

Bid for
Biosolids Hauling

for

CITY OF MANTECA



Submitted on

February 6, 2024



ADDENDUM NO. 1
Biosolids Hauling

ATTACHMENT 1

January 23, 2024
Page 1 of 2

ADDENDUM NO. 1

TO

REQUEST

FOR

PROPOSALS

BIOSOLIDS HAULING
RFP# 2024-PW106

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. We look forward to hearing from you soon.

Warm regards,

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





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", written over a horizontal line.

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

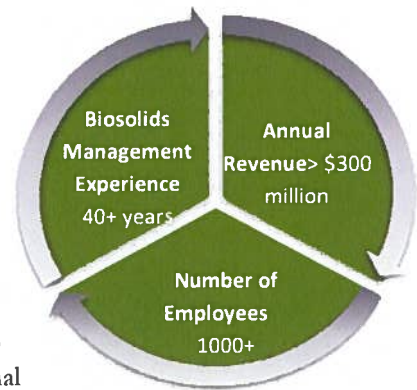
- Carbon sequestration through incorporation of biosolids
- Provides soil nutrients and micronutrients that promote healthy soil.
- Reduces or eliminates the need for commercial fertilizer which requires fossil fuel and is energy intensive to produce.
- Provides economic benefit to marginal farming operations 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

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>

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

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

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.orgPhone

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: 76-0612566DIR Number: 10000949390 subcontractor Y/N N**Corporate Headquarters**Address: 435 Williams Court, Suite 100, Baltimore, MD 21220**Local Office (If Applicable)**

Address: _____

Authorizing ContactName: Emil Kneis Title: Sales Support ManagerTelephone: 410-688-4438 Mobile: 410-688-4438Email: ekneis@synagro.com**Primary Contact**Name: John Pugliaresi Title: Sr. Area Sales ManagerTelephone: 650-219-6380 Mobile: 650-219-6380Email: 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

Type: Public Works

Period: 07/01/2023 06/30/2024

Contractor Information

Contractor Name: JESS RANCH TRUCKING

Trade Name: JESS RANCH TRUCKING

License Type Number: 1000007356

Contractor Physical Address

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

Mailing Country: United States of America

Mailing City /Province: MANTECA

Mailing Address: 1886 NORTHGATE DR.

Mailing State: CA

Mailing Postal Code: 95336

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: jesstalkn@yahoo.com

Applicant's Email: jesstalkn@yahoo.com

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Carrier:
Policyholder Name:
Policy Number:

Inception Date:
Expiration Date:

Certification

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

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
Biosolids Loading, Hauling and Disposal <ul style="list-style-type: none"> • Loading • Hauling • Disposal 	9,000 Wet Tons	\$89.87	\$808,830.00
Fuel surcharge if applicable 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

City /

MD

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 _____

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Signature 

Date February 2, 2024

Title Emil Kneis, Sales Support Manager

Company Name Synagro West, LLC