

**CONTRACT FOR SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

Synegro West, LLC  
Consultant

|                                     |                  |           |              |
|-------------------------------------|------------------|-----------|--------------|
| <u>435 Williams Court Suite 100</u> | <u>Baltimore</u> | <u>MD</u> | <u>21220</u> |
| MAILING ADDRESS                     | CITY             | STATE     | ZIP          |

CONSULTANT'S STATE LICENSE CLASSIFICATION & NUMBER (if required) hereinafter referred to as "Consultant".

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for Biosolids Hauling

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

**AGREEMENT**

**1. SCOPE OF SERVICES:**

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. To eliminate doubt, in the case of conflict between Consultant's proposal or Consultant's attachments and the City's Contract and

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attachments, the City's Contract and attachments shall take precedence over Consultant's proposal and attachments.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

## 2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this Contract terminated on Tuesday, March 30, 2027, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

## 3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Payment Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this Contract exceed Two Million Eight Hundred Seventy Seven Thousand Dollars and Zero Cents (\$2,877,000.00) without City's prior written approval.

B. Said amount shall be paid upon submittal of monthly billings showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

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**4. TERMINATION:**

A. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract in the manner provided in Section 5.

**7. PROPERTY OF CITY:**

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

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**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

**10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

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**12. INTEREST IN CONTRACT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

**16. CONSULTANT TO PROVIDE INSURANCE:**

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

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B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) minimum limit for general aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

c. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

2. *Automobile Liability.* If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than one million dollars (\$1,000,000) minimum limit per accident for bodily injury and property damage.

3. *Workers' Compensation and Employers' Liability.* Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

4. *Professional Liability.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception

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date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Consultant.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

**17. MISCELLANEOUS PROVISIONS:**

## ATTACHMENT 2

Contract for Services  
Synegro West, LLC

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Dustin Valiquette  
Wastewater Operations Manager  
City of Manteca  
1001 W. Center St.  
Manteca, CA 95337

Consultant:

Rhylee Callan  
Contract Administration Manager  
Synegro West, LLC  
435 Williams Court Suite 100  
Baltimore, MD 21220  
(410) 537-6154  
rcallan@synagro.com

E. Governing Law and Venue. This Contract shall be interpreted and governed by the laws of the State of California, and any legal action relating to this Contract shall take place in the Superior Court, County of San Joaquin.

F. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Contract.

G. Severability. If any provision of this Contract is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving

## ATTACHMENT 2

Contract for Services  
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a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the name of five (5) qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

K. Execution. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

L. Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Contract. Each party warrants to the other that the signature to this Contract have the legal power, right, and authority to enter into this Contract and to bind each party.

CITY OF MANTECA

By: \_\_\_\_\_  
Gary Singh, Mayor

ATTEST:

By: \_\_\_\_\_  
Cassandra Candini-Tilton, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Daniella Green, Assistant City Attorney

CONSULTANT

By: \_\_\_\_\_  
Title: Contract Administration Manager

EXHIBIT A

Scope of Work/Consultant Proposal



City of Manteca  
Department of Public Works,  
Water Resources Division - WQCF

Carl Brown, Director  
1001 W. Center Street, Manteca, CA 95376

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NOTICE OF INTENT TO AWARD  
2024-PW106 Biosolids Hauling

Tuesday, February 20, 2024

Synegro West, LLC  
Emil Kneis, Sales Support Manager  
Ekneis@synagro.com

After review of all responses received pursuant to the above listed project and the solicitation document, the Public Works Department hereby issues this Notice of Intent to Award to your company Synegro West, LLC.

We forwarded your proposed changes to the City's form agreement to the City Attorney's Office for review. Because this is the City's standard contract, the City will not accept any changes, including the proposed changes to either the force majeure provision or the punitive damage provision as proposed.

Please provide the following documents by close of business February 28, 2024.

- Any Required Licenses or Certifications
- All Insurance Requirements in this Solicitation - As Required and listed in the RFP

A contract will be sent to you for signature once the items above have been received. Our purchasing policy requires this contract to be approved by our City Council. We have this item (23-576) scheduled on the Council Agenda for March 5, 2024.

Cordially,

**Dustin Valiquette**

Digitally signed by Dustin  
Valiquette  
Date: 2024.02.20 16:28:40  
-08'00'

Dustin Valiquette, Wastewater Operations Manager  
(209) 456-8450  
dvaliquette@manteca.gov

Bid for  
Biosolids Hauling  
for  
CITY OF MANTECA



Submitted on  
February 6, 2024



ADDENDUM NO. 1  
Biosolids Hauling

January 23, 2024  
Page 1 of 2

ADDENDUM NO. 1  
TO  
REQUEST  
FOR  
PROPOSALS

BIOSOLIDS HAULING  
RFP# 2024-PW106

ADDENDUM NO. 1  
Biosolids Hauling

January 23, 2024  
Page 2 of 2

This Addendum No. 1 shall become a part of the Contract and all provisions of the Contract shall apply thereto.

**Bidder shall acknowledge receipt of Addendum Number 1 by signature and enclosure along with their Proposal Package.**

**ADDENDUM NO. 1**

Page 18 of the RFP PRICING

**PRICING**

All proposal costs shall be formatted in cost per wet ton based on location transported, type of disposal, and fuel surcharge. Weekly average from OPUS must be attached when figuring Fuel Surcharge. Location of disposal and type of disposal selection criteria shall be explained. If compost and or land application is to be used year round please explain storage capacity as the City has limited storage.

The City will allow the [Gasoline and Diesel Fuel Update - U.S. Energy Information Administration \(EIA\)](#) website to be used as an alternative to OPUS. Proposal must identify which source they are using.

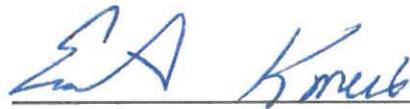
This Addendum No. 1, pages 1 through 2, shall become part of the Request for Proposal, Contract and all provisions of the Contract shall apply thereto.

The Contract Time is not changed.

The Proposal Due Date is not changed by this addendum.

Proposers shall acknowledge receipt of Addendum Number 1 by signature below. The signed acknowledgement shall be enclosed and submitted to the City with their proposal package at the Time the Proposals are due, no later than 3:00 PM on February 6, 2024.

Acknowledgement



Proposers Signature



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## Section I – Transmittal Letter

FEBRUARY 6, 2024

City of Manteca  
City Clerk's Office  
Dustin Valiquette, Public Works Operations Manager  
1001 W. Center Street  
Manteca, CA 95337

**Re: RFP For Biosolids Hauling**

Dear Mr. Valiquette:

Synagro West, LLC (Synagro) is pleased to respond to the City of Manteca's Request for Proposals for Biosolids Hauling. We have enclosed for your review our completed bid package and required information.

Having been in business for over 42 years, Synagro is one of the largest residuals management companies in the country with over 650 municipal and industrial customers and operations in 38 states and Canada. We provide various residuals management services to numerous water and wastewater treatment plants throughout California and have extensive equipment and personnel resources in place to successfully complete this project for the city.

**Project Commitment**

In over 42 years Synagro has managed ten . We pledge to the city our commitment that we will provide complete professional services. This proposal shall be valid for a 90-day period. Additionally, Synagro will obtain a city of Manteca business license if it does not already possess one.

**Compliance With Terms and Conditions:**

Synagro is willing to comply with the terms and conditions of the contract. However, we would like to point out that the following questions were timely submitted but not answered. Should the City select Synagro as its preferred service provider, we would recommend consideration of the modifications below, which would be in the best interest of both parties. Question #3 regarding the provision of PFAS information can be accomplished through alternate channels.

- 2. Will the city consider modifying the period for cancellation of contract for convenience to 180 days? Since either party may terminate, it is in the best interest of the city to have adequate time to make alternate arrangements for biosolids management and also offers the contractor adequate time to reallocate its finite capacity to other generators.*





3. *Will the City provide the bidders with all PFAS / PFOA or other 40 CFR 503 Regulated Materials testing data for the last 10 years, if available? Are there plans by the City to test the materials articulated within the Scope of Work for PFAS / PFOA or other 40 CFR 503 Regulated Materials during the duration of the proposed contract agreement?*
4. *Will the City agree to modify Section 1.5 of the Provided Sample Contract Agreement to stipulate that Progress Payments are to be made "30 days upon receipt of properly formatted invoice" removing the term "30 days after approval of monthly invoice by City Staff"?*
5. *Contractor requests the addition of Section 31. Force Majeure*  
**31. Relief for Force Majeure/Uncontrollable Circumstances; Change in Law**

*Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); riot, insurrection; equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Contract. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms in order to mitigate the effects of such event or to comply with a change in law or regulation or interpretation thereof. Contractor shall be entitled to additional time and compensation if such event delays performance into a season different from that assumed when this Contract was executed. Contractor and City shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances."*

6. *Contractor requests the addition of Section 32 to the Contract - Mutual Waiver of Consequential Damages*  
**32. Mutual Waiver of Consequential Damages** - *Neither party shall be liable for consequential or punitive damages on any claims arising out of the performance or non-performance of obligations under the Contract."*

Synagro appreciates this opportunity. Should you have any questions regarding our submittal or require any additional information, please contact John Pugliaresi at (650) 219-6380 or [jpugliaresi@synagro.com](mailto:jpugliaresi@synagro.com). We look forward to hearing from you soon.

Warm regards,

Emil Kneis, Sales Support Manager  
Synagro West, LLC  
435 Williams Court Suite 100





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Baltimore, MD 21220  
(443)489-9000  
Ekneis@synagro.com



435 Williams Court, Suite 100  
Baltimore, MD 21220  
www.synagro.com



March 10, 2023

Delegation of Authority

**Emil Kneis**

I, **Robert Preston**, Director and President of Synagro Technologies, Inc. and all its affiliates and subsidiaries, hereby delegate to you, **Emil Kneis, Sales Support Manager**, authority to sign as an officer or as an authorized person binding bids, awarded contracts, contract renewals, contract extensions, bid bonds and performance bonds. Also, I delegate to you the authority to sign as an officer or as an authorized person any business-related applications and other agreements as necessary to provide uninterrupted service to current and new customers.

Such authority does not alter our internal approval processes. This delegation of authority is valid from the date of this letter until revoked by me.

A handwritten signature in blue ink, appearing to read "R. Preston".

---

Robert Preston  
Director and President





## Section 2 – Technical Approach to Scope of Services

Synagro's work plan is designed to reliably and sustainably manage the dewatered biosolids generated by the City of Manteca wastewater treatment facility. The work plan is as follows:

### **Loading and Transportation of biosolids:**

Biosolids will be loaded into aluminum end dump trailers attached to semi-trucks. Loading will be performed either by city personnel or by drivers who are experienced and qualified to operate wheel loaders provided by the city. The trailers have gasketed tailgates and are tarped prior to leaving the facility, in accordance with California Public Health and Safety Requirements for the transportation of biosolids. The biosolids will be transferred to any of the four facilities listed in the biosolids end use section below.

All drivers are required to understand the characteristics and hazards associated with transporting biosolids. They are required to complete an orientation program with specific emphasis on safety and emergency response. All transporters are required to maintain a written spill response plan in their vehicles.

### **Beneficial End Use of Biosolids:**

Biosolids will be delivered to any of the 4 following end use sites. All of these sites are either owned by Synagro or under permit issued to and in operational control of Synagro. This ensures that the City's biosolids will not be denied delivery as could happen with sites controlled by third parties (i.e. landfills). All of the programs listed below fully comply with the provisions of SB 1383 which requires the diversion of organic waste from landfills.

- **Synagro Central Valley Compost Facility** – Dos Palos, Merced County, CA – conversion of biosolids to class A EQ compost which is resold in the local agricultural market. This facility is available year-round, including inclement weather.
- **Liberty Compost Facility** – Lost Hills, CA - conversion of biosolids to class A EQ compost which is resold in the local agricultural market. This facility is available year-round, including inclement weather.
- **Merced County Land Application Program** – Merced County, CA land application of class B biosolids for beneficial agricultural use in accordance with 40CFR Section 503 and the California General Order for the management of biosolids.
- **Silva Ranch Land Application Program** – Herald, CA - land application of class B biosolids for beneficial agricultural use in accordance with 40CFR Section 503 and the California General Order for the management of biosolids. The site is available year-round and includes a permitted 7-day storage and staging facility to allow for delivery of material during inclement weather.

### **Benefits of Land Application and Composting**

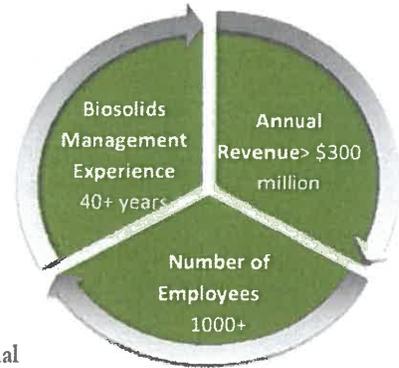
- Carbon sequestration through incorporation of biosolids
- Provides soil nutrients and micronutrients that promote healthy soil.
- Reduces or eliminates the need for commercial fertilizer which requires fossil fuel and is energy intensive to produce.
- Provides economic benefit to marginal farming operations by increasing yield without the cost of commercial fertilizers.





## Section 3 – Experience, Qualifications and References

Founded in 1986, Synagro’s core business is the environmentally sound and economically viable management of municipal biosolids, including project development, operations and biosolids product distribution. Through this focus, Synagro has grown to be North America’s leading provider of high-quality, cost-effective biosolids management and beneficial use solutions.



Synagro annually manages more than 14 million tons of wastewater biosolids and other organic by-products. Synagro employs a team of 1000+ professional engineers, soil scientists, agronomists, construction managers, financial managers and the largest, most diverse operational staff in the industry. Our team is dedicated to working with our clients to find the right solution to their organic residuals management challenges. Synagro, and its subsidiaries, are at the forefront of the environmental movement to safely process and market organic residual materials for beneficial uses.

Synagro owns no proprietary technology which enables us to offer nearly all commercially viable processing options and product marketing channels for biosolids and organic residuals and allows us to develop projects that fit a municipality’s unique needs. Our breadth of experience developing, building, financing as necessary, and operating and maintaining the complete range of biosolids options listed below is unique to Synagro.

- Heat-drying and pelletization
- Composting
- Incineration
- Digestion
- Product marketing & distribution
- Dewatering (installation and operation)
- Mobile dewatering
- Land application and reclamation
- Lagoon and digester cleaning
- Alkaline stabilization
- Rail transportation

Synagro currently operates 14 heat-drying facilities, three thermal processing facilities serving multiple regional generators, seven composting facilities (six of which provide capacity for numerous generators), more than a dozen alkaline stabilization facilities, and in excess of 75 permanent and mobile dewatering facilities.

In addition, we provide final product distribution as a key component of many of these projects. Our Product Sales and Marketing team is responsible for successfully managing approximately 300,000 tons per year of AllGro® compost and 170,000 tons of Granulite® fertilizer pellets (heat-dried biosolids). We have an unrivalled understanding of the markets for these products and continuously work to broaden the suite of outlets for these materials. As an example, Synagro pioneered the use of heat-dried biosolids as an alternative fuel resource in cement manufacturing. When Synagro operates a facility, we include product distribution services in our operation; however, we also work with municipally operated facilities to assist in managing their products.



**Manteca References****Agency Name****Stockton, CA, City of**

2500 Navy Drive, Stockton, CA

Ali Gharegozloo, P.E. [Ali.Gharegozloo@stocktonca.gov](mailto:Ali.Gharegozloo@stocktonca.gov)

Phone 209-937-8787

Length of Contract 5 years with 2 five-year options to extend

Years of service 1998 to present

Annual Contract Value \$2.4 million to \$3.9 million

Type of service : Load, transport and land application or composting of class b biosolids, lagoon dredge, dewater, transport and land apply biosolids, digester cleaning, emergency temporary dewatering

**Agency Name****East Bay Municipal Utility District**

2020 Wake Avenue, Oakland, CA

Rebecca Overacre, P.E. Overacre, Rebecca <[rebecca.overacre@ebmud.com](mailto:rebecca.overacre@ebmud.com)>

Phone 510-287-1251

Length of Contract 5 years

Years of service 2017 to present

Annual Contract Value \$2.8 million

Type of service : Load, transport and land application or composting of class b biosolids

**Agency Name****Roseville, CA, City of**

1800 Booth Road, Roseville, CA

Bryan Buchanan, P.E. [bbuchanan@roseville.ca.us](mailto:bbuchanan@roseville.ca.us)

Phone 916-746-1812 Fax 916-746-1832

Length of Contract 5 years

Annual Contract Value \$1.7 million

Years of service 2005 to present

Type of service : Transportation and land application and/or composting of class b biosolids

**Agency Name****Union Sanitary District**

5872 Bettencourt Drive Union City, A

Armando Lopez, P.E. > [armandol@unionsanitary.ca.gov](mailto:armandol@unionsanitary.ca.gov)

Phone 510-477-7517

Length of Contract 3 years

Years of service 1991 to present

Annual Contract Value \$1.5 million

Type of service : Transportation and land application and/or composting of class b biosolids

**Agency Name****Delta Diablo Sanitary District**

2600 Pittsburg-Antioch Highway, Antioch, CA

Joaquin Gonzalez, P.E. [joaquin@deltadiablo.org](mailto:joaquin@deltadiablo.org)Phone

925-756-1971

Length of Contract 3 years

Years of service 1991 to present

Annual contract value: \$900,000

Type of service : Transportation and land application and/or composting of class b biosolids





## Section 4 – Proposer’s Staff

### KEY PERSONNEL BIOS

#### John Pugliaresi, Sr. Area Sales Manager

John Pugliaresi is Synagro’s West Region sales director. He is responsible for providing strategic guidance to our municipal and industrial customers in Arizona, California, Colorado, Oregon, and Washington to develop both facility- and services-based, environmentally sustainable, solutions for their biosolids management needs. He has more than 30 years of experience in this field. His areas of expertise include finance and accounting, operations management, and sales.

In a previous role with the company, he was responsible for the development of operations and maintenance for all Synagro projects throughout the West Region.

Prior to Synagro, John served in a series of environmental services roles of increasing responsibility with Norcal Solid Waste Systems, USA Waste Services, and Waste Management.

JP has a bachelor’s degree in accounting from the University of California, Berkeley.

#### Jerry Havens, Project Manager

Jerry Havens has been with Synagro for over 20 years and has been the site manager of Synagro’s Central Valley Compost (CVC) in Dos Palos for the past 10 years. He is responsible for all aspects of the composting operation at CVC, which is a windrow facility composting biosolids and green waste, making an EQ compost material.

In keeping with Synagro’s commitment to staying at the forefront of the compost processing industry, Jerry has been involved with the US Composting Council courses to obtain the best knowledge to generate EQ material. Before being involved with the composting operation with Synagro, Jerry was with the transport side of Synagro in Corona, Chino, Bakersfield and Fresno dispatching material to the Los Angeles area and Central Valley farmers.

#### Simranpreet Kaur, Area Director

As the Area Director of Synagro’s West region, Simranpreet Kaur responsibilities include operations management of current projects and to provide strategic growth for the business by developing most cost-efficient planning and solutions; maintain strong relationships with current and future customers; prepare permit applications, nutrient management plan and maps for land-application sites; and understand the needs of customers, farmers, regulators and sub-contractors on daily basis for successful operations of the projects, land application of biosolids and create best possible solutions.

Prior to joining Synagro Simi was a Graduate Research Assistant at the University of Nebraska where she planned and conducted field and greenhouse research experiments across various locations in Nebraska including preparing protocols for field layout, mixing and spraying pesticides, data collection, analysis and





interpretation. She developed Integrated Pest Management techniques to control glyphosate-resistant Giant Ragweed (*Ambrosia Trifida*) throughout the growing season. Simi's published five research papers during this time in renowned agricultural journals.

Simi holds an MS in Agronomy from the University of Nebraska-Lincoln and a BS in Crop Science from the Punjab Agricultural University in Punjab, India.

### **Bruce MacLeod, Technical Services Director**

As Technical Services Director of Synagro's Central and West regions, Bruce MacLeod is responsible for overseeing land acquisition, permitting, monitoring, reporting, public relations, and monitoring of regulatory changes/developments. Bruce supervises the Technical Services Management staff which interfaces with regulatory agencies, farmers and residuals generators to implement land application and other beneficial use programs. He assures the quality of Synagro's beneficial use programs and assists with strategic planning, development and operations management.

Bruce has been with Synagro since 1992. Prior to joining the company, he managed a large full-service farm service cooperative. Bruce holds a Bachelor of Science in Crop Science from the University of Guelph in Ontario, Canada and an MBA with a concentration in Project Management. He is a Certified Crop Adviser, certified by the American Society of Agronomy, and a member of the Ohio Water Environment Association.

This is to certify that any employee or subcontractor assigned to work specifically in a confidential area (as determined by the City) has or will pass a criminal background check. Synagro, as proposer, will be responsible for payment of all background checks and security screenings.



**Appendix B**

**Proposer Information Form**

**General Information**

Business Name: Synagro West, LLC

Business Type:

Corporation (State of Incorporation DE )  Partnership

Sole Proprietorship  Other: \_\_\_\_\_

Business Federal Tax ID Number: 76-0612566

DIR Number: 10000949390 subcontractor Y/N N

**Corporate Headquarters**

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

**Local Office (If Applicable)**

Address: \_\_\_\_\_

**Authorizing Contact**

Name: Emil Kneis Title: Sales Support Manager

Telephone: 410-688-4438 Mobile: 410-688-4438

Email: ekneis@synagro.com

**Primary Contact**

Name: John Pugliaresi Title: Sr. Area Sales Manager

Telephone: 650-219-6380 Mobile: 650-219-6380

Email: jpugliaresi@synagro.com

**Important! - If you will be using subcontractors, please use this form to attach contact information and DIR numbers for each.**



# APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

## Registration Information

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Type: Public Works  
Period: 07/01/2023 06/30/2024

## Contractor Information

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Contractor Name: JESS RANCH TRUCKING  
Trade Name: JESS RANCH TRUCKING  
License Type Number: 1000007356

## Contractor Physical Address

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|   |   |
|---|---|
| Physical Business Country: United States of America | Physical Business City/ Province: MANTECA |
| Physical Business Address: 1886 NORTHGATE DR.       | Physical Business State: CA               |
|   | Physical Business Postal Code: 95336      |

## Contractor Mailing Address

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|   |                                 |
|---|---------------------------------|
| Mailing Country: United States of America | Mailing City /Province: MANTECA |
| Mailing Address: 1886 NORTHGATE DR.       | Mailing State: CA               |
|   | Mailing Postal Code: 95336      |

## Contact Info

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|                |  |
|----------------|--|
| Daytime Phone: | Daytime Phone Ext.:                    |
| Mobile Phone:  | Business Email: jesstalkn@yahoo.com    |
|                | Applicant's Email: jesstalkn@yahoo.com |

## Workers' Compensation

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### Professional Employer Organization (PEO)

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Do you lease employees through Professional Employer Organization? No

### Workers' Compensation Overview

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Carrier: Inception Date:  
Policyholder Name: Expiration Date:  
Policy Number:

## Certification

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- Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award
- Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, Jerrod Jess, the undersigned, am , JESS RANCH TRUCKING with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 9:50 AM

## Legal Entity Information

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**Legal Entity Type: Sole Proprietorship**

Name: JESS RANCH TRUCKING

**Appendix D  
Proposal Pricing Sheet**

**SCHEDULE OF PRICES – BIOSOLIDS LOADING, HAULING AND DISPOSAL**

The City of Manteca reserves the right to award bid or reject any and all bids.

| Description   | Quantity             | Unit Price/ton | Price        |
|---|----------------------|----------------|--------------|
| <b>Biosolids Loading, Hauling and Disposal</b> <ul style="list-style-type: none"> <li>• Loading</li> <li>• Hauling</li> <li>• Disposal</li> </ul> | 9,000 Wet Tons       | \$89.87        | \$808,830.00 |
| <b>Fuel surcharge if applicable</b><br>Weekly average from OPUS must be attached when figuring Fuel   | Surcharge Per Gallon | \$5.10         |              |

\*Fuel surcharge is to be negotiated between Synagro and the City of Manteca using \$5.10 per gallon as the base price for calculation of the surcharge

**Bidder Information:**

  
 \_\_\_\_\_  
 Authorized Bidder Signature

February 2, 2024  
 \_\_\_\_\_  
 Date

Emil Kneis  
 \_\_\_\_\_  
 Name of Authorized Bidder (Printed)

Sales Support Manager  
 \_\_\_\_\_  
 Title of Authorized Bidder (Printed)

Synagro West, LLC  
 \_\_\_\_\_  
 Company Name

410-688-4438  
 \_\_\_\_\_  
 Phone Number

435 Williams Court, Suite 100  
 \_\_\_\_\_  
 Street Address

Baltimore MD  
 \_\_\_\_\_  
 City / State

21220  
 \_\_\_\_\_  
 Zip Code

DIR Number: 10000949390

Authorized Person to initial next to the acknowledgement.

 I acknowledge that I have read any addendums to this RFP.

 I acknowledge that I have read the Question and Answers portion of the RFP

**Appendix E**

**Addendum Receipt**

**ADDENDUM RECEIPT**

Synagro West, LLC (PROPOSER) acknowledges it has received and read all of the following Addenda:

Public Works Water Resources, WQCF Division: RFP Bio Solids Hauling

Addendum # 1 Signature 

Addendum # \_\_\_\_\_ Signature \_\_\_\_\_

Signature 

Date February 2, 2024

Title Emil Kneis, Sales Support Manager

Company Name Synagro West, LLC

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: \_\_\_\_\_  
Contract Administration Manager

EXHIBIT C

Payment Schedule



**ATTACHMENT C**  
PAYMENT SCHEDULE

Payments to be issued as indicated within the Scope of Services as agreed upon, between City of Manteca staff and Synegro West LLC on an as needed basis. Not to exceed total contract amount of \$2,877,000.00

- Monthly Charges are dependent on how many loads are processed.
- Charges will be between \$20,000.00 and \$40,000.00 per month.

