the 40 CFR Part 503 Rule.

Step 1) Determine the crop's nitrogen requirement (CNR) by the method described in the preceding paragraph.

Step 2) Compute the pounds of available Nitrogen per ton of biosolids applied using the following embedded formula or nitrate testing of soil:

Pounds N/Ton Biosolids = ((%NH4–Ni) x %Solids x 500) + ((%NO3-Nj) x %Solids X 2000) + ((%No) x %Solids x 400)

Where: Ni = inorganic nitrogen in biosolids
No = organic nitrogen in biosolids

Step 3) Compute residual nitrogen from previous land application as a measure of the percentage of original applied amount:
a) for current proposed crop = 20%

b) for second crop rotation = 10%
c) for third crop rotation = 5%
d) for fourth crop rotation = 3%
e) for fifth crop rotation = 3%

Residual Nitrogen (RN) = 3.a + 3.b + 3.c + 3.d + 3.e

or use most recent soil test data to determine PAN.

Step 4) Compute Target Application Rate (TAR):

CNR - RN = TAR (pounds of N/acre)

TAR (pounds of N/acre) / Step 2 (lb. N/ ton biosolids) = TAR (tons biosolids/acre)

Step 5) Determine application limits based on annual whole sludge application rate (AWSAR)

Cumulative Pollutant Loading Rates, in Kg/ha, from Table 3, according to 40 CFR 503.13

A) Maximum Annual Pollutant Loading Rate, in Kg/ha, according to 40 CFR 503.13(b)(4):

	Kg/ hectare
Arsenic	2.0
Cadmium	1.9
Chromium	150.0
Copper	75.0
Lead	15.0
Mercury	0.85
Molybdenum	0.90
Nickel	21.0
Selenium	5.0
Zinc	140.0

B) Cumulative Pollutant Loading Rate, in Kg/ha, according to 40 CFR 503.13 (b)(2):

	Kg/ hectare
Arsenic	41
Cadmium	39
Chromium	3000
Copper	1500

Lead 300
Mercury 17
Molybdenum.....18
Nickel 420
Selenium 100
Zinc 2800

Step 6) Determine the Target Application Rate (TAR)

The computer will default to the lowest sum in Steps 4 and 5 and this will be the TAR.

Step 7) Compute the remaining site life in years:

Determine the number of pounds of each metal that were added throughout the year utilizing the Annual Pollutant Loading Rates, Ceiling Concentration Limits (APLR), prior application amounts, and Cumulative Pollutant Loading Rates, compute the remaining site life at current application rates:

AWSAR = APLRC x 0.001

The target application rate is monitored using the consolidated reporting forms and the computerized tracking system. The data is entered into the computer daily except weekends and holidays.

Tracking Site Lifetime Application
The tracking of site lifetime application is not required by 40 CFR 503 for exceptional quality biosolids, however this is done. The potential biosolids application life for a particular site is calculated on a yearly basis and depends on the metals content of the biosolids and the application rate.

1. Management Plan

A. General Operating Constraints

Land application via Sub-surface Injection of biosolids is regulated at the federal level by the 40 CFR 503 Rule, which defines the minimum standards required for land application of biosolids. The 503 Rule, as it is commonly referred, establishes processing methods, which determine the vector attraction reduction and the pathogen level, as well as defining the concentration of metals, crops allowed, and site access restrictions.

At the state level, the Arizona Department of Environmental Quality's 18 A.A.C. 9, Article 10, - Arizona Pollutant Discharge Elimination System Disposal, Use,

and Transportation of Biosolids, is a primary source for regulatory information. All land application sites have the applicable permits with the county or state agency that oversees this activity. The permits in Yuma County are issued by our friends at the Arizona Department of Environmental Quality (ADEQ).

B. Management Practices

Land application and sub-surface injection follows harvest of any standing crop and the disking of the site to remove any furrows. The Farm Manager then flags any restricted areas by measuring the appropriate setback as defined in Arizona's Article 10. (whichever is applicable), or the local requirement, whichever is stricter.

The following management practices will be followed:

- Biosolids will not be applied at an application rate greater than the agronomic rate of the crop planned for the site
- Biosolids will not be applied to land that is flooded
- Biosolids will not be spread if the weather prohibits its incorporation
- Biosolids will be incorporated into the soil as soon as possible
- Every site will grow a viable crop prior to any additional biosolids application

C. Equipment Utilized

Ag Tech and its sister company, Western Express Transporters provides all the equipment used to transport and land apply biosolids. Biosolids from the City of Calexico are transported in semi tanker trailers pulled by tandem-axle truck tractors. The net volume capacity of the trailers is 6800 gallons, which correspond to a net weight capacity of between 25 and 27 tons. The trailers are equipped with 4 and 6 inch discharge valves and are top loaded. 8 tankers are assigned to Yuma.

D. Transportation

a. Permits

Both Ag Tech and Western Express Transporters are permitted as a motor vehicle contract carrier by the Interstate Commerce Commission and as a highway contract carrier by the US Department of Transportation.

b. Truck Routes

On a daily basis, the dispatcher, routes truck drivers to the assigned fields. The factors that influence routing selection include traffic (accidents, road construction), weather, location of residences, potential for dust, and school bus routes.

c. Delivery Windows

The general manager coordinates with the municipal customer's loading coordinator the best delivery window, which depends on the travel distance, traffic, route, and impact on the public.

d. Truck Maintenance, Appearance, and Recordkeeping

All trucks and trailers are properly maintained to provide the safe transport of biosolids and to prevent release of biosolids as per the Biosolids Release Plan. The mechanical maintenance schedule of truck tractors and trailers follow the manufacturer's recommendations and records are kept in the Western Express Trucking office. The structural integrity of truck trailers are also tested by visual inspection and fixed accordingly to avoid accidents and biosolids releases. This includes the placing and maintenance of adequately working safety pins on trailer gates, hatches and lids. All repairs are logged and records are kept in the Western Express Trucking office. All truck maintenance records are made available to municipal customers upon request.

e. Driver Training

Ag Tech/Western Express Transporters truck drivers receive training on an annual basis on the following:

- Loading and procedures at wastewater treatment plants
- Safety and biosolids
- Do's and don'ts of biosolids transportation
- Release prevention and release cleanup procedure
- Unloading and cleaning procedure
- Recordkeeping
- Public relations
- Customer Service

The records of this training are kept in the Western Express Trucking office and are made available to clients upon request.

f. WET Contact Information

Mark Pemberton (Yuma, AZ).....	(928) 941-3655
Kevin Good (Yuma AZ)	(928) 919-4667

E. Incorporation

After injection, any visible material is disked into the soil with a disk pulled by an agricultural tractor. For certain soil conditions, and to assure better blending and incorporation into the soil, the material can be injected in two complete cycles. Prompt and adequate incorporation is done to avoid public nuisances, such as odors and flies.

F. Soil types

Yuma County, Arizona

The sites permitted for biosolids land application contain Indio Silt Loam soils which are formed in mixed alluvium. The permeability is moderate with a rooting depth of 64 inches or more, high water capacity, and medium surface runoff. This soil is used for irrigated alfalfa hay, small grains, cotton, sugar beets, grain sorghum, citrus fruit, vegetables, and Bermuda grass.

G. Groundwater Depth

The groundwater level underlying the Yuma County sites are about 90 feet with a southwest gradient.

H. Prevailing Winds

In Yuma County, the prevailing winds are from northeast characterized by a weak breeze and reversing directions during the afternoon.

2. Controls

A. Soil Testing

Soils from each field are analyzed prior to the initial biosolids application and subsequently after every 40 dry metric tons applied per acre of application. A composite of soil from a depth ranging from 12-18 inches are sampled at 6 separate, randomly selected locations per field, and are analyzed by an Arizona Certified laboratory.

B. Biosolids Quality

Biosolids received for land application must be endorsed by a Certificate of Biosolids Quality to ensure receiving at least Class B material. In the event Sub-class B biosolids is received it will be redirected for Further Treatment, Composting or, as a last resort, land fill disposal.

C. Odor Control

Odors at the site are not a major impact due to the remoteness of Ag Tech's site locations and restricted public access.

D. Noise Control

Truck and trailers are maintained in accordance with the Department of Transportation requirements for noise control.

E. Water Quality Controls

a. Surface Water

The setbacks from application sites to surface water courses, either dry or flowing, are 100 feet.

b. Groundwater
The setbacks to drinking water wells are 500 feet and to non-domestic wells are 250 feet.

F. Inspections
Verification of regulatory compliance is done by several different agencies. The Arizona Department of Environmental Quality and the biosolids generators perform periodic inspections and report with verbal and written notifications and recommendations for improvement.

3. Emergency response

A. Weather
No application will be done when the precipitation is greater than 0.025 inches per hour or when the soil is saturated. When either of this occurs, the operation will be halted and, depending on the situation, may be moved to another more appropriate site. The project manager will inform the dispatcher and the customers of any change in schedules. The dispatcher, in turn, informs the drivers of any change in routes and delivery locations.

B. Biosolids Release Response
Available upon Request.

C. Fire
Need for evacuation of fields or offices will be determined by field manager or dispatcher in event of threat of fire.

4. Monitoring

A. Soil Testing
Soils from each field are analyzed prior to the initial biosolids application. A composite of soil from ranging from 12-18 inches are sampled at 6 separate, randomly selected locations, and are analyzed on each permitted site. Soils are analyzed by AZ certified Labs.

Plant Macro Nutrients & others: (analyzed prior to application)

- Total Kjeldahl Nitrogen
- Phosphorous
- Ammonia Nitrogen
- Nitrate Nitrogen
- Phosphate
- Potassium
- Cation Exchange Capacity
- Soil pH

- Arsenic
- Cadmium
- Copper
- Lead
- Mercury
- Nickel
- Selenium
- Zinc
- PCBs
- Dioxins

Periodically, samples are tested for other parameters such as Boron, Total Petroleum Hydrocarbons, Toxic Organics indicators, Sodium Adsorption Ratio.

B. Recordkeeping

Ag Tech collects and maintains the following information indefinitely:

- The location, by quarter section, section, township, range and assessor's parcel number, of each site on which biosolids is applied, including a map, of scale 1:24,000 or larger, accurately showing the location.
- The number of hectares in each site on which biosolids is applied.
- The date biosolids was applied to each site.
- The cumulative amount of each pollutant, in mg/kg in the biosolids applied to each site.
- The amount of biosolids, in dry tons, applied to each site.
- A description of how the requirements to obtain information in the above paragraph are met.

5. Available upon request

A. Maps of Permitted Sites (including landmarks, major farm roads, dwellings, wells, field numbers, and acreage)
B. Copy of Permits
C. Biosolids Release Response Plan

EXPERIENCE AND QUALIFICATIONS

Qualifications, Related Experience and References of AG TECH –Ag Tech is confident that The City of Calexico will find the following information more than sufficient to establish that Ag Tech has the ability to continue to satisfactorily perform the required biosolids management work by reasons of: Experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability

of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

The following information provides a brief profile of Ag Tech/Tule Ranch, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees:

Ag Tech offers an existing turnkey transportation and Class B land application management service to The City of Calexico to use approximately 4,000 acres of permitted land in Yuma County, Arizona for the land application of its Class B biosolids. Ag Tech also offers biosolids (Class B and sub-Class B) landfill services at the South Yuma County landfill, with backup landfill services available at the Allied Waste Landfill located in Buckeye, Arizona.

Western Express Transporters, Inc. owns and operates a dedicated fleet of on-road equipment specifically designed for the needs of treatment agencies. Ag Tech will subcontract the transportation services to Western Express, Inc. and Western Express Transporter's, Inc., a reputable and proven biosolids transporter. Western Express has been transporting material for over 14 years, and Western Express Transporter's, Inc. for over 8 years. Also, both companies own and operate a combined fleet of 80+ Freightliners and water tight bottom dump trailers, walking floor trailers, and end dump trailers.

Ag Tech is dedicated to providing biosolids services to municipal wastewater treatment plants. It does so by transporting, processing, and beneficially using the plant nutrients, micronutrients, and organic matter present in biosolids to grow feed crops in accordance with federal, state, and local regulations. All told, Ag Tech probably has more experience than any other permitted operator in Yuma County in safely and the effectively reuse of organic residuals.

Ag Tech has been in business for over 40 years. AgTech/Tule Ranch and Western Express have significant land holdings and equipment assets and has been successful in not relying on outside financial influences and has been self-financed for over 20 years.

The following information describes Ag Tech's experience in performing work of a similar nature to that solicited in this RFP, and highlights the participation in such work by the key personnel proposed for assignment to this Scope of Work/Technical Specifications.

Ag Tech has been providing biosolids and other organic residuals reuse services at its farm site since 1978. All told, our company probably has more experience than any other permitted Arizona/California operator in safely and effectively using organic residuals. As a family-run operation, we have continually provided

the same point of contact, do not have to deal with a major corporate structure and maintain positive professional working relationships with all of our clients.

Our company prides itself on its track record of continual, unfaltering service to dozens of publicly owned treatment agencies including:

- **OCSD** – Land application and chemical stabilization of biosolids in Kings and Kern County from 1997 through 2003. Land application of biosolids, and occasional landfilling in Yuma County, Arizona from 2003, and still currently operating in Yuma County Arizona. Fifteen total years of service.

- **LACSD** – Land application and chemical stabilization of an average of 35 loads per week from Carson to Kings and Kern County from 1994 through April 2012. Valencia from 2000 to April 2012. Eighteen total years of service.

- **Goleta** - Chemical stabilization and land application of biosolids in Kern County from 2000 and still currently operating. Twelve total years of service.

- **Ventura Moorpark** – Chemical stabilization and land application of biosolids in Kern County from 2003 and still currently operating. Nine total years of service.

- **Mission Springs** – Chemical stabilization and land application of biosolids since 2015

- **Palm Springs** – Landfilling at the South Yuma Landfill from 2012 and still currently operating.

- **Eastern Municipal** – Three facilities use land application of biosolids, and in Yuma County, Arizona and one facility producing sub Class B biosolids compost its biosolids at the Arizona Soils facility since 2008, and still currently operating. Four total years of service.

PROJECT TEAM

Proposed Staffing and Project Organization – The following information describes the method that Ag Tech will use to manage the Scope of Work/Technical Specifications as well as identify key personnel assigned.

Ag Tech has provided information that describes the education, experience, and applicable professional credentials of Ag Tech's staff assigned to provide the services requested in this RFP as part of the information included in the resumes requested.

Ryan Unruh,
Ag Tech LLC Farm Manager

Ryan joined Ag Tech in 2011, bringing years of experience in agriculture and biosolids operations.
As our Farm Manager he oversees the day to day operation of Ag Tech. He supervises the farm staff in everything from planting through harvesting and facilitates the biosolids application operation.

The responsibilities of Farm Manager include deciding which crops to plant and in what quantities, drawing up planting and harvesting schedules, and coordinating these activities with farm operators. A farm manager might plan the work schedules of full-time employees and decide when temporary workers will be needed. At harvest time the manager may be responsible for deciding when and to whom crops should be sold for maximum profit. If production goals have not been met, the manager is responsible for identifying and correcting the problem to ensure that the farm runs as efficiently and profitably as possible.

Mark Pemberton
General Manager, Western Express Transporter's, Inc.
Mr. Pemberton manages and ensures that shipments into or out of an organization are handled quickly, safely, and within budget constraints. This includes oversight of transportation equipment and personnel operated by our company. He also evaluates shipment options, legal issues, government regulations, and safety procedures as required.

Mr. Pemberton develops and executes policies and procedures for efficient transportation operations. He is in charge of personnel activities and schedules, and he oversees shipment coordination and routing. Mr. Pemberton ensures that customer problems are researched and corrected. He is responsible for staying current with various regulations including those related to hazardous shipments, employee safety, and freight classifications. Maintenance, repair, and replacement of shipping equipment or vehicles are also additional responsibilities.

Kevin Good
Transportation Manager Western Express Transporter's, Inc.

Mr. Good has over 30 years of experience in the transportation industry. Also, Kevin Good is responsible for training, drug screening, safety, insurance and personnel records, responsible for payroll, and various reports, responsible for all DMV, DOT, and FMCSA regulations enforcement and records. Kevin Good is responsible for the daily dispatching of loads and driver assignments.

Ag Tech LLC, its staff and employees would like to thank the City of Calexico for allowing us to participate in the City's RFP for Biosolids Management.

Thank You

ATTACHMENT A

COST PROPOSAL

AG Tech LLC, will, provide Loader/Loaders to load trucks From Calexico's WWTP.

Ag Tech LLC will, provide, Carb Compliant, Registered, and Insured trucks and trailers necessary to accomplish the goals and loading schedules approved by the City of Calexico and the Chief Plant Operator.

AgTech LLC will provide all trained,, experienced and qualified personnel to operate loaders and Commercial Trucks required to meet established goals.

Ag Tech LLC will provide all EPA and ADEQ authorized and registered Land Application Sites required to effectively, and responsibly land apply Class B biosolids from the Calexico WWTP.

Ag Tech LLC will provide all personnel and equipment required to efficiently land apply and beneficially re-use the Class B Biosolids Generated from the Calexico WWTP to produce High Yielding, Nutrient Rich foliage crops.

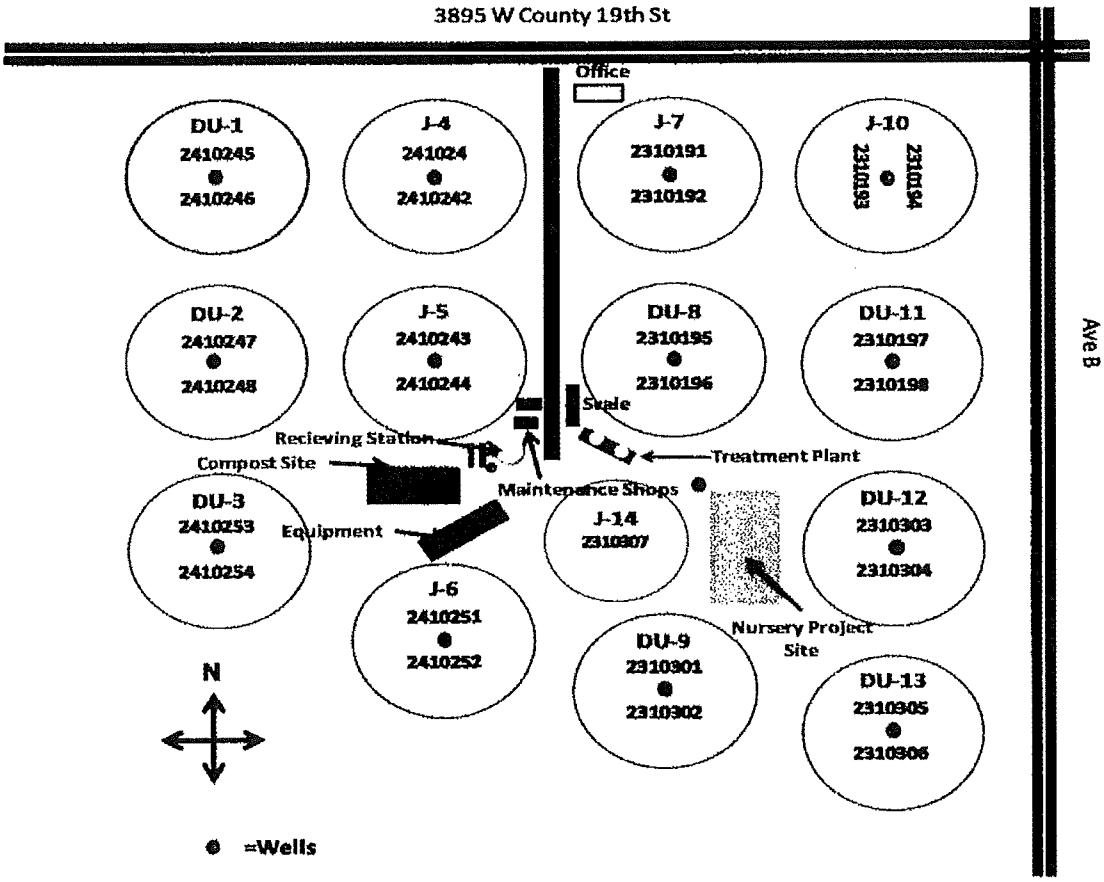
Ag Tech LLC will track monitor and report all such activities to the EPA, ADEQ and the City of Calexico to include Annual reporting requirements.

Ag Tech LLC will maintain all documentation and records of these events indefinitely.

After careful consideration of The City of Calexico's RFP for Biosolids Management, Ag Tech LLC, respectfully submits the offer of $28.85, per wet ton (Twenty Eight dollars, and eighty five cents per wet ton) as compensation for "Full Service" Biosolids Management.

AG TECH LLC

Site Map



Site	Latitude	Longitude	Legal Description				
J-1	N32 32 56.8	W 114 40 46.5	NW4	Section 24	Township 10S	Range	24W,
J-2	N 32 32 30.4	W114 40 46.3	SW4	Section 24	Township 10S	Range	24W,
J-3	N 32 32 04.3	W 114 40 46.3	NW4	Section 25,	Township 10S	Range	24W,
J-4	N 32 32 56.9	W 114 40 15.4	NE4	Section 24	Township 10S	Range	24W,
J-5	N 32 32 30.5	W 114 40 15.4	SE4	Section 24	Township 10S	Range	24W,
J-6	N 32 32 04.2	W 114 40 15.4	NE4	Section 25	Township 10S	Range	24W,
J-7	N 32 32 57.0	W 114 39 44.6	NW4	Section 19	Township 10S	Range	24W,
J-8	N 32 32 30.6	W 114 39 44.4	SW4	Section 19	Township 10S	Range	24W,
J-9	N 32 32 04.4	W 114 39 44.4	SW4	Section 30	Township 10S	Range	24W,
J-10	N 32 32 57.1	W 114 39 13.4	NE4	Section 19	Township 10S	Range	24W,
J-11	N 32 32 30.7	W 114 39 13.1	SE4	Section 19	Township 10S	Range	24W,
J-12	N 32 32 04.4	W 114 39 13.1	NE4	Section 30	Township 10S	Range	24W,
J-13	N 32 31 38.4	W 114 39 12.9	SE4	Section 30	Township 10S	Range	24W,
J-14	N 32 32 15.6105	W 114 39 44.2899	NW4	Section 30	Township 10S	Range	24W,

Attachment C

REFERENCE SHEET

The following are the names addresses and telephone numbers for three (5) municipal or industrial contacts which proposer has provided similar service to within the past five (5) years.

1 Company: Orange County Sanitation District Contact: Jim Colston Address: 10844 Ellis Avenue Fountain Valley, CA 92708-7018	Telephone: (714)962-2411 Fax: (714)962-2591 Email: jcolston@ocsd.com
2 Company: City of Somerton Contact: Jose Palomares Address: P.O. Box 638 501 S. Tumbaga Somerton, AZ 85350	Telephone: (928)627-7840 Fax: (928)341-4794 Email: josepalomares@somertonaz.gov
3 Company: Eastern Municipal Water District Contact: Daniel Howell Address: 2270 Trumble Road, Perris CA 92570	Telephone: (805)378-3005 Fax: (805)529-7542 Email: reddy.pakala@ventura.org
4 Company: City of Yuma Contact: Jermey McCall Address: P.O. Box 13012 Yuma City Hall, One City Plaza, Yuma, AZ 85364	Telephone: (928)373-5000 Fax: (928)373-5012 Email:Jmccall@cityofyuma.com
5 Company: San Elijo Joint Powers Authority Contact: Chris Trees Address:2695 Manchester Ave P.O.Box 1077 Cardiff by the Sea 92007	Telephone: (760)753-6203 Fax: (760)753-5935 Email :ctrees@sejpa.com

AGREEMENT BETWEEN THE CITY OF CALEXICO AND CONTRACTOR FOR WASTEWATER TREATMENT PLANT HAULING AND BENEFICIAL REUSE OF BIOSOLIDS

THIS AGREEMENT, is entered into and effective as of the 21st day of June, 2016, by the **CITY OF CALEXICO, CALIFORNIA, municipal government** (hereinafter referred to as "City"), and AG Tech, LLC, Contractor (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City is in need of services to assist with the hauling and disposal of anaerobically digested dewatered municipal sludge from the Calexico Wastewater Treatment Plant (hereinafter referred to as "WWTP") located at 298 W. Second Street, Calexico, California, and to provide labor and management for such service; and

WHEREAS, the City has found and determined that the most practical and financially responsible method for providing such service is through the utilization of an independent contractor; and

WHEREAS, the City has determined that Contractor is experienced and qualified to provide reliable, timely and environmentally sound Biosolids disposal services described herein; and

WHEREAS, the City finds that entering into this Agreement is in the best interest of the City of Calexico, California.

NOW, THEREFORE, the parties agree as follows:

1. That the above and foregoing is true and correct and agreed upon.

2. **DUTIES OF CONTRACTOR.** Contractor shall provide the following services:

A. Any and all supervision, labor, equipment, materials, permitted disposal sites, permitted storage facilities, permits, licenses, and any other resources necessary for the proper performance of the Agreement, except as otherwise indicated in this Agreement.

B. The loading and removal of the stockpiled sludge from the WWTP and for the transportation of sludge from the WWTP to Contractor permitted disposal sites(s) and/or permitted storage facility(ies) and for the ultimate disposal of such sludge. Contractor shall be responsible for compliance with any and all applicable laws, statues, regulations, ordinances, directives, licenses, and permits during the performance of this Agreement.

C. Performance of the services. Specified in detail in Exhibit "A," "Special Provisions," which is attached hereto and incorporated herein.

D. Workmanship and Supervision. In performing pursuant to this Agreement, Contractor shall provide the highest quality workmanship available.
All work shall be performed by personnel directly employed and supervised by Contractor.

Contractor shall provide management and technical supervision as required to implant the work.
The Chief Plant Operator or designee shall make inspections to determine the Contractors conformity with the specifications as denoted in this Agreement and the adequacy of the work being performed.

E. Equipment. Contractor shall use and furnish, unless otherwise indicated herein, at its own expense, all labor, equipment and materials necessary for the satisfactory performance of the work set forth in this Agreement. Prior to commencing work, Contractor shall make all equipment they plan on using, available for inspection and approval by the Chief Operator. Only City-inspected equipment may be used for this Agreement. All vehicles must be clearly numbered for identification purposes.

Equipment used for hauling sludge shall comply with all permit requirements, and all Federal, State DOT, and local requirements for the state(s) where the vehicle will be used. Sludge hauling vehicles shall be equipped with seals, and splash plates, etc., as needed to prevent leakage or spillage. Tailgate seals, if required, shall be cleaned after each delivery, and equipment shall be scraped free of any sludge that could be dropped on the road. In order to minimize the number of vehicle trips, Contractor should maximize the use of large-capacity vehicles. A sufficient number of vehicles shall be available to allow for standby(s) in case of vehicle failure. In the event of equipment breakdown, it shall be Contractor responsibility to provide substitute equipment as needed. All equipment used for this Agreement shall be kept in good mechanical repair and present an acceptable appearance to the Chief Plant Operator.

Contractor shall park their equipment at the WWTP in orderly manner and only in areas designated by the Chief Operator. Contractor shall be responsible for any damage done to the asphalt roadway or loading area due to the failure of his drivers to properly support the landing wheels of a vehicle. Contractor will not be responsible for normal wear. Parking at the WWTP of Contractor equipment, other than the equipment being loaded is strictly prohibited unless prior approval by the Chief Plant Operator has been obtained.

Contractor must comply with State, County and City road and site dust control laws and regulations. Personnel, equipment and/or materials used for this purpose, is sole responsibility of Contractor.

Contractor must take whatever steps it feels necessary, including the use of chemicals, to ensure that offensive odors are not generated from their vehicles at the WWTP, disposal site, storage facility, or along the haul route. There shall be a thorough washing of all haul vehicles, at a location other that the WWTP, to remove any sludge that may be responsible for odors. In addition, Contractor shall provide to the Chief Plant Operator, copies of Material Safety Data Sheets for al chemicals used and stored on City property.

F. Holidays. The following days are City Holidays on which Contractor shall not be obligated to perform any service:

New Year's Eve	New Year's Day	Martin Luther King Day
President's Day	Cesar Chavez BD	Memorial Day
Independence Day	Labor Day	Admission Day
Veterans' Day	Thanksgiving Day	Day After Thanksgiving
Christmas Eve	Christmas Day	

Access to the facility will be denied on these days. It is the responsibility of Contractor to determine which dates these holidays are observed by the City.

G. Security. Contractor shall comply with the City's regular security and safety regulations, specifically:

(a) Contractor shall develop and implement an Illness and Injury Prevention Program (IIPP) for all employees of the Contractor at the WWTP.

(b) The use, possession, sale or distribution of drugs or intoxicants by Contractor, subcontractor, or any of their employees while on City premises or while actively representing or performing work for the City is prohibited. It shall be responsibility of Contractor to prevent such activities and to remove any employee or subcontractor employee whose ability to perform appears to be affected by the use of drugs or intoxicants. Failure of Contractor to comply with this provision may result in termination of this Agreement. All obligations under this whole or in part to the performance of this Agreement.

3. **TERM OF AGREEMENT.** This Agreement shall be for the period of one year, commencing on the June 21, 2016 and ending on the June 21, 2017.

4. **COMPENSATION**. Compensation and payment shall be as provided in the Special Provision of Exhibit "A."

5. **STANDARD OF PERFORMANCE**. Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

6. **PRINCIPAL IN CHARGE.** Consultant hereby designates _____ as its principal-in-charge and person responsible for necessary coordination with City Manager or his or her designee.

7. **HOLD HARMLESS.** To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

   Without affecting the rights of City under any provision of this Agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by Agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City shown to have been solely at fault and not in instance where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

8. **CONTRACTOR ACKNOWLEDGES THAT ITS OBLIGATION PURSUANT TO THIS SECTION EXTENDS TO LIABIITY ATTRIBUTABLE TO CITY, IF THAT LIABIITY IS LESS THAN THE SOLE FAULT OF CITY.**

   Contractor agrees to obtain executed indemnity agreement with provisions identical to those set forth here this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section.

9. **INSURANCE AND ADDITIONAL REQUIREMENTS FOR HAZARDOUS MATERIALS.** Without in any manner limiting the City's right to indemnification, it is agreed that Contractor shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, special and additional insurance coverage provided by insurance companies authorized to transact insurance business in the State of California as follows:

Worker's Compensation Insurance as required by California statues.

Commercial or Comprehensive General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability (including death) and Products/Completed Operations Liability in an amount of not less than one million ($1,000,000) per occurrence, combined single limit.

Comprehensive Excess Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injuring Liability (including death) and Products/Completed Operations Liability in an amount of not less than one million dollars ($1,000,000) per occurrence combined single limit.

Comprehensive Automobile Liability Coverage, including owned, non-owned and hired vehicles, in an amount of no less than one million ($1,000,000) per occurrence combined single limit, no aggregate.

Environmental Impairment (Pollution Legal Liability) Insurance in an amount of not less than one million dollar ($1,000,000) per occurrence, combined single limit, no aggregate, and Contractor's Pollution Liability Insurance in an amount of not less than one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) aggregate.

Prior to commencing any work under this Agreement, Contractor shall deliver to the City certificates of insurance in the standard accord form confirming coverage required by this Agreement and providing thirty (30) days prior written notice to the City in case of limitations of scope or coverage, cancellation or termination. The City of Calexico, and its officers, and employees (collectively, the "City") shall be named as an additional insured on each insurance policy required by this Agreement, excepting policies for Worker's Compensation and Environmental Impairment Liability provided; however, that the City shall not be included as an additional insured for claims, suits, demands or losses arising out of the City's negligence, omissions or misconduct. Said endorsement(s) shall be signed by an authorized representative of the insurance company, and shall include the signatures of company affiliation and title, and shall be delivered to the City prior to the City's execution of this Agreement. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation acceptable to the City, which confirms that the individual signing said endorsement is authorized to do so by the insurance company. It is agreed that any insurance maintained by the City shall apply in excess of and shall not contribute to insurance provided by Contractor.

In addition to any remedies the City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the City may at its sole option:

A. Order Contractor to stop work under this Agreement and withhold payment(s), which become due to Contractor, hereunder until Contractor demonstrates compliance with the requirements hereof; or

B. Terminate this Agreement.

Exercise of any of the above remedies, however, is an addition to other remedies the City may have and is not exclusive remedy for Contractor failure to maintain insurance or secure appropriate endorsements.

10. **COMPLIANCE WITH ALL LAWS**. In performing the services hereunder, Contractor shall comply with all applicable laws, including, without limitation, those relating to health and safety, licensing, environmental, and the like.

11. **PERMITS, LICENSES, CERTIFICATE**. Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

12. **INDEPENDENT CONTRACTOR**. In performing the services described herein, Contractor, its agents, officers, and employees shall be independent contractor of City and shall not be treated or considered employees of City.

13. **CONSULTANT NOT AGENT**. Except as City Manager may specify in writing, Consultant, and its agents, employees, subcontractors and sub consultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

14. **CONFLICT OF INTEREST**. No member, officer, or employee of City, during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof and Contractor agrees not to allow, permit, grant, transfer or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

15. **LAW GOVERNING**. This Agreement shall be governed by the laws of the State of California. Any suit, brought by either party against the other, arising out of performance of this Agreement shall be filed and maintained in a court of competent jurisdiction in the County of Imperial or in the U.S. District Court, Southern District of California.

    Consultant shall promptly inform City Manager, or his or her designee, of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

16. **MODIFICATION OF AGREEMENT**. This Agreement may be modified only by a written amendment signed by both parties hereto.

17. **ASSIGNABILITY**. Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor obligations hereunder, without the prior written consent of City, and any attempt by Contractor to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

18. **TERMINATION**. Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either party for any reason of whatever nature upon sixty (60) days written notice as follows:

CONTRACTOR: AG Tech, LLC.
P.O. Box 2854
Yuma, AZ 85366

CITY: City Manager
City of Calexico
608 Heber Ave
Calexico, CA 92231

19. **FAIR EMPLOYMENT PRACTICES**. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

    Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

    Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

20. **NON-DISCRIMINATION.** Contractor shall comply with the provisions of Presidential Executive Order No. 11246 of September 24, 1965, and all other orders, regulations and laws governing non-discrimination in employment, including in particular, Section 122 (a) of the State and Local Fiscal Assistance Act of 1972.

21. **FORCE MAJEURE**. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such party (hereinafter called "Forced Majeure"). Force Majeure includes but is not limited to any of the following, if reasonably beyond the control of the party claiming Force Majeure: delays caused by the other Party, war (declared or undeclared), blockades, hostilities, riots, strikes, lockout or other labor disturbances, epidemics, fires, storms, delays or interruptions in transportation, or any laws, regulations or ordinances of any government, governmental agency or court having or claiming to have jurisdiction over any part to this Agreement, or any other cause (whether or not of kinds specifically mentioned herein). Notwithstanding anything in this Agreement, Force Majeure does not include Contractor failure to obtain necessary permits, licenses, exceptions, or other authorization required to perform this Agreement.

22. **WAIVER**. City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

23. **ENTIRE AGREEMENT**. This Agreement represents the entire understanding of the parties as to these matters, contained herein. No prior oral or written understanding shall be of any force or effect with respect to these matters covered hereunder.

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

"City" **CITY OF CALEXICO**

BY:_____

Nick Fenley, Interim City Manager

"Contractor": BY: _____

APPROVED AS TO FORM:

Office of the City Attorney

_____

Carlos Campos, Interim City Attorney

ATTEST:

_____

Gabriela Garcia, Deputy City Clerk

Lucky Recycling Group
702 Industry Way
El Centro, Ca 92243

Removal of Biosolids Bid

Bid 6-2-16

Attention: Jose A. Lopez

City of Calexico
298 W Heber Ave
Calexico, Ca 92231

LUCKY
RECYCLING GROUP, INC.
Recycling · Waste Disposal · Reclamation · Processing

May 31, 2016
City of Calexico
Wastewater Treatment Plant
Calexico, CA 92231

Requested Proposal for Removal of Biosolids from Wastewater Treatment Plant

Mr Lopez,

Our bid to load, haul, and dispose of wastewater biosolids from City of Calexico Water Treatment Plant is as follows:

- Loading of biosolids from City of Calexico Water Treatment Plant
- Transportation to disposal location: Salton City Landfill Hwy 86 Salton City, CA
- Documentations and manifesting, if required.

Total cost per ton: $59.55

Respectfully,

Dan Drewek
Lucky Recycling Group
702 Industry Way
El Centro, Ca 92243

LUCKY
RECYCLING GROUP, INC.
Recycling · Waste Disposal · Reclamation · Processing

Reference list

R.D. Brown Co.
1850 Willowhaven Rd
Encinitas, CA 92024
760-994-8500
rdbcinc@sbcglobal.net

Jackson Property
11583 Big Canyon Lane
San Diego CA 92131
Mary Jackson
760-455-6020
jessicastzer@gmail.com

Calexico Unified School District
1085 Andrade Ave. C
Calexico, CA 92231
Jeremy Nielsen 760-768-3888
jnielsen@cusdk12.org

Mike Abatti Farms
702 Industry Way
El Centro, CA 92243
Gloria Trantham
760-352-0755
glottt@sbcglobe.net

Havens & Sons Trucking, Inc
603 E. Main St
El Centro, CA 92243
Kathy Havens
760-352-6735
kathy@havensandsons.com

Proposers' Background Attachment

A. Lucky Recycling Group is a merger of several different entities that range back to 1947 Formal corperation consolidation date is January, 2016

B. California office: 702 Industry Way El Centro, CA 92243

C. Office, shop, and field staff total: 12. Part-time staff total: 3.

D. All employees report to home office: 702 Industry Way El Centro, CA 92243

E. Point of contact for this contract:

Daniel Drewek	760-460-1499	dandrewek@gmail.com
Edwin C. Mealey	760-427-9230	
Rod Mealey	760-556-8921	

F. Ed Mealey Construction Company, Desert Recycling, and Lucky Tire merged to form Lucky Recycling Group on the first of January 2016. Ed Mealey Construction Co. has been actively working in Imperial County since the early 1960's. Lucky Tire recycling has been in operation since 1998 and Desert Recycling started service in our area in 2012. Waste industry experience began in 1993 for Dan Drewek.

G. Dan Drewek, has been the manager of several waste management companies and is also currently part-owner of ADC Compactors. Over the last 23 years he has had experience in all aspects of the waste and recycling industry. He has also operated contracts ranging from several thousands to 8 million dollars annually.

Dan Drewek worked his way through the ranks from driver, lead driver, crew leader, driver trainer, safety manager, transfer station manager, supervisor, large account manager, employee relation manager/negotiator, operations manager, site manager, general manager and owner. Due to all this experience, Dan Drewek is very knowledgeable in every aspect of the waste and recycling industry.

Edwin C. Mealey started his first trucking company in 1947, adding, building, and expanding his company in 1955. In 1977 Edwin received his C-21 demolition license and in 1998 Edwin opened Lucky Tire Recycling.

Lucky Recycling Group or any of its affiliated companies have never failed to complete governmental or private business agreements.

IMPERIAL COUNTY

PUBLIC HEALTH DEPARTMENT

DIVISION OF ENVIRONMENTAL HEALTH

Permit

This is to certify that the facility shown on this permit has complied with the rules and regulations of this department, and is hereby granted permission to operate the type of facility indicated.

Facility ID # FA0006861

FACILITY PERMITTED

Lucky Recycling Group
702 Industry WAY
El Centro, CA 92243

VALIDATED
JAN 12 2016
County of Imperial
Division of
Environmental Health

OWNER ON RECORD

Edwin Mealey
1805 Bass Cove Rd
El Centro, CA 92243

2016

ISSUED FOR

Solid Waste Bin(s) - Annual Permit

240 Bins

PERMIT NUMBER

PT0016231

DATE ISSUED — *PERMIT EXPIRES*

01/12/2016 — 12/31/2016

IN THE EVENT A FACILITY IS 1) EXTENSIVELY REMODELED, OR 2) A CHANGE OF OWNERSHIP OCCURS, OR 3) THE NATURE OF THE OPERATION CHANGES, YOU MUST NOTIFY THE IMPERIAL COUNTY, PUBLIC HEALTH DEPARTMENT AT 442-265-1888 .

THIS PERMIT IS NON-TRANSFERABLE AND MUST BE DISPLAYED IN A PROMINENT LOCATION

THIS PERMIT MUST BE PROMINENTLY DISPLAYED <u>WITHIN THE PERMITTED FACILITY</u>

PLEASE FORWARD THIS PERMIT TO THE FACILITY SHOWN BELOW

Lucky Recycling Group
702 Industry WAY
El Centro, CA 92243

DATE PRINTED : 01/12/2016
INVOICE # : IN0024856

Edwin C. Mealey
Lucky Recycling Group
702 Industry Way
El Centro, CA 92243