

AGREEMENT FOR THE REMOVAL, TRANSPORTATION AND REUSE OF BIOSOLIDS

This Agreement for the Removal, Transportation, and Reuse of Biosolids (“Agreement”) is between the COUNTY SANITATION DISTRICT #2 OF LOS ANGELES COUNTY (“District”) DIR Registration No. 100010096 and Denali Water Solutions, LLC. (“Contractor”) DIR Registration No. 1000016912. The District and the Contractor are referred to in this Agreement individually as a “Party” and collectively as “the Parties.”

The District is a county sanitation district organized and existing under the provisions of the California Health & Safety Code, Sections 4700 et seq. The District operates the Joint Water Pollution Control Plant (“the Plant”). The Plant produces approximately 8,300 wet tons per week of Biosolids at approximately 28% total solids content (2,300 dry tons equivalent).

The Contractor operates land application sites in Arizona (“the Sites”). The Contractor has all permits and approvals necessary for operation of the Sites and wishes to receive, remove, transport, and reuse the Biosolids produced at the Plant DIR Project No. _____.

The Parties agree as follows:

1. DEFINITIONS

- 1.1. **Biosolids** means municipal sewage sludge resulting from the treatment of wastewater at the Plant that is digested and meets Class B and Table 1 quality standards for land application under Part 503 of Title 40 of the Code of Federal Regulations, “Standards for the Use and Disposal of Sewage Sludge” (“Part 503 Rule”).
- 1.2. **Chief Engineer** means the District’s Chief Engineer and General Manager, or his or her authorized representative.
- 1.3. **Contractor** means Denali Water Solutions, LLC.
- 1.4. **Host Community** means the community where the Site is located.
- 1.5. **Permits** means all federal, state and local permits that are required in order that the Contractor may lawfully perform the duties required by this Agreement, including transportation, operation of the Site, and the reuse of Biosolids in accordance with legal requirements.
- 1.6. **State Certified Weigh Station** means any truck weigh station permitted by the State of California to certify weights for commerce.
- 1.7. **Site** means the Contractor’s permitted reuse site located in Arizona.
- 1.8. **Weighmaster’s Certificates** means certificates obtained in accordance with weighing procedures prescribed in Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

2. EFFECTIVE DATE

This Agreement shall commence on June 1, 2023 (“**Effective Date**”) and shall terminate three (3) years from the Effective Date unless After the initial duration, the parties agree in writing to extend the contract for up to two additional one-year periods based upon mutual agreement of the Parties and the Contractor’s satisfactory performance.

3. SCOPE OF WORK

The Contractor shall perform the services as set forth in Section 4 below: BIOSOLIDS REMOVAL, TRANSPORTATION, AND REUSE. The terms and conditions of Request for Proposal #04026 and all addenda thereto are incorporated herein by reference. In the event of a discrepancy between Request for Proposals #04026, the Contractor’s response to the request, and this Agreement, the terms and conditions of this Agreement shall take precedence.

4. BIOSOLIDS REMOVAL, TRANSPORTATION, AND REUSE

- 4.1. The Contractor shall receive and remove from the Plant and transport to the Sites for reuse a quantity of Biosolids up to approximately 50,000 wet tons per annum at the request of the Chief Engineer. The Chief Engineer may adjust this quantity at any time based upon his or her assessment of the Contractor’s performance and the needs of the District. The Contractor shall remove Biosolids on a reasonably uniform basis and shall have the capacity to remove, transport, and receive Biosolids seven days per week, 365 days per year, unless restricted by severe weather conditions as provided in Section 8 of this Agreement. The time schedule for removing Biosolids will be agreed upon between the Contractor and the District’s Supervisor of Treatment Plant Operations at the Plant. The Contractor shall at all times manage, direct, oversee, and/or conduct operations at the Sites and during transport and is responsible for leakage prevention, beneficial reuse of the Biosolids, and compliance with all environmental regulations.
- 4.2. The Contractor shall provide tractors for hauling Biosolids to the Sites and trailers capable of properly collecting Biosolids at the Plant’s Biosolids loading station and safely containing the Biosolids during transportation to the Sites. The Contractor shall reuse all Biosolids in accordance with all applicable legal requirements. The Contractor may not use any other method for reuse of the Biosolids without the prior written consent of the Chief Engineer.
- 4.3. The Contractor shall at all times employ carriers that are fully qualified to perform the required transportation services, properly licensed, and insured in accordance with the requirements of the General Terms and Conditions of this Agreement.
- 4.4. The Contractor shall transport Biosolids from the Plant to the Sites using tarped trailers over routes that are acceptable for that purpose and in accordance with all regulations or directives of the U.S. Department of Transportation, the California Highway Patrol, and the California Department of Transportation.
- 4.5. The Contractor shall report to the District all accidents involving vehicles transporting Biosolids regardless of whether any Biosolids spilled from the trailer. The Contractor shall provide an accident and emergency spill response plan to the District for approval no later than 10 working days before the Effective Date. The plan must describe notification, clean up, remediation, and

reporting actions the Contractor will take in the event of an accident and in the event that any leakage or spill of Biosolids occurs during transit.

- 4.6. The District shall determine and record the total tonnage removed by the Contractor from the District's loading facility. The Contractor may confirm tonnages at a State Certified Weigh Station and must receive a Weighmaster's Certificate for each load measured at a weigh station. If there is a difference in the tonnage measured by the District and that claimed by Contractor, the Weighmaster's Certificate will control and the Contractor shall use the Weighmaster's Certificate for its billing. Each Weighmaster's Certificate submitted by the Contractor must show the certified gross weight of each load in each billing and the certified tare weight of each vehicle used in the transportation.
- 4.7. The Contractor may not store Biosolids at the Sites in quantities in excess of, or for time periods longer than, those allowed by the Permits, laws, ordinances, and regulations applicable to the Sites.
- 4.8. The Contractor shall provide to the District, no later than 10 working days prior to the Effective Date of this Agreement, a list of drivers that includes each driver's license, license expiration date, and commercial license medical documentation expiration date. The Contractor shall tarp all vehicles used in the transportation of Biosolids to minimize odor emissions while traveling both to and from the Sites. The Contractor's vehicles may not make unnecessary stops while in transit in locations where odors could affect a member of the public.

5. PERMITS

- 5.1. The Contractor shall, at no cost to the District, obtain and maintain in effect all necessary licenses, Permits, and other approvals legally required in order to perform all activities and operations provided for in this Agreement. The Contractor and all processes utilized at the Sites shall comply with all applicable local, state, and federal laws, rules, regulations, and pronouncements including but not limited to the following:
 - 5.1.1. The Contractor shall perform all activities and operations in accordance with the requirements, as applicable, of the Regional Water Quality Control Board, the California State Water Resources Control Board, including General Order (*General Waste Discharge Requirements for the Discharge of Biosolids to Land for Use in Agricultural, Silvicultural, Horticultural, and Land Reclamation Activities*), Parts 257 and 503 of Title 40 of the Code of Federal Regulations (*Criteria for Classification of Solid Waste Disposal Facilities and Practices-Application to Land Used for the Production of Food Chain Crops and Standards for the Use and Disposal of Sewage Sludge*, respectively), any and all state laws or local ordinances, and any other regulations that may be applicable now or in the future.
 - 5.1.2. The Contractor acknowledges that Part 503 of Title 40 of the Code of Federal Regulations is a self-implementing rule and that the Contractor's activities and operations performed at the Sites must comply with all applicable general requirements of the rule, including, but not limited to: pollutant limits, management practices, operational standards, monitoring, recordkeeping, and reporting. The Contractor shall provide to the District all information relevant to the activities and operations at the Sites that the District may need or request to complete NPDES or other permit applications or reports.

6. SITE INSPECTION, MONITORING, RECORDKEEPING, AND REPORTS

- 6.1. The Contractor shall grant the District and its representatives access to the Sites during normal business hours to conduct inspections of the reuse activities. The District shall provide 24 hours advanced notice of such inspections to the Contractor in order for the Contractor to facilitate safety briefings for any Sites visitors.
- 6.2. The Contractor shall keep complete and accurate daily records of all reuse activities including, without limitation: the date, the origin, and quantity of each load of Biosolids reused; site management practices; any sampling and analytical results of laboratory testing on soil or groundwater that may be conducted regarding the reuse program; and any other parameters that the Chief Engineer may from time to time request. The Contractor shall grant the District timely access to all such records. The District will have the right to conduct additional laboratory testing to verify regulatory compliance. The Contractor will have timely access to District's Biosolids data relevant to the Contractor's performance and compliance with all federal, state, and local regulations.
- 6.3. The Contractor shall submit monthly reports to the District that demonstrate compliance with all required Permits and authorizations. The Contractor shall submit the reports within 30 days after the close of each reporting period. The reports must include, at a minimum, a description of all activities and operations performed during the reporting period, the items described in Section 6.2, and a certification that all activities and operations were performed in compliance with all applicable laws, ordinances, and regulations. The Contractor shall forward to the District, within five days of receipt, copies of all correspondence with regulatory agencies relating to the activities or operations performed at the Sites. Unless otherwise directed by the Chief Engineer, the monthly report required by the District may consist of regulatory agency monitoring reports if supplemented with information that fulfills the requirements of this Section 6.
- 6.4. The Contractor shall notify the District no later than 12 hours after receiving any notice, whether formal or informal, of a legal, governmental, judicial, administrative, or similar proceeding, action, or enforcement, pending or threatened, that may affect the Contractor's ability to lawfully perform services required under this Agreement.
- 6.5. The District shall perform all sampling for any monitoring and laboratory analyses of Biosolids required by any federal, state, or local laws, ordinances or regulations prior to releasing Biosolids to the Contractor. The Contractor shall perform all other monitoring and laboratory analyses required by any federal, state, or local laws, ordinances or regulations including, but not limited to, any monitoring or laboratory analysis of Biosolids after receipt by the Contractor.

7. COMPOSITION OF BIOSOLIDS

- 7.1. The District warrants that all Biosolids released to the Contractor will be classified as Nonhazardous under Title 22, Division 4.5, Chapter 11, Article 3 of the California Code of Regulations and will meet all Part 503 Rule minimum quality standards for Biosolids to be reused through land application.

7.2. Neither the Contractor nor the District may add any material to the Biosolids that is classified as hazardous or which creates by-products or residues classified as hazardous under federal or state laws.

8. INCLEMENT WEATHER

8.1. The Contractor shall provide facilities to ensure its ability to receive, remove, transport, and reuse Biosolids during inclement weather.

8.2. The District acknowledges that severe wet weather conditions may result in a reduction or suspension of the Contractor's ability to reuse Biosolids. If the Contractor reasonably determines that a reduction or suspension is necessary, the Contractor shall provide to the District: 1) a 12-hour minimum notice of reduction or cessation of operations; and 2) an estimate of when the Contractor expects operations to resume. The Chief Engineer may also determine that a reduction or cessation is necessary due to inclement weather and may modify the amount of Biosolids released to the Contractor.

9. FEE FOR BIOSOLIDS REMOVAL, TRANSPORTATION, AND REUSE

9.1. The District shall pay the Contractor for Biosolids removed from the Plant a combined loading, transportation, and reuse base fee of \$65.33 per wet ton, plus any other adjustments provided for in this Agreement. The Contractor shall pay any fees imposed, levied, or assessed by a government agency or other third party as a result of Contractor's conduct.

9.2. The Contractor shall submit invoices to the District on a monthly basis and the District shall make payment within 30 days of receipt. The total fee paid by the District will be adjusted on a monthly basis based upon increases and decreases in the monthly average of all weekly diesel fuel prices supplied by the U.S. Department of Energy as described in Attachment E, "Fee Adjustment."

9.3. Effective one year after the Effective Date and each year thereafter, the Contractor may request an annual adjustment in the base fee, not to exceed the Urban Consumer Price Index (CPI-U) published by the Bureau of Labor Statistics in series CUURS49ASA0: "Los Angeles-Long Beach-Anaheim, CA, all urban consumers".

9.4. If the duration of this Agreement extends beyond the initial three years, either the Districts or the Contractor may request an adjustment in the fee. The Contractor shall provide written documentation to the District verifying its increased cost, and the Chief Engineer may grant the Contractor's request in his or her sole and absolute discretion. All cost adjustment requests must be submitted no later than 30 days before the proposed adjustment would become effective.

10. OWNERSHIP OF BIOSOLIDS

The Contractor will become the owner of all Biosolids removed from the Plant at the time the Contractor or its subcontractor receives the Biosolids in its trucks. The Contractor shall reuse all Biosolids in accordance with this Agreement. The Contractor may not use or dispose of the Biosolids

in any other manner without written authorization from the Chief Engineer. The Contractor shall comply with all applicable laws, ordinances and regulations in connection with the marketing, use, and sale of the reused Biosolids.

11. PREVAILING WAGE

11.1 Wage Rates, Travel, and Subsistence.

a. Wage Rates. Pursuant to the provisions of Article 2 Chapter 1, Part 7, Division 2, of the Labor Code (§ 1770 *et seq.*), the Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification, or type of worker needed to provide the work contemplated under this Agreement from the Director of the DIR. The Contractor shall submit a copy of the general rate of per diem wages for each craft, classification, or type of work that the Contractor intends to use to execute the work to the District for review. A copy of these rates are listed in Attachment D of this Agreement, on file with the District, and copies will be made available to any interested party on request. Contractor shall also post a copy of such wage rates at Sites and Plant ("**Facilities**").

For any worker employed to perform work, where such work is not covered by any classification listed in the published general prevailing wage rates determinations or per diem wages determined by the DIR, said worker shall be paid not less than the minimum rate of wages specified in the classification which most nearly corresponds to the employment of such person in such classification.

b. Holiday and Overtime Pay. Holiday and overtime work, when permitted by law, shall be paid for at a rate set forth in the prevailing wage determinations issued by the DIR or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in this Agreement, or authorized by law for all work performed on or after the Agreement Execution Date.

c. Wage Rates Not Affected By Other Contracts. Contractor shall pay and shall cause to be paid to each employee to whom prevailing wage rates apply not less than the general prevailing rate of per diem wages determined by the DIR, regardless of any contractual relationship which may be alleged to exist between Contractor and employee.

d. Travel and Subsistence. Contractor shall pay and shall cause to be paid to each employee performing work travel and subsistence payments, as such travel and subsistence payments are defined by the DIR and in accordance with Labor Code § 1773 *et seq.*, including but not limited to Labor Code § 1773.1.

e. Change In Prevailing Wage. Contractor shall comply with the prevailing wage determinations in effect as of the Execution Date, and shall comply with any predetermined increases required under the determinations.

f. Minimum Wage Rates. Any worker employed to perform work, which work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by

the DIR, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work to be performed by them.

g. Per Diem Wages. Contractor shall pay and shall cause to be paid to each employee performing work per diem wages including, but not limited to, employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code § 1773.1.

h. Posting of Wage Rates. Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code § 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Facilities. The required notice/poster is available on the Labor Commissioner's website.

i. Forfeiture and Payments. Pursuant to Labor Code § 1775, Contractor shall forfeit to District not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the DIR, for such craft or classification in which such worker is employed for any work performed. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of Contractor's mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage, the previous record of Contractor in meeting his or her prevailing rate of per diem wage obligations, or Contractor's willful failure to pay the correct prevailing rate of per diem wages. A mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage is not excusable if Contractor had knowledge of it or the obligations under this part. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each worker by Contractor.

j. Monitoring and Enforcement by Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). Contractor shall be required to furnish, at least once every thirty days while work is being performed on the Project, certified payroll records directly to the Labor Commissioner in accordance with Labor Code § 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. Contractor must sign up for, and utilize, the Labor Commissioner's electronic Certified Payroll Records (CPR) submission system. The District will have direct and immediate access to all CPRs for work performed under this Agreement that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner and DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code § 226, and conducting random in-person inspections of the Facilities ("**On-Site Visits**"). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Facilities, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by Contractor. Contractor and all employees shall cooperate and comply with any lawful requests by the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

11.2 Records of Wages Paid: Certified Payroll Submissions and Inspection.

The obligations set forth below apply to all work performed under this Agreement.

a. Payroll Records.

- i. Pursuant to § 1776 of the Labor Code, Contractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the work.
- ii. All payroll records as specified in Labor Code § 1776 of Contractor shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code § 1771.4(a)(3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code § 1776 shall be certified and submitted to the District in hard copy (not electronic) with each application for payment or invoice. All payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the District, the DLSE or the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - c. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the DLSE. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by Contractor, and the entity through which the request was

made. The public shall not be given access to such records at the principal office of Contractor.

- iii. The certified payroll records shall be on forms provided by the DLSE or shall contain the same information as the forms provided by the DLSE.
- iv. Contractor shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.
- v. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the DLSE shall be marked or redacted to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the work shall not be marked or redacted. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or redacted only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- vi. The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall provide notice of a change of location and address within five (5) days of same.
- vii. Contractor shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that Contractor fails to comply within the 10-day period, the Contractor shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the DLSE, these penalties shall be withheld from payments then due to Contractor.
- viii. Responsibility for compliance with this Article shall rest upon Contractor.

b. Withholding of Contract Payments & Penalties.

The District may withhold or delay contract payments to Contractor if:

- i. The required prevailing rate of per diem wages determined by the DIR is not paid to all employees performing work;
- ii. Contractor fails to submit all required certified payroll records with each application for payment or invoice, but not less than once per month;

- iii. Contractor submits incomplete or inadequate payroll records;
- iv. Contractor fails to comply with the Labor Code requirements concerning apprentices; or
- v. Contractor fails to comply with any applicable state laws governing workers on public works projects.

11.3 Apprentices.

a. Apprentice Wages and Definitions. All apprentices employed by Contractor to perform work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, as determined by the DIR, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in § 3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with section 3070) of Division 3, are eligible to be employed under this Agreement. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California apprenticeship Council.

b. Apprentice Labor Pool. When Contractor employs workers in any apprenticeable craft or trade, Contractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the work, for a certificate approving the Contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving Contractor, shall arrange for the dispatch of apprentices to Contractor in order to comply with this section. Contractor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Agreement, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Facility of the work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractor shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade at the Facility, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

c. Journeyman/Apprentice Ratio; Computation of Hours. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the

hours worked during the day by journeymen so employed, except for the land surveyor classification. Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

d. Journeyman/Apprentice Ratio. Contractor, if covered by this section upon the issuance of the approval certificate, or if previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by Contractor that it employs apprentices in the craft or trade in the state on all of its contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting Contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts, when the contracts of general Contractors or those specialty Contractors involve less than Thirty Thousand Dollars (\$30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

e. Apprenticeable Craft or Trade. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

- i. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).
- ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5.
- iii. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.
- iv. Assignment of an apprentice to any work performed under this Agreement would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

f. Ratio Exemption. When exemptions are granted to an organization which represents Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

12.3.7. Apprentice Fund. If Contractor employs journeymen or apprentices in any apprenticeable

craft or trade and is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Facility, to which fund or funds other Contractors in the area of the site of the Facility are contributing, Contractor shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Facility in the same amount or upon the same basis and in the same manner as the other Contractors do, but if the trust fund administrators are unable to accept the funds, Contractor shall pay a like amount to the California Apprenticeship Council. Contractor may add the amount of the contributions in computing its bid for the contract. The DLSE is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code § 227.

g. Contractor Compliance. The responsibility of compliance with paragraph 12.3 and § 1777.5 of the Labor Code for all apprenticeable occupations is with Contractor.

h. Decisions Of Joint Apprenticeship Committee. All decisions of the joint apprenticeship committee under this paragraph 12.3 and Labor Code § 1111.5 are subject to Labor Code § 3081.

i. No Bias. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code § 3077.

j. Violation of Labor Code. Pursuant to Labor Code § 1777.7, in the event Contractor willfully fails to comply with the provisions of this paragraph 11.3 and Labor Code § 1777.5:

- i. The DIR shall deny to Contractor the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations. Each period of debarment shall run from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council.
- ii. If Contractor violates §1777.5 it shall forfeit as a civil penalty the sum of two hundred dollars (\$200) for each calendar day of noncompliance. Notwithstanding § 1727, upon receipt of a determination that a civil penalty has been imposed, District shall withhold the amount of the civil penalty from the contract progress payments then due or to become due.
- iii. In lieu of the penalty provided for in subdivision (a) or (b), the DIR may for a first time violation and with the concurrence of the joint apprenticeship committee, order Contractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.
- iv. Any funds withheld by District pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.
- v. The interpretation and enforcement of § 1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

11.4 DIR Registration.

a. Registration by Contractor and All Sub Contractors of Any Tier. Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of Contractor under the Agreement. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the work by Contractor. The failure of Contractor to be properly registered with DIR at all times during performance of the work is a material breach of the Agreement and subject to termination for cause. An affirmative and ongoing obligation of Contractor under the Agreement is the verification that all subcontractors of any tier are at all times during performance of the work in full and strict compliance with the DIR registration requirements. Contractor shall not permit or allow any subcontractor of any tier to perform any work without Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code § 1771.1.

12. INDEMNITY

The Contractor shall save, defend, hold harmless and indemnify the Districts, the Board, and their officers, employees, agents, consultants, other independent contractors, consultants and representatives, against any and all liability, claim, damage, demand, loss, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising, either directly or indirectly, out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the acts or omissions of Contractor, and subcontractor, or any employee, agent, or representative of Contractor and/or subcontractor, whether or not the liability, claim, demand cost, loss, damage or expense was actually or allegedly caused wholly or in part through the negligent or other tortious conduct of any of them, except to the extent the damage was due to the sole negligence of the Districts.

13. FORCE MAJEURE

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Districts, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather. Delays related to COVID-19 are not considered a force majeure event.

14. ADDITIONAL PROVISIONS

14.1. Entire Agreement. This Agreement represents the entire understanding between District and Contractor as to transportation and biosolids reuse services. No prior oral or written understanding is of any force or effect with respect to the matters provided in this Agreement.

14.2. Assignment. The Contractor may not sell or assign its interest in this Agreement without the prior written approval of the Chief Engineer, in his or her sole and absolute

discretion. The provisions of this Agreement will be binding upon the Contractor and any successors or assigns.

14.3. Litigation Costs. If either Party initiates any legal or administrative proceeding relating to any issues arising out of this Agreement, the prevailing party will be entitled to recover all reasonable attorneys' fees and legal expenses, in addition to any other relief granted.

14.4. Governing Law. The provisions of this Agreement will be interpreted and enforced in accordance with the laws of the State of California. Venue for any action will be in the Superior Court of Los Angeles County.

14.5. Waiver. Either Party may waive compliance by the other Party with respect to any provisions of this Agreement. No waiver of any provision may be construed as a waiver of any other provision. No waiver may be construed as an ongoing waiver with respect to subsequent events unless it expressly so provides. Any waiver must be in writing, signed by the waiving Party, and recite the provisions being waived.

14.6. Remedies. The remedies and relief set forth in this Agreement are cumulative and not in the alternative and are in addition to any other remedies or relief that may otherwise be available to the Parties, at law or in equity. The Parties may pursue any and all available remedies and relief, either sequentially or in concert, including without limitation, the right to enjoin any violation, or threatened violation, of this Agreement. Notwithstanding the foregoing, neither Party shall be liable to the other for any indirect, special, or consequential damages in any way arising out of this Agreement, regardless of cause.

14.7. Action by Chief Engineer. Except as otherwise provided in this Agreement, the Chief Engineer may take all actions on behalf of the District in connection with any approvals or actions required of or by the District under this Agreement.

14.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A party may transmit its signature to this Agreement by email, and such email signature page shall be deemed an original signature page for all purposes.

15. SEVERABILITY.

If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstance is, to any extent, held invalid or unenforceable, the remainder of this Agreement will not be affected, and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

16. NOTICE

Any notice, payment, or instrument required or permitted to be given under this Agreement will be deemed received upon a signed receipt of personal delivery or 72 hours after deposit in any United States Post Office, registered or certified, postage prepaid and addressed to the Party for whom intended, as follows:

TO THE DISTRICT:

Robert C. Ferrante
Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
Post Office Box 4998
Whittier, CA 90607-4998

TO Denali Water Solutions, LLC

Attn: Jeffrey J. LeBlanc
Chief Growth Officer
86600 Avenue 54
Coachella, CA 92236

The Parties are signing this Agreement as of the Effective Date.

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

By _____
Chairperson, Board of Directors


ATTEST:

By _____
Secretary to the Board

APPROVED AS TO FORM:
LEWIS, BRISBOIS, BISGAARD & SMITH LLP

By _____
District Counsel

Denali Water Solutions, LLC

By: 
Its: Treasurer
Christoph Peters

Attachment A: General Terms and Conditions



GENERAL TERMS AND CONDITIONS

1. **ADDENDA ACKNOWLEDGEMENT** (*if applicable*): The Contractor shall acknowledge receipt of all RFP amendment(s) and/or addenda through the QuestCDN portal. Failure to do so may be cause for rejection and non-acceptance of proposal documents.
2. **APPLICABLE LAWS**: All applicable laws and regulations of the State of California and ordinances and regulations of the Districts shall apply. Protestors shall seek resolution of their complaints initially with the Purchasing Section.
3. **ASSIGNMENT OF RIGHTS OR OBLIGATIONS**. Except as noted hereunder, successful Proposer may not assign, transfer, or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the Districts.
4. **ATTORNEY FEES**: In the event any suit, proceeding or action is instituted in connection with any controversy arising out of or relating to this contract, the prevailing party shall be entitled to receive, in addition to its costs, its actual attorney's fees and costs.
5. **AUTHORIZED SIGNATURES**: Every proposal must be signed by the person or persons legally authorized to bind the Contractor to a contract for the execution of the work. Upon request of the Districts, any agent submitting a proposal on behalf of a Contractor shall provide a current power of attorney certifying the agent's authority to bind the Contractor. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the Districts, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.
6. **AWARD OF CONTRACT**: Contract awards will be made to the Proposer's whose offer provides the greatest value, in terms of suitability to purpose, quality of goods and/or services, experience, prices, and ability to deliver. The Evaluation Committee may consider any other reason deemed to be in the best interest of the Districts. Thus, the result will not be determined by price alone. Price is of the utmost importance; however, the Districts is seeking the least costly outcome that meets the needs of the Districts as interpreted as such. The Districts reserve the right to award to one or multiple Contractor(s) as best suits the interests of the Districts.

Board action on proposal will normally be taken within 90 days of receipt of proposal; however, no guarantee or representation is made herein as to the time between receipt of proposal and subsequent Board award. In submitting a response to this RFP, Contractor acknowledges that this RFP, including all exhibit and appendices, will be incorporated in its entirety, along with Contractor's entire proposal, including brochures, attachments, and supplementary information, in any award issued in response to this RFP. It is mutually understood and agreed that until a Purchase Order

Contract or Agreement is issued, there is no final agreement between the Districts and the Contractor. Any final agreement is conditional and dependent upon a complete and final release of Purchase Order or written Agreement executed by authorized representatives of the respective parties. Further, both parties understand and agree that they proceed at their own risk regarding all negotiations and actions taken until such time that a final, valid, agreement is released and established.

7. **CANCELLATION OF SOLICITATION:** The Districts may cancel this solicitation at any time.
8. **CLARIFICATION AND ADDENDA:** For inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this RFP, Proposers shall submit questions through the QuestCDN online portal no later than **3:00 p.m. on Thursday, March 2, 2023**. This is the last day for questions. The Districts will post responses to questions via the QuestCDN portal and issue any resulting addenda.
9. **COMPLIANCE OR DEVIATION TO SPECIFICATIONS.** Proposer hereby agrees that the material, equipment, or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Proposer's response. Proposer may submit an attachment entitled "Exceptions to Specifications", which must be signed by Proposer's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.
10. **COMPLIANCE WITH LAWS:** All proposals shall comply with current federal, state, and other laws relative thereto the State of California. Proposers shall strictly observe the requirements of Government Code §1090 and §1091 in offering upon this requirement.
11. **CONTRACT CANCELLATION.** Upon 30 days written notice, either party may cancel this Agreement.
12. **CONTRACT DOCUMENTS, EXAMINATION OF:** It is the responsibility of the Contractor to thoroughly examine and be familiar with legal and procedural documents, general conditions, forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. The Contractor shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment, and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Contractor to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the Districts may rely that the Contractor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Contractor to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.
13. **CONTRACT INCORPORATION.** The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittal,

supplemental agreements, general contract and/or purchase order, performance bond(s) if required, and any and all written agreements which alter, amend or extend the contract.

14. CONTRACT NEGOTIATIONS: The Districts reserves the right to enter into discussions with the Contractor(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the Contractor whose proposal is deemed most advantageous, whichever is in the Districts' best interest, for the purpose of negotiation. If exclusive negotiations are conducted, and an agreement is not reached, the Districts reserves the right to enter into negotiations with the next highest ranked Contractor without the need to repeat the solicitation process.

15. CONTRACT TERM. The initial contract duration will be three years from the issuance and execution of a purchase order/agreement. After the initial duration, the parties may extend the contract for up to two additional one-year periods based upon mutual agreement and the Contractor's satisfactory performance.

If the Contractor will not agree to an extension beyond the initial duration or a subsequent extension, the Contractor must follow the notice provisions **set forth above in no. 11.**

16. DEBRIEF: Upon request, anyone who submitted a proposal response to a solicitation (Proposer) may request a debriefing. Debriefings will be scheduled after contract award, and may be done orally, in writing or by any other method acceptable to the Districts. A Proposer will be accorded fair and equal treatment with respect to its opportunity for debriefing on Proposer's submitted proposal.

18. DISQUALIFICATION OF CONTRACTOR: If there is reason for the Districts to believe that collusion exists among the Contractors, the Districts may refuse to consider proposals from suspected participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable ground for believing that any Contractor has an interest in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Contractor is suspected of having an interest. If there is reason to believe that collusion exists among the Contractors, the Districts may refuse to consider Proposals from participants in such collusion. Contractors shall submit as part of their Proposal documents the completed Non-Collusion Declaration provided herein.

19. DOCUMENTS TO BE RETURNED WITH PROPOSAL: Failure to completely execute and submit the required documents before the submittal deadline may render a proposal non-responsive.

20. DELIVERY REQUIREMENTS: Any proposals received **after** the above stated due time and date will **not** be considered. It shall be the sole responsibility of the Contractor to have their proposal **fully** transmitted and submitted to QuestCDN for receipt **on or before** the above stated time and date. The Contractor shall be responsible for a Proposal's timely online submission to QuestCDN. The Districts is not responsible for Internet Service Provider (ISP) transmission, delays, or any other related issues.

21. ESCALATION. Any contemplated increase in the rate(s) shall be based on the percentage change between the previous year and current year's Consumer Price Index (CPI), published by the U.S. Department of Labor's Bureau of Labor Statistics. The specific index to be used is the CPI or PPI for Los Angeles-Anaheim-Riverside, California.

If contract duration extends beyond the initial three-year duration, either the Districts or the Contractor may request an adjustment in the Base Cost. The Contractor's adjustment requests must be made in writing and accompanied by supporting documentation. The Districts adjustment requests may require the Contractor to provide financial documents certified by a Certified Public Accountant licensed by the State of California.

All cost adjustment request must be submitted no later than 30 days before the proposed adjustment would become effective.

- A. It is expressly understood that contract extensions and/or rate increases are not automatic nor guaranteed.** The Contractor's request to extend the contract period and/or increase the current rate schedule will be evaluated and considered when such request is made. The Districts reserves the right to reject any such request and cancel or re-quote said contract. The Districts reserves the right to review price changes with other companies and purchase from the company that best serves the needs of the Districts.
- B. Fuel Price Adjustment:** To account for fluctuations of retail fuel prices, shall include a Fuel Price Adjustment (FPA) in the Cost Proposal and during any Agreements resulting from this RFP. The following FPA formula shall be calculated monthly and applied on the invoice:

$$\text{FPA} = [\text{Retail Fuel Price} - \text{Reference Price}] \times \frac{\text{Round Trip Mileage}}{(5 \text{ MPG}) \times 25 \text{ tons}}$$

The "Retail Fuel Price" for the purposes of this formula is the monthly average of all weekly diesel fuel prices (\$/gallon) published by the U.S. Department of Energy, in the Energy Information Administration (EIA) Retail On-Highway Diesel Price Index for California. These values are available at <http://www.eia.gov>.

For the purpose of the FPA calculation, a nominal value of 25 WT/trip is used. The "Reference Price" will be \$5.56. No FPA shall apply if the retail fuel price is within 10% of the price at contract award.

- 22. EXPERIENCE AND COMPETENCY:** The successful Contractor shall be skilled and regularly engaged in the general class or type of work called for under the contract. Each Contractor shall set forth their experience and submit it with their proposal. It is the intention of the Districts to award a contract to a Contractor who furnishes satisfactory evidence that they have the requisite experience, ability, capital, and facilities to enable them to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Contractor, the Districts will weigh any evidence that the Contractor has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the most advantageous Contractor, consideration will be given not only to the financial standing but also to the general competency of the Contractor for the performance of the work specified in the contract documents.
- 23. FAILURE TO FULFILL/PROVIDE:** Failure to fulfill any of the RFP requirements during the term of the contract period may be considered cause to cancel the contract with the awarded Contractor(s). When any contractor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the Districts may, at its sole discretion, annul and set aside the contract entered into with said contractor, either in whole or in part, and make and enter into a new contract for the same items or service in such manner as seems to the Board to be to the best advantage of the Los Angeles County Sanitation Districts. Any failure for furnishing such articles

or services by reason of the failure of the contractor, as above stated, shall be a liability against such Contractor and his sureties. The Board reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board, if requested.

- 24. FIRM PRICE PERIOD:** Submittal of proposal constitutes an irrevocable offer for a period of 120 days or the proposed effective date (whichever is later) to furnish the Districts with the services set forth in the Scope of Work until a proposal has been duly accepted by the Districts' Board. Contractor's offer shall remain open and firm for a period of not less than 120 calendar days from the Submittal Deadline, or the proposed effective date, whichever is later.
- 25. FORCE MAJEURE:** If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Proposer, the Proposer shall notify the Districts, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather. Delays related to COVID-19 is not considered a force majeure event.
- 26. FORMATION OF CONTRACT:** Proposers signed Proposal and the Districts written acceptance shall constitute a binding contract.
- 27. GOVERNING LAW:** This contract shall be in accordance with the laws of the state of California, without giving effect to conflict of laws principles. The parties stipulate that this contract was entered into in the county of Los Angeles, in state of California. The parties further stipulate that the county of Los Angeles, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from, and each party waives any claim of inconvenient forum.
- 28. HOLD HARMLESS/INDEMNITY:** The Proposer shall save, defend, hold harmless and indemnify the Districts, the Board, and their officers, employees, agents, consultants, other independent contractors, consultants and representatives, against any and all liability, claim, damage, demand, loss, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising, either directly or indirectly, out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the acts or omissions of Contractor, and subcontractor, or any employee, agent, or representative of Contractor and/or subcontractor, whether or not the liability, claim, demand cost, loss, damage or expense was actually or allegedly caused wholly or in part through the negligent or other tortuous conduct of any of them, except to the extent the damage was due to the sole negligence of the Districts.
- 29. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST:** Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, the Districts being interested only in the end results obtained. However, the work contemplated must meet the approval of the Districts. Contractor shall strictly observe the requirements of Government Code §1090 and §1091. Contractor must identify any existing or potential conflicts of interest with other clients, either existing or proposed, related to work undertaken pursuant to this scope of work for their firm and for any subcontractors, and if any conflicts or potential conflicts among clients are identified, a conflict waiver letter must be signed by both clients and, if necessary, a plan consistent

with the discussion in the Proposal describing how the firm plans to resolve, mitigate, or avoid future potential conflict(s) must be submitted to the Districts for approval.

Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial, or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Districts. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of the Districts.

30. INSURANCE: Upon award, Contractor shall provide Certificates of Insurance, with endorsements, verifying coverage and shall be delivered to the Districts within seven (7) calendar days after the Districts' Board of Directors approves award of a purchase order. The Districts reserves the right to require complete and accurate copies of all insurance policies under the Agreement. Coverage provided by the selected firm's policies shall be primary coverage without right of contribution of any other insurance carrier or on behalf of the Districts. The Districts must receive thirty (30) calendar days prior written notice of a policy cancellation or reduction in coverage. The insurance coverage shall be through insurers that have at least an "A" policyholders rating and an "X" financial rating in accordance with the current Best's Key Rating Guide. The Awarded contractor is expected to maintain and provide:

- A. General Liability Insurance. Contractor shall maintain general liability insurance including provisions for contractor liability, independent contractors, and broad form property damage coverage. This insurance shall be on a comprehensive, occurrence basis form with a standard cross liability clause or endorsement. The "Los Angeles County Sanitation Districts" shall be named as an additional insured, and the limit for this insurance shall be not less than \$5,000,000 per occurrence combined single limit for bodily injury and property damage.
- B. Business Auto Insurance. Contractor shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented, or borrowed. This insurance shall have an endorsement naming the "Los Angeles County Sanitation Districts" as an additional insured and with a standard cross liability clause or endorsement. The limit amount for this insurance shall be not less than \$5,000,000 per occurrence combined single limit for bodily injury and property damage. ***The Contractor must also provide an MCS-90 endorsement with minimum liability limit of \$5,000,000 per occurrence***
- C. Workers' Compensation. Contractor shall maintain Workers' Compensation Insurance as required by law in the State of California and Employers' Liability Insurance (including disease coverage) in an amount not less than \$1,000,000 per occurrence. This insurance shall also waive all right to subrogation against the Districts, its employees, representatives, and agents.

31. INVOICING AND PAYMENT: Payment term is Net 30 and is made after review of the invoice. At a minimum, invoices **must** include the project title, the Purchase Order/Contract Agreement number, the time period that the invoice applies, i.e., "monthly retainer," a list of items worked on (by bill number, if applicable), and for preapproved expenses, receipts must be attached. The prices shall

be the prices contained in the Contractor's proposal. **All invoices must be submitted to: invoices@lacsdsd.org.** The Districts is not responsible for payments delays, nor shall occur any additional fees, for invoices submitted not as specified. Disputed items of work shall not be paid until resolved. The Districts shall hold these items in abeyance. The Districts' Project Manager shall authorize payments as soon as each invoice has been reviewed and verified, not to exceed thirty days from the date of receipt of the invoice.

32. LATE PROPOSALS: The Districts will not accept late proposals. **QUESTCDN's CLOCK IS THE OFFICIAL TIME.**

MINORITY BUSINESS PARTICIPATION: The Districts support and encourage the participation of businesses owned and controlled by minorities or women (MBE/WBE) and small business enterprises in Districts projects. The Districts accepts certifications from the Federal Government's Small Business Administration 8(a) program and the State of California's office of Small and Minority Business, and the following agencies:

- City of Los Angeles, Department of Public Works
- WMBE Clearinghouse, Los Angeles, California (California Public Utilities Commission)
- California Department of Transportation (CALTRANS)
- Los Angeles County Metropolitan Transportation Authority (MTA)
- County of Los Angeles Office of Affirmative Action

33. MULTIPLE OFFERS/PROPOSALS: Contractors are NOT allowed to submit more than one (1) proposal per site.

34. NON-COLLUSION DECLARATION: Proposers on all public proposals are required to submit a declaration of non-collusion with their submittal. The declaration is made part of the proposal form of the RFP package and must be signed and dated.

35. PREVAILING WAGE: Hauling of biosolids from a District facility to a disposal or reuse site is subject to prevailing wage. The Contractor shall comply with the prevailing wage provisions for the hauling work outlined in the services described in this Request for Proposals.

- a. **Project is a Public Work.** Hauling/trucking portion of this project constitutes a "public work" within the meaning of the California Labor Code (the "Labor Code") section 1720 and is subject to the prevailing wage laws applicable to the locality in which the work is to be performed.
- b. **Prevailing Wage Compliance Required.** Not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work, for each craft or type of workman needed to execute the work contemplated by this project, as ascertained by the Director of the DIR, must be paid to all workers employed on the project by any contractor or subcontractor, of any tier, performing any portion of the work. The Districts will have on file copies of the general rate of per diem wages for each craft, classification, or type of work needed to execute the work at its principal office and at each job site, which shall be made available to any interested party upon request. Alternatively, general prevailing wage rates may be obtained from the DIR online at www.dir.ca.gov/Public-Works/Prevailing-Wage.html. In accordance with Labor Code Section 1773.2, the Contractor shall also post a copy of the general rate of per diem wages for each craft, classification, or type of work needed to execute the work at each job site and prior to

the start of physical work. In addition, a listing of all known and anticipated general rate of per diem wages for each craft, classification, or type of work needed to execute the work is attached to as **Attachment 1**.

The Contractor shall submit a copy of the general rate of per diem wages for each craft, classification, or type of work needed to execute the Work within 10 working days after the receipt of bids.

- c. **Certified Payroll.** Pursuant to §1776 of the Labor Code, all contractors and subcontractors shall keep an accurate payroll record showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. All payroll records as specified in Labor Code §1776 shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a) (3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code §1776 shall be certified and submitted to the Districts in hard copy (not electronic) with each application for payment or invoice. All payroll records shall be available for inspection at all reasonable hours at the principal office of all contractors and subcontractors.
 - d. **Monitoring.** This project is subject to compliance monitoring and enforcement by the DIR under Labor Code section 1771.4.
 - e. **Violations.** The Districts reserves the right to withhold contract payments if the Districts is notified, or determines as a result of its own investigation, that any Contractors or subcontractors are in violation of any requirements as set forth in Labor Code section 1720 et seq. at no penalty or cost to the Districts. All Contractors and subcontractors agree to indemnify, defend, save and hold harmless the Districts and its agents, servants and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or other detriment or liability arising from or out of their failure to be properly registered with the DIR or otherwise comply in all respects with California prevailing wage laws applicable to District projects.
- 36. PRICE:** Any contemplated increase in the rate(s) shall not exceed the percentage change between the previous year and current year's Consumer Price Index (CPI), published by the U.S. Department of Labor's Bureau of Labor Statistics. The specific index to be used is the CPI for Los Angeles-Anaheim Riverside, California. **It is expressly understood that contract extensions and/or rate increases are not automatic nor guaranteed.** If term of the contract is less one-year, the Districts will calculate the percentage change between the start date and the request date not to exceed 5%.
- 37. PROPOSAL CONTENT:** The Proposer must respond to the requested proposal content describing, in detail, how they will meet the requirements of this RFP. The Proposer may provide supporting documentation; however, it cannot be in-lieu of providing a direct response to questions.
- 38. PROPOSAL DEADLINE:** Proposals may be submitted any time **before** the deadline. Proposals that are not uploaded to QuestCDN by the Proposal Deadline are late. Late proposals are not accepted.
- 39. PROPOSAL DOCUMENTS:** The Districts has only authorized QuestCDN to distribute the Proposal Documents, in electronic formats, for use by proposers. The Districts does not warrant the accuracy or completeness of Proposal Documents obtained from any source other than QuestCDN, unless

otherwise noted, and any use of such documents by prospective proposers or others for any purpose is solely at the proposers' risk. Only those proposers that have obtained and properly downloaded the Proposal Documents from QuestCDN will appear on the Planholders list and may submit a proposal.

- 40. PROPOSAL EXPENSES:** All expenses for making proposals to the Districts are to be borne by the Contractor.
- 41. PROPOSAL OPENING AND RESULTS:** The Districts does not open proposals publicly. After the deadline and downloading of the received proposals, a listing of companies submitting proposals will be made available on the QuestCDN portal.
- 42. PROPOSER'S STATUS:** – In addition to other requirements in this bid package relating to Proposer qualifications, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any Contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5. Bidder must be registered with the DIR at the time of bid opening, or the bid will be rejected as non-responsive. Bidder may register with DIR at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.
- a) **LISTED SUBCONTRACTORS' STATUS** – All subcontractors listed in Bidder's Bid must also be registered with the DIR at the time of bid submission. Bidders must include listed subcontractors' DIR registration number with the bid, or if the listed subcontractor's DIR registration number is not known at time of bid submittal, then the subcontractor's DIR registration number may be submitted to Districts within 24 hours of bid opening. Pursuant to Labor Code §1771.1 an inadvertent error in listing a subcontractor who is not registered with DIR in a bid or proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply: (1) The subcontractor is registered prior to the bid opening; (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5; or (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- b) **DIR REGISTRATION VERIFICATION** – A DIR Registration Verification Form is included with the proposal. Each Contractor shall submit the completed DIR Registration Verification Form executed by a duly authorized officer or employee of the Contractor with the proposal.
- 43. POSTPONEMENT OF OPENING:** The Districts reserve the right to postpone the submittal deadline and opening of proposals any time before the date and time announced in the Request for Proposals or subsequent addenda.
- 44. PROPOSAL SUBMITTAL:** Contractors shall upload Proposals to QuestCDN no later than **11:00 a.m. on Wednesday, March 15, 2023**, uploaded to QuestCDN.com

https://qap.questcdn.com/qap/projects/prj_browse/ipp_browse_grid.html?projType=all&provide_r=7047059&group=7047059.

The Technical Proposal and Cost Proposal must be uploaded as separate files.

QuestCDN.com's time clock is the official time. All proposals must be fully transmitted by the due date and time. The Districts are not responsible for internet transmission interruptions.

Proposals will **ONLY** be received and accepted via the online electronic service portal through QuestCDN.com. **Paper/email proposals will not be accepted.**

Late submissions will not be accepted. It is the proposer's responsibility to ensure its proposal is **fully transmitted** by the due date and time. THE DISTRICTS ARE NOT RESPONSIBLE FOR ELECTRONIC OR INTERNET SERVICE PROVIDER (ISP) TRANSMISSION DELAYS OF ANY KIND. Any Proposals submitted after the above time and date, or to any other person or address will be rejected.

45. PROPOSAL WITHDRAWAL (IRREVOCABLE OFFER): If a Contractor wishes to withdraw their proposal any time before the due date, they may do so without prejudice to themselves by delivering a notice of withdrawal in writing, to the Districts' representative, and/or deleting it from the QuestCDN on-line platform.

46. PROTEST: Protests of the award pursuant to this RFP must be received, in writing, within three (3) business days after the Districts' issuance of the Notice of Award. The Districts is not obligated to consider protests received after the protest deadline. All protests must be in writing and submitted to the Buyer of record noted in the RFP documents and the Purchasing Manager. Mailed letters of protest are to be addressed to the Los Angeles County Sanitation Districts, Purchasing Section, 1955 Workman Mill Road, Whittier, CA 90601, and marked to the attention of Stacey Chanan, Purchasing Manager, staceychanan@lacsds.org.

For a proposer's protest to be considered valid, the protest must:

- A. Be filed timely and in writing as detailed in this paragraph
- B. Clearly identify, in detail, the specific issues related to the protest
- C. Clearly identify, in detail, the specific recommendation or action being protested
- D. Clearly identify in detail the specific grounds of the protest and the facts supporting the protest

Prior to a protest being considered valid, The Districts shall review the basis of the protest, along with all relevant information and documents and will provide a written decision to the Protestor. If the RFP protest does not comply with every one of the requirements set forth above, it will be rejected as invalid.

47. QUESTIONS & SUBMITTAL: For information and clarification, Contractors shall submit questions through the QuestCDN online portal **no later than 3:00 p.m. on Thursday, March 2, 2023**. This is the last day for questions. The Districts will post responses to questions via the QuestCDN portal and issue any resulting addenda.

- The Districts will **ONLY** accept electronic proposals ("Ebid") submitted through QuestCDN.com. Paper/email proposals are not accepted.
- To access the electronic proposal form, download the request documents and click the button online, at the top of the advertisement page. Prospective Contractors must register and be on the Planholders' List through QuestCDN for proposals to be accepted.
- **Late proposals are not accepted.** It is the Contractor's responsibility to ensure its proposal is fully transmitted by the due date and time. THE DISTRICTS IS NOT RESPONSIBLE FOR ELECTRONIC OR INTERNET SERVICE PROVIDER (ISP) TRANSMISSION DELAYS OF ANY KIND. **QuestCDN.com's time clock is the official time.**

https://gap.questcdn.com/gap/projects/prj_browse/ipp_browse_grid.html?projType=al&provider=7047059&group=7047059.

- 48. REFERENCES (if applicable):** All Contractors must include a list of references when submitting offers. List references on the enclosed form. Districts employees shall not be used as references.
- 49. PUBLIC RECORD:** All documents received by the Districts, as a public agency, in connection with this proposal are subject to the requirements of the California Public Records Act, Government Code 6250-6270. Proposers shall identify information contained in the submission which the Proposer deems to be confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act. Note: A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the Districts.
- 50. RESERVED RIGHTS:** The Districts reserve the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received by the first submission date may or may not be rejected by the Districts depending on available competition and timely needs of the Districts. There is no obligation on part of the Districts to award the contract to the lowest proposal Contractor and the Districts reserves the right to award the contract to the lowest responsible Contractor submitting a responsive proposal with a resulting Agreement, which is most advantageous, and in the best interest of the Districts. The Districts shall be the sole judge of whether the proposal and the resulting Agreement is in its best interest and its decision shall be final. Also, the Districts reserve the right to make such investigation, as it deems necessary to determine the ability of any Contractor to perform the work or service requested. The Contractor shall provide all information the Districts, in its absolute discretion, deems necessary to make this determination. Such information may include, but shall not be limited to, current financial statement prepared by an independent CPA; verification of availability or personnel; and past performance records. No proposer may withdraw his/her proposal for a period of one hundred-twenty (120) days after the time set for the opening thereof.
- 51. SAFETY:** Proposer agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 (or latest revision), the State of California Safety Orders, and regulations issued there under, and certifies that all items furnished under this proposal will conform and comply with the indemnity and hold harmless clause for all damages assessed against buyer as a result of suppliers' failure to comply with the Act and standards issued there under and for the failure of the items furnished under this order to so comply.
- 52. SEVERABILITY:** If any provisions, or portion of any provision, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
- 53. SIGNATURES:** All proposals must show the firm name; must be signed by a responsible officer, or employee fully authorized to bind the organization to the terms and conditions. Obligations assumed by such signatures must be fulfilled.
- 54. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION:** All work is to be performed in accordance with these Specifications and Standard Specifications for Public Works Construction, 2021 Edition (Green Book), complete with Amendments to Standard Specifications for Public Works Construction, 2018 Edition, by Los Angeles County Sanitation Districts; the two (2) latter documents, which are hereinafter referred to as the Standard Specifications, are hereby made a part of the Contract Documents. Copies may be purchased from the publisher, Building News, Inc., 1612 South

Clementine Street, 12 Anaheim, California, 92802, or at professional bookstores. Copies of the Amendments to Standard Specifications for Public Works Construction, 2018 Edition, by Los Angeles County Sanitation Districts, are available at no cost at the office of the Districts, 1955 Workman Mill Road, Whittier, California, 90601. The same copy is also available on the Districts' internet site at <http://www.lacsd.org>.

- 55. SUBCONTRACTOR'S LIST:** Contractor agrees to bind every subcontractor by terms as far as such terms are applicable to subcontractors' work. If Contractor shall subcontract any part of the work, Contractor shall be fully responsible to the Districts for acts and omissions of his or her subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in this document shall create any contractual relations between any subcontractor and the Districts.

Each Contractor shall submit with his or her proposal the Subcontractor's List Form completed with a list of the names and locations of the places of business, DIR number, of each subcontractor who will perform work or labor or render service to the Contractor in or about the project, or a subcontractor who under subcontract to the Contractor, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the contractor's total proposal as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et. seq.). If alternate proposals are called for and the Contractor intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate. If no subcontractors are contracted, please indicate "Not Applicable" on the form.

- 56. ADDITIONAL TERMS & CONDITIONS:** Upon award of proposal, additional terms and conditions may apply as applicable to the binding and execution of contractual agreement.

END OF RFP

Attachment B: Labor Practices

LABOR PRACTICES

1. SCOPE

This Section covers the prevailing wage rates determined by the Director of the Department of Industrial Relations of the State of California and other labor practices.

2. GENERAL

Pursuant to applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages and not less than the general prevailing rate of per diem wages for legal holiday and overtime work for each craft or type of worker needed to execute the work contemplated under this Contract, as ascertained by the Director of the Department of Industrial Relations, shall be paid to all workers employed on said work by the Contractor or by any subcontractor doing or contracting to do any part of said work.

2.1 Wage Rates, Travel, and Subsistence

2.1.1 Wage Rates. Pursuant to the provisions of Article 2 Chapter 1, Part 7, Division 2, of the Labor Code (§ 1770 *et seq.*), the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work of improvement is to be performed for each craft, classification, or type of worker needed to provide the Work contemplated under this Contract from the Director of the Department of Industrial Relations ("DIR"). These rates are listed in **Attachment 1**, on file with the District, and copies will be made available to any interested party on request. The Contractor shall submit a copy of the general rate of per diem wages for each craft, classification, or type of work needed to execute the work within 10 working days after the receipt of proposals. The Contractor shall post a copy of such wage rates at the jobsite prior to commencing work.

For any worker employed to perform work, where such work is not covered by any classification listed in the published general prevailing wage rates determinations or per diem wages determined by the DIR, said worker shall be paid not less than the minimum rate of wages specified in the classification which most nearly corresponds to the employment of such person in such classification.

2.1.2 Holiday and Overtime Pay. Holiday and overtime work, when permitted by law, shall be paid for at a rate set forth in the prevailing wage determinations issued by the DIR or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in this Contract, or authorized by law.

2.1.3 Wage Rates Not Affected By Other Contracts. Contractor shall pay and shall cause to be paid to each employee to whom prevailing wage rates apply not less than the general prevailing rate of per diem wages determined by the DIR, regardless of any contractual relationship which may be alleged

to exist between Contractor and Employee.

2.1.4 Travel And Subsistence. Contractor shall pay and shall cause to be paid to each employee performing Work travel and subsistence payments, as such travel and subsistence payments are defined by the DIR and in accordance with Labor Code § 1773 *et seq.*, including but not limited to Labor Code § 1773.1.

2.1.5 Change In Prevailing Wage During Solicitation or During Maintenance Contract. If the DIR issues a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, Contractor must comply with current prevailing wages at all times pursuant to determinations by the DIR and Labor Code § 1773 *et seq.* Prevailing wage determination rates are issued twice a year, in February and August and, as of the date of this Contract, the effective date of a determination is 10 days after the issue date of the determination. So, for example, if the prevailing wage determination is issued February 22, the effective dates for implementing said new rate is March 3rd in leap years, and March 4th in non-leap years.

2.1.6 Minimum Wage Rates. Any worker employed to perform Work, which Work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the DIR, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

2.1.7 Per Diem Wages. Contractor shall pay and shall cause to be paid to each employee performing Work per diem wages including, but not limited to, employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code § 1773.1.

2.1.8 Posting of Wage Rates. Prior to commencing any Work, Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code Section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

2.1.9 Forfeiture and Payments. Pursuant to Labor Code § 1775, Contractor shall forfeit to District not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the DIR, for such craft or classification in which such worker is employed for any Work performed. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of Contractor's mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage, the previous record of Contractor in meeting his or her prevailing rate of per diem wage obligations, or Contractor's willful failure to pay the correct prevailing rate of per diem wages. A mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage is not excusable if Contractor had knowledge of it or the obligations under this part. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each worker by Contractor.

2.1.10 Monitoring and Enforcement by Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE). Contractor shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code Section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. Contractor must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The District will have direct and immediate access to all CPRs for Work performed under this Contract that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner and DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code Section 226, and conducting random in-person inspections of the Premises ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Premises, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted, or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by Contractor. Contractor and all employees shall cooperate and comply with any lawful requests by the Labor Commissioner/DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

2.2 Records of Wages Paid: Certified Payroll Submissions and Inspection

2.2.1 Payroll Records

- a. Pursuant to § 1776 of the Labor Code, Contractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Work.
- b. All payroll records as specified in Labor Code § 1776 of Contractor shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code § 1771.4(a)(3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code § 1776 shall be certified and submitted to the

District in hard copy (not electronic) with each application for payment or invoice. All payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
 3. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by CE, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
 - d. Contractor shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.
 - e. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or redacted to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Work shall not be marked or redacted. Any copy of records made available for inspection by, or furnished to, a joint labor- management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or redacted only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
 - f. The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall provide notice of a change of location

and address within five (5) days of same.

- g. Contractor shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that Contractor fails to comply within the 10-day period, the Contractor shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from payments then due to Contractor.
- h. Responsibility for compliance with this Article shall rest upon Contractor.

2.2.2 Withholding of Contract Payments & Penalties

The District may withhold or delay contract payments to Contractor if:

- a. The required prevailing rate of per diem wages determined by the DIR is not paid to all Employees performing Work;
- b. Contractor fails to submit all required certified payroll records with each application for payment or invoice, but not less than once per month;
- c. Contractor submits incomplete or inadequate payroll records;
- d. Contractor fails to comply with the Labor Code requirements concerning apprentices;
or
- e. Contractor fails to comply with any applicable state laws governing workers on public works projects.

2.3 Apprentices

2.3.1 **Apprentice Wages and Definitions.** All apprentices employed by Contractor to perform Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, as determined by the DIR, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with § 3070) of Division 3, are eligible to be employed under this Contract.

The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California apprenticeship Council.

2.3.2 **Apprentice Labor Pool.** When Contractor employs workers in any apprenticeable craft or trade, Contractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the Work, for a certificate approving

the Contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving Contractor, shall arrange for the dispatch of apprentices to Contractor in order to comply with this Section. Contractor shall submit the Contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Site of the work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractor shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade at the Premises, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this Section, in no case shall the ratio be less than one(1) hour of apprentice work for every five(5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one(1) apprentice for each five(5) journeymen.

2.3.3 Journeyman/Apprentice Ratio; Computation of Hours. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one(1) apprentice for each five(5) journeymen in a craft or trade classification.

2.3.4 Journeyman/Apprentice Ratio. Contractor, if covered by this Section upon the issuance of the approval certificate, or if previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by Contractor that it employs apprentices in the craft or trade in the state on all of its contracts on an annual average of not less than one(1) hour of apprentice work for every five(5) hours of labor performed by a journeyman, or in the land surveyor classification, one(1) apprentice for each five(5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting CE from the 1-to-5 hourly ratio as set forth in this Section. This Section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars (\$30,000) or twenty(20) working days. Any work performed by a journeyman in excess of eight(8) hours per day or forty(40) hours per week, shall not be used to calculate the hourly ratio required by this Section.

2.3.5 Apprenticeable Craft or Trade. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and

regulations prescribed by the Apprenticeship Council.

The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

- a. Unemployment for the previous three-month period in the area exceeds an average of fifteen(15) percent.
- b. The number of apprentices in training in such area exceeds a ratio of 1-to-5.
- c. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth(1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.
- d. Assignment of an apprentice to any work performed under this Contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

2.3.6 Ratio Exemption. When exemptions are granted to an organization which represents Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

2.3.7 Apprentice Fund. If Contractor employs journeymen or apprentices in any apprenticeable craft or trade and is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Project, to which fund or funds other contractors in the area of the site of the Project are contributing, Contractor shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same basis and in the same manner as the other contractors do, but if the trust fund administrators are unable to accept the funds, Contractor shall pay a like amount to the California Apprenticeship Council. Contractor may add the amount of the contributions in computing its bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code §227.

2.3.8 Contractor Compliance. The responsibility of compliance with **Part** and § 1777.5 of the Labor Code for all apprenticeable occupations is with Contractor.

2.3.9 Decisions Of Joint Apprenticeship Committee. All decisions of the joint apprenticeship committee under **Part 2.3** and Labor Code § 1111.5 are subject to Labor Code § 3081.

2.3.10 No Bias. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race,

religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code §3077.

2.3.11 Violation of Labor Code. Pursuant to Labor Code § 1777.7, in the event Contractor willfully fails to comply with the provisions of **Part 2.3** and Labor Code § 1777.5:

- a. The DIR shall deny to Contractor the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations. Each period of debarment shall run from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council
- b. If Contractor violates Section 1777.5 it shall forfeit as a civil penalty the sum of two hundred dollars (\$200) for each calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed, District shall withhold the amount of the civil penalty from the contract progress payments then due or to become due.
- c. In lieu of the penalty provided for in subdivision (a) or (b), the DIR may for a first time violation and with the concurrence of the joint apprenticeship committee, order Contractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.
- d. Any funds withheld by District pursuant to this Section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.
- e. The interpretation and enforcement of Section 1777.5 and this Section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

2.4 DIR Registration

2.4.1 Registration by Contractor and All Subcontractors of Any Tier. Strict compliance with all DIR registration requirements in accordance with Labor Code §§ 1725.5 and 1771.1 is a material obligation of Contractor under the Contract. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the work by Contractor. The failure of Contractor to be properly registered with DIR at all times during performance of the work is a material breach of the Contract and subject to termination for cause. An affirmative and ongoing obligation of Contractor under the Contract is the verification that all Subcontractors of any tier are at all times during performance of the work in full and strict compliance with the DIR registration requirements. Contractor shall not permit or allow any subcontractor of any tier to perform any work without Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor

Code § 1771.1. Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

3. NON-DISCRIMINATION OF EMPLOYMENT

Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended.

4. INDENTURED APPRENTICES

The Contractor shall fully comply with Labor Code Section 1777.5 regarding the employment of indentured apprentices on public works. This obligation shall extend to all apprenticeable occupations utilized on the subject report.

* * * * *

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Driver (On/Off-Hauling To/From Construction Site)

Determination:

C-DT-830-261-10-2021-1

Issue Date:

February 22, 2021

Expiration date of determination:

March 31, 2021* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino and San Diego Counties.

Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare ^a	Pension	Vacation and Holiday ^b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^c	Sunday/Holiday Overtime Hourly Rate (1 ½ X)
Driver: Dump Truck	\$17.00	\$2.05	\$0.085	\$0.33	\$0.00	\$0.00	8.0	\$19.465	\$27.965	\$27.965

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

* There is no predetermined increase applicable to this determination

^a The contribution applies to all work up to \$355.00 per month.

^b \$0.65 after 2 years of service

\$0.98 after 5 years of service

\$1.31 after 9 years of service

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

Attachment C: RFP No. 04026: BIOSOLIDS MANAGEMENT SERVICES 2023



**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

REQUEST FOR PROPOSALS

BIOSOLIDS MANAGEMENT SERVICES 2023

RFP No. 04026

QUESTCDN No. 8341819

CONTACT: Maribeth Tan, Supervisor of Purchasing

KEY DATES:

DUE DATE & TIME: Wednesday, March 15, 2023 at 11:00 A.M. online

LAST DAY FOR QUESTIONS: Thursday, March 2, 2023, 3:00 P.M.

MANDATORY VIRTUAL PRE-PROPOSAL CONFERENCE:

Thursday, February 16, 2023 at 9:00 a.m.

MANDATORY SITE VISIT MEETINGS:

JWPCP - Tuesday, February 21, 2023 at 10:00 a.m.

VALENCIA WRP – Wednesday, February 22, 2023 at 10:00 a.m.

PALMDALE WRPS – Thursday, February 23, 2023 at 10:00 a.m.

LANCASTER WRPS – Thursday, February 23, 2023 at 1:00 p.m.

Robert C. Ferrante

Chief Engineer and General Manager

Purchasing & Risk Management Section | 1955 Workman Mill Road | Whittier, CA 90601

Phone: 562-908-4288 ext. 1400 | **Email:** bids@lacsds.org

OUR SERVICE AREA



**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

**RFP No. 04026/QUESTCDN No. 8341819
BIOSOLIDS MANAGEMENT SERVICES 2023**

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**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

**RFP No. 04026/QUESTCDN No. 8341819
BIOSOLIDS MANAGEMENT SERVICES 2023**

TENTATIVE SCHEDULE OF EVENTS

NOTICE

From the issuance date of this RFP, until a proposal(s) is selected and until the selection is announced, Proposers shall not communicate with any Districts’ staff or members of the Board regarding this procurement, except at the direction of Beth Tan, the Districts’ designee. Any unauthorized contact may disqualify the proposer from further consideration.

<i>Description</i>	<i>Tentative Date</i>
Release of RFP:	February 8, 2023
Virtual Pre-Proposal Conference	February 16, 2023 at 9:00 a.m.
Mandatory site visit meetings:	JWPCP – 02/21 at 10:00 a.m. VALWRP – 02/22 at 10:00 a.m. PAWRP – 02/23 at 10:00 a.m. LANWRP – 02/23 at 1:00 p.m.
Deadline for written questions:	March 2, 2023
Responses to Question posted on QUESTCDN:	March 7, 2023
Proposal Due Date (Submittal Deadline) :	March 15, 2023 11:00 a.m.
Anticipated evaluation:	March-April 2023
Anticipated board approval:	April 2023



**RFP No. 04026/QUESTCDN No. 8341819
BIOSOLIDS MANAGEMENT SERVICES 2023**

SPECIFICATIONS

February 2023

1.0 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Alternative technology For the purposes of this RFP, Alternative biosolids management technologies include anything other than the Class A methods described in 40 CFR Part 503, Class B land application, and landfilling

Biosolids	Nutrient-rich organic materials resulting from the treatment of sewage sludge (see Section 7.2)
CARB	California Air Resources Board
CCR	California Code of Regulations
Certified weigh scales	Truck weigh station permitted by the State of California to certify weights for commerce
Class A Biosolids	Biosolids meeting 40 CFR Part 503 standards for Class A, EQ Biosolids including metals (Part 503.13 Tables 1 & 3), pathogens (Part 503.32(a)), and vector attraction reduction (Part 503.33(b)(1) through (8))
Class B Biosolids	Biosolids meeting 40 CFR Part 503 standards for Class B Biosolids including metals (Part 503.13 Tables 1 & 3), pathogens (Part 503.32(b)), and vector attraction reduction (Part 503.33(b)(1) through (10))
CFR	Code of Federal Regulations
Contractor	The successful Proposer; Prime Contractor
SCVSD	Santa Clarita Valley Sanitation District of Los Angeles County
Districts	Districts Nos. 2, 14, 20 of Los Angeles County and SCVSD, and/or each of them
District No. 2	County Sanitation District No. 2 of Los Angeles County

District No. 14	County Sanitation District No. 14 of Los Angeles County
District No. 20	County Sanitation District No. 20 of Los Angeles County
Facility	Biosolids processing facility or land application site
FPA	Fuel Price Adjustment
JWPCP	Joint Water Pollution Control Plant
LWRP	Lancaster Water Reclamation Plant
MGD	Million Gallons per Day
Non-Fuel Base Cost	Component of biosolids management costs in \$/WT not subject to monthly Fuel Price Adjustments, including but not limited to labor, equipment, materials, fuel (exclusive of the FPA), taxes, fees, licenses, and insurance to legally perform the work required
Proposer	Person or company submitting a proposal in response to this RFP
PWRP	Palmdale Water Reclamation Plant
RFP	Request for Proposals, this document
Subcontractor	Person or company working under contract to the Contractor
Transportation Fuel Base Cost	Transportation fuel component of the Base Cost in \$/WT that may be subject to Fuel Price Adjustments
VWRP	Valencia Water Reclamation Plant
WTPD	Wet tons per day
WTPY	Wet tons per year
WT	Wet ton

2.0 PROJECT OVERVIEW

The Los Angeles County Sanitation Districts consist of 24 independent special districts serving about 5.5 million people in Los Angeles County. Their collective service area covers approximately 850 square miles and encompasses 78 cities and unincorporated areas in the County.

The Sanitation Districts’ wastewater system consists of about 1,400 miles of sewers, 48 pumping plants, and 11 wastewater treatment plants. This system conveys and treats about half of the wastewater produced in Los Angeles County.

The purpose of the Request for Proposal (“RFP”) is to solicit qualified contractors (“Proposers”) to manage Class B Biosolids from four wastewater treatment plants, as described in **Table 2-1**.

Table 2-1: Districts’ Wastewater Facilities and Biosolids Offered

Facility	Location City (Sanitation District)	Total Produced, WTPY	Approx. Offered, WTPY	No. of Contracts to be Awarded	Estimated Allocation per Contract, approx. WTPY
Joint Water Pollution Control Plant (JWPCP)	Carson (District No. 2)	430,000	285,000	multiple	Minimum 25,000
Valencia Water Reclamation Plant (VWRP)	Valencia (SCVSD)	27,000	27,000	1	27,000
Palmdale Water Reclamation Plant (PWRP)	Palmdale (District No. 20)	10,000	10,000	1	10,000
Lancaster Water Reclamation Plant (LWRP)	Lancaster (District No. 14)	14,000	14,000	1	14,000

Note: Tonnages assigned to Contractors will be subject to modification as a result of operational changes or constraints at Districts’ facilities or statutory, regulatory, or other changes relating to organics management. It is possible the production of biosolids from PWRP could decrease substantially or stop within the performance period of the contract. In that case some or all PWRP biosolids would be transported by Districts staff to LWRP where they would be managed under the LWRP contract. See sections 7.5 and 7.6 for details.

The Districts seek reliable, diversified, cost-effective, and environmentally sound methods for Biosolids management services.

Proposals will be evaluated on these and other criteria. **Section 8** discusses proposal evaluation. Biosolids management services refer to the removal, transportation, and reuse or disposal of Biosolids. See **Section 7** for an elaboration of the scope of work.

This RFP is anticipated to result in the award of multiple contracts for JWPCP, and one contract each for VWRP, LWRP and PWRP. The Districts will prefer to award both the PWRP contract and LWRP contract to a single contractor because of the likelihood that operational changes at both facilities will consolidate the work under both contracts to a single location. See Section 7 for details. All contracts will commence ***no later than June 1, 2023***. Any earlier date of commencement will be the Commencement Date for that contract. (“Commencement Date”), for an initial duration of three years.

Only Proposers meeting the minimum qualifications of this RFP will be considered. The minimum qualifications are detailed in **Section 6**.

Mandatory Site Visit Meetings will be held at each wastewater facility.

3.0 MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT MEETINGS

The Districts will hold a virtual pre-proposal conference via Zoom on **February 16, 2023, at 9:00 a.m.** The meeting I.D. number is **835 6175 3560**. The Districts' will record the meeting; Contractor consents to recording by their attendance.

Each Proposer shall attend the Mandatory Site Visit Meetings for each contract on which it seeks to make a proposal. These meetings will take place at the dates, times, and locations shown in **Table 3-1**. At each location, the meeting will start promptly at the designated time and is anticipated to last approximately 1 hour. Proposers must allow ample time prior to a meeting to locate the facility, park and sign-in at the facility office.

Table 3-1: Site Visit Meeting Locations, Dates and Times

Location	Address	Date & Time
JWPCP	24501 South Figueroa Street, Carson, CA 90745	Feb 21 at 10:00 a.m.
VWRP	28185 The Old Road, Valencia, CA 91355	Feb 22 at 10:00 a.m.
PWRP	39300 30th Street East, Palmdale, CA 93550	Feb 23 at 10:00 a.m.
LWRP	1865 West Avenue D, Lancaster, CA 93534	Feb 23 at 1:00 p.m.

By submitting a proposal for these services, the Proposer certifies its acceptance of all site conditions apparent from inspection or disclosed during the meeting.

4.0 COMPANY INFORMATION AND STATEMENTS

Proposals shall include the following information. See **Section 6** for minimum qualifications and additional submittal requirements.

- Company name, address, name of principals, and name, phone number and email address of contact person, and Facility address and phone number.
- Signed statement that the proposal will remain valid for no less than six months from the submission deadline date.
- Cover letter signed by a principal of the company which accepts all terms and conditions of this RFP and offers to perform the work defined herein. Address this letter to Robert Ferrante, Chief Engineer and General Manager of the Districts.

- Three client references for whom Proposer has provided Biosolids reuse and/or disposal services for a minimum of six months. References provided under **Section 6.2** and **6.4** may count toward meeting this requirement. A minimum of three references must be provided for the Proposer. Districts employees shall not be used as references.
- Subcontractor company name(s), address, name of principals, contact information, and work scope. (See **Sections 6.0** regarding subcontracting.)
- Company's current Experience Modification Rating (E-Mod factor), for Proposer and all Subcontractors.
- Full disclosure of information regarding the company's financial condition and, if applicable, the financial condition of the corporation willing to guarantee the Proposer's obligations under this RFP. The required disclosure shall include a copy of the most recent comprehensive annual financial report.

5.0 COST PROPOSAL AND ADJUSTMENTS

Proposals must include a cost proposal with all costs in dollars per wet ton (\$/WT) using the Cost Proposal Form. Cost proposals must include a non-fuel component and a transportation fuel component. Any minimum cost per load must be clearly stated. Proposers may elect to bid on one wastewater facility, more than one, or all four. There is no obligation to propose services for all four facilities.

To account for the volatility of retail fuel prices, the transportation fuel component of the Base Cost may be subject to a Fuel Price Adjustment (FPA) in accordance with this RFP. The round-trip miles included in the FPA calculation must be provided on the Proposal Form.

The non-fuel component of the Base Costs must be inclusive of all Biosolids management services, including but not limited to all labor, equipment, materials, fuel (exclusive of the FPA), taxes, fees, licenses and insurance to legally perform the work required. The Base Cost shall be fixed and remain valid for the first year.

5.1 Alternative and Future Processes

The purpose of this RFP is to solicit qualified contractors to manage Class B Biosolids from four wastewater treatment plants over the next three years at a minimum. The Districts are aware new biosolids management technologies are being developed. New management process capabilities are also being added to existing facilities.

Facilities offering alternative biosolids management technologies are invited to respond to this RFP.

Facilities offering several alternative biosolids management processes or with planned biosolids management processing capabilities in development may propose to include more than one process and multiple cost proposals are acceptable in this case.

5.2 Gate Rate

The purpose of this RFP is to solicit qualified contractors for combined biosolids management services, including transport and management. For respondents who may occasionally receive biosolids from a Districts facility delivered by a Districts provided hauler, a gate rate cost (excluding hauling) may be included in the cost proposal.

6.0 MINIMUM QUALIFICATIONS

Minimum qualifications for Proposers are listed below with descriptions of the required qualification submittals. Contractors must provide all required information in their proposals, including information for their Subcontractors. The Districts may reject as non-responsive any Proposals that do not contain all required qualification information.

6.1 Readiness to Start

Proposer must be ready to provide Biosolids management services on a continuous and uninterrupted basis on the Commencement Date. For this RFP, the Contractor must demonstrate that their facility is ready, i.e., fully functional, to accept biosolids by the commencement date. Proposers with a facility ready to commence on the commencement date *and* a second biosolids management process in development are considered ready to start.

6.2 Project Experience

Proposer shall have at least six months of successful experience managing Class A or B Biosolids with at least 50 WTPD for a public agency or municipality in the United States or Canada. This requirement applies to the company principal, project manager, or facility manager. The six months of experience must be within the past 10 years and may be cumulative but not simultaneous (i.e., two concurrent jobs in one year do not qualify as two years).

6.3 Facility Capacity and Permits

Proposer shall have a fully permitted Facility for use on this project, with adequate capacity to receive, process, reuse¹ and/or dispose of at least 50 WTPD of Class B Biosolids, and with at least six months of successful, continuous operation² prior to the Proposal Due Date.

Upon request during the proposal evaluation period, the Proposer shall grant access to Districts' representatives during normal business hours for Facility inspections and viewing and copying of operational records.

Submit with proposal the following documents:

¹ "Reuse" in this RFP refers to Biosolids management methods that beneficially use, recover or recycle its nutrients and/or energy value; does not include landfill disposal.

² "Successful, continuous operation" means accepting Biosolids without interruption, 365 days per year, with up to 15 days per year allowed for suspension or diversion, either planned or unplanned.

- (a) Signed statement that the Facility has sufficient available capacity to accommodate at least 50 WTPD of Biosolids from the Districts. The statement shall give the permitted, current operational, and available throughputs.
- (b) Description of the Biosolids management method and Facility. Include site map, process descriptions, diagrams that detail all major components, material and energy inputs, products, byproducts, wastes, and their use or final disposition. Also describe proposed backup management option, if applicable under **Sections 7.4, 7.5, and 7.6**.
- (c) Current and valid copies of the following permits, as applicable
 - Solid Waste Facility Permit, or operating permit from the local or state jurisdiction
 - National Pollution Discharge Eliminating System (NPDES) Permit
 - Waste Discharge Requirements (WDR)
 - Air Permit
 - Conditional Use Permit
 - Other permits that impact facility operations and throughput
- (d) Copy of the most recent EPA Part 503 annual report (PDF copy on CD is acceptable).
- (e) Disclosure of any enforcement action within the past 36 months from a regulatory or permitting agency, including copies of any Notice of Violations and an explanation of the issue and status of resolution.

6.4 Hauling Experience and Capacity

Proposer shall have a minimum of six months of successful experience hauling Biosolids or manure and shall demonstrate adequate capacity to haul at least 50 WTPD. Proposer may use Subcontractors to meet the 50 WTPD capacity requirement; however, each Subcontractor must meet the six months experience criterion. All trucks used for this project must comply with latest applicable regulations.

Hauling with alternative fuel vehicles (AFV) is encouraged but not required. AFVs include but are not limited to compressed natural gas (CNG), liquefied natural gas (LNG), biodiesel, electric hybrid, or full electric trucks. Proposer is responsible for all costs associated with the acquisition, phase-in, operation and maintenance of AFVs.

The Districts value diversity among haulers to enhance reliability and flexibility. Proposals including multiple hauling contractors or using a company that does not currently haul Districts' Biosolids, will receive consideration for increasing hauler diversity. If multiple haulers are listed, information must be submitted for each hauling Subcontractor.

Submit:

- (a) Description of Biosolids hauling projects with at least one client reference, including agency or company name, contact person, telephone number, and email address. Districts employees shall not be used as references.

- (b) Existing fleet information including tractor make, model year, and fuel type if not diesel; also trailer make, type and capacity.

7.0 SCOPE OF WORK

7.1 Contractor Responsibilities

Responsibilities of the Contractor include, but are not limited to:

- A. Ensure timely, reliable, and safe removal of Biosolids from JWPCP, VWRP, PWRP, or LWRP, as scheduled by Districts' staff, with capability to work seven days per week, 365 days per year.
- B. Provide all labor, equipment, materials, tools, supplies, and coordination necessary to perform Biosolids management services in accordance with this RFP and the contract to be awarded.
- C. Cooperate with the Districts in safely performing the work, including adhering to directions from Districts' staff, complying with Districts' rules and procedures, respecting, and cooperating with other contractors, and protecting Districts' facilities and assets.
- D. Manage, direct, and oversee the Facility/Facilities that further treat, process, apply, use, handle, store, or dispose of Biosolids, including site development, permitting, construction, operation, and maintenance.
- E. Comply with all laws, rules, and regulations applicable to hauling of Biosolids, Contractor site operations, and Biosolids reuse or disposal, including reporting and notification requirements.
- F. Submit monthly reports to the Districts within 30 days after the end of each month which include a record of all Biosolids received (date, net tons, origin), certification that all operations were performed in compliance of applicable laws, and description and status of regulatory enforcement action, if any. Provide any other documentation as may be required by the Districts within 10 days.
- G. Final marketing, use, transportation/conveyance, and/or disposal of the Biosolids, compost, energy, byproducts, or wastes.

Failure to perform any of the above responsibilities may result in the withholding of all or a portion of monies otherwise due to the Contractor until full compliance is achieved.

7.2 Biosolids Description

All of the Districts' Biosolids are municipal wastewater solids or sewage sludge treated through anaerobic digestion and dewatering. Districts' facilities produce Biosolids that meet Class B pathogen and vector attraction reduction requirements pursuant to 40 CFR Part 503, with pollutant levels below Tables 1 and 3 of Part 503.13. In addition, all Districts' Biosolids are non-hazardous, as determined pursuant to the Waste Extraction Test (WET) and Total Threshold Limit Concentration requirements of CCR Title 22, Division 4.5, Chapter 11, Article 3.

Analytical results for Biosolids, including percent total solids, nutrient content, and concentrations of metals and other regulated constituents are provided for JWPCP VWRP, PWRP, and LWRP in **Attachment 5**. Site specific details are discussed below.

7.3 JWPCP Description and Tasks

The JWPCP is a 400 MGD wastewater treatment facility, currently processing about 250 MGD. It receives solids from six other water reclamation plants as part of a regional system known as the “Joint Outfall System.” JWPCP generates about 430,000 wet tons of Biosolids annually at 27-29% solids content by weight. Solids treatment includes anaerobic digestion, screening (5 mm), polymer addition, and dewatering by scroll centrifuges.

For this solicitation, the JWPCP tonnage offered is approximately 285,000 WTPY. Annual allocations for JWPCP contracts will range from nominally 25,000 to 100,000 WTPY. If a Contractor or Subcontractor owns and/or operates multiple Facilities, the maximum annual allocations will be limited to 100,000 WTPY per Facility.

District No. 2 reserves the right to allocate Biosolids according to its own discretion, including but not limited to 1) accommodate plant process changes, 2) increase program diversity, 3) develop a new reuse technology, 4) promote competition, 5) achieve environmental or regulatory goals, or 6) reduce cost.

JWPCP is open 24 hours a day and has three solids loading stations. Typically, one or two stations operate at a time. Trucks and trailers may not be taller than 11 feet or wider than 13 feet to clear the loading stations. JWPCP staff may inspect any truck before it enters the loading stations for the first time. Trucks may not be backed into the stations. Polymer may be used in trailers only after approval by District No. 2, and only if it is in a form that does not escape or spill to surroundings or contaminate the Biosolids. Dry polymer is not allowed.

JWPCP personnel will operate the loading station once trucks are in place, but the Districts will not provide any other labor. The Contractor’s drivers are responsible for cleaning any spills, tarping loaded trailers within designated areas, and inspecting truck exteriors prior to leaving JWPCP to prevent the track-out of Biosolids. Biosolids trailers must be tarped and cleaned before entering public roads.

Contractors can expect loading at JWPCP to take up to one hour; however, during occasional periods of low solids inventory, loading may take greater than four hours. The Contractor will not be eligible for additional compensation for any costs associated with wait times for loading of vehicles. *The loading of trucks for Inland Empire Regional Composting Facility (IERCF) and Tulare Lake Compost (TLC) have priority over the trucks for Contractors under this RFP.*

JWPCP loading stations have non-Certified weigh scales. All trucks must be weighed when empty upon entering and again when fully loaded. The Contractor’s drivers shall provide JWPCP personnel with a printed, multi-copy ticket which clearly identifies the Contractor, destination, date/time, and truck/trailer number. JWPCP personnel will write the gross and tare vehicle weights on the tickets and retain a copy. These weights will be used to determine the net load for recordkeeping and billing. Contractors may use their own facility scales for billing if given prior approval by District No. 2. The Contractor shall submit

invoices to the Districts on a monthly basis, with the date and net weight of each load, within 30 days after the end of each month.

Facility address and contact information is as follows:

Joint Water Pollution Control Plant
24501 South Figueroa Street
Carson, CA 90745
Plant Contact: Gustavo Caro, Operations Superintendent, (310) 830-2400, ext. 5213

7.4 VWRP Description and Tasks

The VWRP operates along with the Saugus Water Reclamation Plant as a regional system in the Santa Clarita Valley with all solids processed at VWRP. VWRP is a 21.6 MGD facility currently treating 14 MGD of wastewater and producing approximately 27,000 WTPY of dewatered Biosolids at about 19% solids content.

One award is anticipated, and it is expected the incumbent will transport and manage the entire annual production of biosolids from the VWRP: approximately 27,000 wet tons.

Biosolids removal from VWRP is required at a rate of three to five truckloads daily, Monday through Friday. Open hours are from 7:00 a.m. until 2:00 p.m. The Contractor shall coordinate directly with the plant supervisor regarding the actual hauling schedule. The truck loading station door opening is 18'-9" wide and 14' high. The truck loading station features a non-Certified weigh scale. Loading is estimated to take approximately 30 minutes per truck. The Contractor will not be eligible for additional compensation for vehicle loading wait times. The Contractor shall submit invoices to the Districts on a monthly basis, with the date and net weight of each load, within 30 days after the end of each month.

Like JWPCP, solids treatment at VWRP consists of anaerobic digestion and dewatering, except that VWRP dewateres with plate and frame filter presses, and there is no additional screening of contaminants after the plant inlet bar screens, which have openings of ½". As such, VWRP Biosolids may contain small amounts of debris.

VWRP personnel will operate the loading station once trucks are in place, but the Districts will not provide any other labor. The Contractor's drivers are responsible for cleaning any spills, tarping loaded trailers, and inspecting truck exteriors prior to leaving to prevent the track-out of Biosolids. Biosolids trailers must be tarped and cleaned before entering public roads.

Any Proposer for VWRP that proposes reuse through direct land application must provide a backup management option in the event of plant upsets that result in sub-Class B Biosolids. The backup option must further treat the Biosolids to meet 40 CFR Part 503 requirements or provide for disposal. The backup option must be described in the information submitted for **Section 6.3**, and the cost in \$/WT must be indicated on the Cost Proposal Form.

Facility address and contact information is as follows:

Valencia Water Reclamation Plant
28185 The Old Road
Valencia, CA 91355
Plant Contact: Juan Huerta and Kevin Canning, Operations Supervisors, (661) 257-2549

7.5 PWRP Description and Tasks

The PWRP has the capacity to treat 12.0 MGD, with actual flows currently about 9 MGD. It produces approximately 10,000 WTPY of Biosolids at 60-70% solids content.

One award is anticipated, and it is expected the incumbent will transport and manage the entire annual production of biosolids from the PWRP: approximately 10,000 wet tons. It is possible the production of biosolids from PWRP could decrease substantially or stop within the performance period of the contract. The operation may change such that some or all PWRP biosolids are transported by Districts staff to LWRP. In that case incumbent PWRP contractor would be responsible for any loading, transporting, and managing any biosolids at the PWRP site, while the incumbent LWRP contractor would be responsible for loading, transporting, and managing any biosolids at the LWRP site.

Sludge is treated by anaerobic digesters and dewatered with scroll centrifuges. Unlike JWPCP or Valencia, there are no storage silos or truck loading stations. Instead, PWRP stores its Biosolids or dewatered "cake" in a nearby solar drying bed to further decrease moisture. The PWRP drying beds are located two miles from the plant on 40th Street near Avenue "O". Similar to VWRP, there is no additional screening of contaminants after the plant inlet headworks; therefore, PWRP biosolids may contain small amounts of debris.

The transportation of Biosolids from PWRP is seasonal (typically six to nine months out of the year, avoiding the wet season) and will occur only upon the request of the Plant Operations Supervisor. The Contractor shall respond and begin Biosolids removal within seven calendar days of being notified by the Operations Supervisor. Once mobilized, removal shall continue until all drying beds are empty; however, the Operations Supervisor may direct the Contractor to stop at any time. Open hours are from 7:00 a.m. until 3:00 p.m.

The Contractor shall provide a front-end loader for use at PWRP as well as trained loader operators. The loader may be shared with LWRP if the Contractor is awarded both contracts and has the means to transport it as needed. All weights will be determined at the Contractor's Facility. There are no truck scales at PWRP. The Contractor shall submit invoices to the Districts on a monthly basis, with the date and net weight of each load, within 30 days after the end of each month.

PWRP will not provide any labor for the loading and removal of Biosolids. The Contractor's drivers are responsible for cleaning any spills, tarping loaded trailers, and inspecting truck exteriors prior to leaving to prevent the track-out of Biosolids. Biosolids trailers must be tarped and cleaned before entering public roads.

PWRP may implement drying projects in the future to reduce Biosolids moisture. This would reduce the overall tonnage available.

Any Proposer for PWRP that proposes reuse through direct land application must provide a backup management option in the event of plant upsets that result in sub-Class B Biosolids. The backup option must further treat the Biosolids to meet 40 CFR Part 503 requirements or provide for disposal. The backup option must be described in the information submitted for **Section 6.3**, and the cost in \$/WT must be indicated on the Cost Proposal Form.

Facility address and contact information is as follows:

Palmdale Water Reclamation Plant
39300 30th Street East, Palmdale, CA 93550
Plant Contact: Jeanine Gonzalez, Operations Supervisor, (661) 947-6053

7.6 LWRP Description and Tasks

The Lancaster Water Reclamation Plant (LAWRP) has the capacity to treat 18.0 MGD, with actual flows currently about 15 MGD. It produces approximately 14,000 WTPY of Biosolids at 60-70% solids content. Like VWRP, there is no additional screening of contaminants after the plant inlet headworks; therefore, LAWRP biosolids may contain small amounts of debris.

One award is anticipated, and it is expected the incumbent will transport and manage the entire annual production of biosolids from the LWRP: approximately 14,000 wet tons. This would result from the importation of up to about 10,000 tons per year of biosolids to LWRP from another wastewater facility. The biosolids would be spread and air dried, possibly also limiting biosolids loadout to the warmer months of the year. In the event this project proceeds the incumbent LWRP contractor would be responsible for loading, transporting, and managing any biosolids at the LWRP site.

Sludge is treated by anaerobic digesters, followed by dewatering with scroll centrifuges and solar drying beds. Unlike JWPCP or Valencia, there are no storage silos or truck loading stations. Like PWRP, LWRP stores its Biosolids or dewatered "cake" in a solar drying bed. The LWRP drying beds are located onsite.

The transportation of Biosolids from LWRP will occur at the request of the plant supervisor. The Contractor shall respond and begin Biosolids removal within seven calendar days of being notified by the Operations Supervisor. Once mobilized, removal shall continue until all drying beds are empty; however, the Operations Supervisor may direct the Contractor to stop at any time. Open hours are from 7:00 a.m. until 3:00 p.m.

The Contractor shall provide a front-end loader for use at LWRP as well as trained loader operators. The loader may be shared with PWRP if the Contractor is awarded both contracts and has the means to transport it as needed. All weights will be determined at the Contractor's Facility. There are no truck scales at LWRP. The Contractor shall submit invoices to the Districts on a monthly basis, with the date and net weight of each load, within 30 days after the end of each month.

LWRP will not provide any labor for the loading and removal of Biosolids. The Contractor's drivers are responsible for cleaning any spills, tarping loaded trailers, and inspecting truck exteriors prior to leaving

to prevent the track-out of Biosolids. Biosolids trailers must be tarped and cleaned before entering public roads.

Any Proposer for LWRP that proposes reuse through direct land application must provide a backup management option in the event of plant upsets that result in sub-Class B Biosolids. The backup option must further treat the Biosolids to meet 40 CFR Part 503 requirements or provide for disposal. The backup option must be described in the information submitted for **Section 6.3**, and the cost in \$/WT must be indicated on the Cost Proposal Form.

Facility address and contact information is as follows:

Lancaster Water Reclamation Plant
 1865 West Avenue D, Lancaster, CA 93534
 Plant Contact: Alfonso Vasquez, Operations Supervisor, (661) 942-5757

8.0 PROPOSAL EVALUATION

The Districts may reject proposals that are incomplete or unresponsive. The Districts will evaluate all responsive proposals based on the evaluation criteria set forth in this section. Proposals will be ranked according to which best meet project objectives and serve the Districts’ interests. Proposers that are ranked highly may be interviewed, and the interview may be a part of the evaluation.

8.1 Evaluation Criteria

Proposal evaluation criteria will include the following, not necessarily in listed order:

BIOSOLIDS MANAGEMENT SERVICES RFP 2023, Proposals Evaluation				
Minimum Qualifications				
	Criteria	Pass/Fail	Description	Pass / Fail Criteria
1	Completeness	P/F	- Is Proposal complete and responsive? - Does Proposal contain all items on Checklist (Attach. 1), incl. a pre-bid virtual meeting and jobwalk certificate for each facility they bid on?	PASS = Proposal is complete and contains all required information; proposal is responsive and acceptable for evaluation. FAIL = Proposal is non-responsive and thus rejected.
2	Readiness to Start	P/F	- Must be ready to start services by Commencement Date (6/1/23, may be sooner for Desert Plants). (See Sec. 6.1).	PASS = Proposal includes signed statement - ready by 6/1/23. FAIL = No clear statement of when ready to start.
3	Experience	P/F	- Both the Contractor (facility/project mgr/principal) and Hauler must have at least six months of experience. (Sec. 6.2, 6.4).	PASS = Meets qualification requirements of six months of biosolids experience. Both Contractor and Hauler must meet req.

				FAIL = Does not have at least six months of biosolids experience.
4	Facility & Hauler Capacities	P/F	<ul style="list-style-type: none"> - Facility must be permitted and have 50 wtpd of available capacity. - Hauler must have capacity for at least 50 wtpd. 	<p>PASS = Proposal includes signed statement with permit/ current/ available throughputs; 50 WTPD available. Hauler fleet info included.</p> <p>FAIL = No statement of facility capacity or Hauler fleet info.</p>
Scoring Guide				
	Criteria	% of Total	Description / Questions to Keep in Mind	Scoring Guidance
5	Safety and Compliance	15	<ul style="list-style-type: none"> - Score higher for good safety record or E-mod rating. - Score higher for good/clean compliance records. - Score lower for poor safety record or E-mod rating. - Score lower for poor compliance records. - Both biosolids management sites and haulers will be considered. 	<p>8-10 = Excellent safety history, E-mod rating, and compliance history.</p> <p>5-7 = Acceptable safety history, E-mod rating, and compliance history. Possible lack of information on safety, E-mod, or compliance history.</p> <p>2-4 = Questionable track record and performance. Some concerns about safety, E-mod rating, or compliance. Possible lack of information on safety, E-mod, or compliance history.</p> <p>0-1 = Poor performance. No confidence; not recommended.</p>
6	Reliability	15	<ul style="list-style-type: none"> - Positive track record with LACSD and reviews by other agencies (from references, see question form). - Score higher for good track record, reliability, stability, and problem free performance. - Score lower for marginal or poor reliability and performance. 	<p>8-10 = Excellent track record with LACSD and/or others, good/normal safety rating.</p> <p>5-7 = Acceptable performance and safety rating. Any past issues resolved satisfactorily.</p> <p>2-4 = Questionable track record and performance. Some concerns about capability, reliability.</p> <p>0-1 = Poor performance. No confidence; not recommended.</p>
7	Long Term Viability and Environmentally Sound Practice	10	<ul style="list-style-type: none"> - Environmentally sound practices include beneficial reuse, sustainable methods - Score higher for proposals involving reuse and effective or 	<p>9-10 = Contractor practices are sustainable, innovative and effective; good stewardship of resources.</p> <p>3-8 = Practices are accepted,</p>

			<p>innovative capture and use of nutrients and/or energy</p> <ul style="list-style-type: none"> - Score higher for management methods <i>not</i> constituting landfill disposal per SB 1383. - Score lower for facilities that may reduce throughput or discontinue management options during the initial contract term. 	<p>sound practices for beneficial reuse. Facility may reduce throughput or narrow management options during the initial contract term.</p> <p>0-2 = Practices/processes/facilities are clearly harmful to the environment. Likely reduction of throughput during the initial contract term.</p>
8	Diversity (Location, Technology, organization, Hauler)	15	<ul style="list-style-type: none"> - Increases diversity to program (geography, tech/method, hauling, organization) - Score higher if facility is in a different direction/locale than current contracts, or if closer. - Score higher if technology is new or different than current. (Must be proven/operational for six months). - Score higher if hauler proposed is different than current contractors. (Must have req'd experience). - Score higher if organization is new or different than current. 	<p>10 = Proposal uniquely increases diversity to the program.</p> <p>7-9 = Proposal contributes to diversity in multiple ways.</p> <p>4-6 = Proposal contributes to diversity in at least one way.</p> <p>0-3 = Does not help diversify in any way.</p>
9	Low Cost	45	<ul style="list-style-type: none"> - Rank proposers by combined base rate <u>for each facility</u>. - Rank proposers by gate rate <u>for each facility</u>, if provided. - See Pricing summary table. - Use same score for equivalent price proposals. 	<p>10 = Combined and/or gate rates are in the lowest third of proposals.</p> <p>7-9 = Combined and/or gate rates are in the middle third of proposals.</p> <p>0-6 = Combined and/or gate rates are in the highest third of proposals.</p>

DENALI

Regional Office:

86600 Avenue 54, Coachella, CA 92236

Corporate Office:

3308 Bernice Avenue Russellville, Arkansas 72802 P: (479) 498-0500

Request for Proposal:

RFP No. 04026

**BIOSOLIDS MANAGERMENTS
SERVICES 2023**

Submitted to:

Robert C. Ferrante
Chief Engineer and General Manager
Purchasing & Risk Management Section
1955 Workman Mill Road
Whittier, CA 90601

Phone: 562-908-4288 ext. 1400

Submitted via Online
QuestCDN

Due Date:

March 15, 2023 11:00 a.m. PDT

PROPOSAL CHECKLIST

The following checklist is to assist the proposal preparer. Not all requirements may be listed.

- Proposal Checklist (Attachment 1)
- Company information (Section 4.0)
- Statement of Proposal Validity (Section 4.0)
- Cover letter signed by company principal (Section 4.0)
- Biosolids client references, minimum 3 (Section 4.0) (Attachment 5)
- Subcontractor information (Section 4.0) (Attachment 11)
- Company E-Mod factor (Section 4.0)
- Company corporate credit rating (Section 5.2)
- Cost Proposal Form (Section 5-, Attachment 2)
- Statement of readiness to start (Section 6.1)
- Biosolids experience description; references (Section 6.2)
- Facility description; statement of capacity; permits; annual report; disclosures (Section 6.3).
- Backup option description, if applicable (Sections 7.4, 7.5, 7.6).
- Hauling experience description; reference; fleet information (Section 6.4)
- Non-Collusion Affidavit (Attachment 4)

Company Name: Denali Water Solutions LLC

Date: 03-15-2023



March 15, 2023

Via E-Online Delivery

Robert C. Ferrante
Chief Engineer and General Manager
1955 Workman Mill Road
Whittier, CA 90601

**Re: RFP No. 04026 - BIOSOLIDS MANagements SERVICES 2023
Los Angeles County Sanitation Districts**

Dear Mr. Ferrante,

Denali Water Solutions, LLC (Denali) is pleased to respond to the Los Angeles County Sanitation District's ("LA County" or "District") **Request for Proposal (RFP) for Biosolids Management Services**. Denali has reviewed and understands all the elements of the RFP. At Denali, our goal is to continuously exceed our customers' expectations by providing residuals management services at the highest industry standards, driven by our team of seasoned residuals management professionals, our readily available assets, and backed by our outstanding environmental and safety record.

Denali intends on performing the services as outlined in the RFP's Scope of Work. Denali intends on beneficially using LA County biosolids via one of our multiple registered land application sites in Arizona like what we have been doing for the last 20+ years.

The core of our approach presented in this Proposal is to exceed the LA County Sanitation District's expectations as a valued team member through our unapparelled experience in managing and operating biosolids projects. Denali has consistently checked all the boxes when it comes to the successful operations, maintenance, and regulatory aspects of a biosolids program in California. The Denali team approach provides the opportunity for LA County Sanitation District to engage trusted biosolids experts throughout the term of the project.

At Denali, we believe that it is the collective responsibility of us all to protect the quality of water through recycling waste in ways that are sustainable, beneficial to the land, and reduce or eliminate the use of landfills. It is our business, our purpose, and our value proposition to recover, recycle and reimagine waste, extracting the highest value from the byproducts of our daily lives.

The Company prides itself in putting the customers' needs, the environment, and safety first. This philosophy has been a primary driver for Denali's success as an environmental service company, and it is the reason Denali will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the U.S.

As you know, Denali has been one of the contractors providing biosolids management services to LA County Sanitation District for over 20 years and has intimate knowledge of the District's biosolids management needs. We have provided the District with daily biosolids hauling services to our land application sites successfully for a very long time.

DENALI

We are one of the largest residual management companies in California specializing in land application and beneficial reuse services. We operate throughout the United States and have numerous trucks and trailers in our fleet. In 2022, we managed over 750,000 tons of residuals in California and Arizona alone and have extensive experience providing transportation and beneficial reuse or disposal services to a wide range of residual materials. Our management team has over 100 years of combined experience and knowledge working with the many Publicly Owned Treatment Works (POTW) in California.

We have managed residuals for over 60 facilities in the western U.S. and take pride in being able to offer an array of options to meet each individual facilities reuse needs. The projects we have successfully operated have ranged in size from 300 tons per year to 600 tons per day, handling material from lagoon cleaning to hopper loading, and non-classified to class A biosolids. We also have several reuse options throughout our facility network with over 16,000 acres of farm ground permitted for biosolids in California and Arizona.

Denali has thoroughly reviewed the proposed scope of work and evaluated the technical and operational requirements of the project. We have prepared our proposal in accordance with the technical specifications and proposal requirements of the solicitation. We have proposed land applying the District's biosolids to our permitted land application sites based on biosolids quality and approvals.

Denali is prepared to enter into a mutual acceptable agreement, based on the terms and conditions stated in the RFP, with the LA County Sanitation District to manage their solids. Denali's employees, partners and experience clearly demonstrates our strength and ability to increase the performance level beyond the LA County Sanitation District's expectations.

Accordingly, among the field of respondents to the RFP, Denali is the most qualified firm to provide the level of effort, in terms of experience, management and capability, labor and equipment, and overall service, as outlined in the RFP, at the pricing provided in the enclosed proposal. Denali has the verifiable experience and resources to make the benefits of the proposed project a reality.

As required, Denali attended the mandatory pre-bid meeting and facility walkthrough and is in receipt via the Quest online portal the Districts Question and Answer response and the List of Plan Holders.

I would like to thank you for reviewing the contents of our RFP submittal and more importantly would like to thank the LA County Sanitation District for its investment in beneficial use. Should you need additional clarification please contact me at 315-374-8645 or email at jeffrey.leblanc@denaliwater.com. Again, thank you for the opportunity to submit our proposal to the LA County Sanitation District and we look forward to the next steps.

Thank you.

Very truly yours,

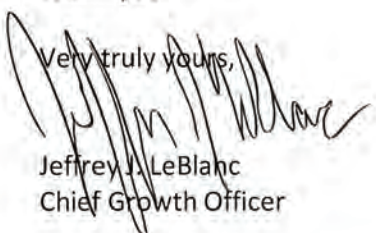

Jeffrey J. LeBlanc
Chief Growth Officer



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- LIST OF PROPOSED SUBCONTRACTORS*
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DENALI

COMPANY INFORMATION



COST EFFECTIVE LAND APPLICATION, INNOVATIVE TECHNOLOGY, SUSTAINABLE

SUMMARY

Denali Solutions, LLC (Denali) has been successfully providing biosolids management service through land application to Los Angeles County Sanitation District (District) since 2006. This extensive experience working for the District has helped us understand the District's goal of managing their biosolids using contractors that are dependable, have diversified operations, are cost-effective and are environmentally sound.

RELIABLE

Denali has provided the District biosolids management services for eighteen (18) years through challenging weather, economic, regulatory, and pandemic conditions. Our proposal will demonstrate our extensive biosolids hauling equipment and operational approach to hauling the District's biosolids that has led to our servicing the District since 2006. Denali has proven to provide the District flexibility by taking additional material at various times the District's operations needed flexibility.

DIVERSIFIED

Denali proposes managing the District's biosolids by land applying the District's biosolids on permitted farm fields for use as a soil amendment and fertilizer. Our proposal includes using multiple farms and fields, located in different counties in Arizona, using multiple spreading operations, which provides the District redundancy and assures continuous operations through the term of the contract.

Also, should the District desire, Denali has a contractual relationship with Anaergia and the Rialto BioEnergy Facility (RBF) to provide biosolids. We did not provide a pricing proposal herein for this option due to the inconsistent operation at the RBF to date however it may be an option the District may want to consider during the term of the Agreement going forward. Denali will be pleased to provide pricing for this option in the future.

COST-EFFECTIVE

The land application of biosolids is one of the most cost-effective means of managing biosolids. The biosolids produced by the District meet class B standards, meaning no additional processing is required before applying the material to the farms.

ENVIRONMENTALLY SOUND

The land application of Class B biosolids is one of the most environmentally friendly means of managing Class B biosolids. No additional treatment is necessary before its end-use, which limits the amount of energy and resources used to further process the biosolids. And by not treating the biosolids further, the nutrients remain fully in the material to be utilized by the crops. This option makes the land application of the District's biosolids more environmentally sound. In addition, Denali owned trucks utilize 100% Biodiesel (B20) produced at our facility located in Coachella, CA.



1. Company Information

Company Background

Denali is one of the leading and largest biosolids management companies in Southern California and Nationally. We have been providing biosolids management services to California biosolids generators since 1996 and have provided residuals management services to over 60 facilities in California and Arizona alone. Our broad experience includes providing beneficial reuse services for facilities that produce as little as 300 tons of biosolids per year to facilities that produce over 1,200 tons per day. We boast of hauling and beneficially reusing over 650,000 tons of biosolids per year in California alone with some of the California's largest biosolids generators including:

- *Los Angeles County Sanitation District*
- *City of Los Angeles*
- *Orange County Sanitation District*
- *South Orange County Wastewater Authority (SOCWA)*
- *City of San Bernardino*
- *East Bay Municipal Utility District*
- *City of San Francisco*
- *City of San Jose*
- *City of San Diego*
- *City of Oceanside*
- *City of Santa Cruz*

We operate 4-6 biosolids land application operations in four (4) counties between Arizona and California. And we typically move our operations to different farms throughout the year. This helps minimize the impact of our operations on a single community or area and maintains backup options viability when needed.

We operate our biosolids land operations according to our Biosolids Management. This plan was developed through our years of experience and includes training procedures for our personnel, spill response plans, operational procedures and reporting and monitoring procedures. This keeps our operations consistent throughout the region to meet our high operational standards.

Best Experience in the Biosolids Management Industry

Denali is the only biosolids management company that has managed biosolids for the four largest biosolids producers in Southern California: Los Angeles County Sanitation District, City of Los Angeles, Orange County Sanitation District, and the City of San Diego.



Denali’s Western Region management staff has experience managing biosolids in California and has learned through changes they have seen since they started in the region in the mid 1990’s. We have used this direct experience to develop our biosolids management approach that meets the region’s needs at competitive prices.

Denali has also been certified by the National Biosolids Partnership’s Environmental Management System (EMS) program, a program operated by the Water Environment Federation (WEF), in collaboration with the [National Association of Clean Water Agencies \(NACWA\)](#), with support from the EPA. There are few agencies nationwide whose biosolids management programs are EMS certified. Denali has been EMS certified with four (4) different agencies in California: City of Los Angeles, Orange County Sanitation District, East Bay Municipal Utility District and Encina Wastewater Authority.

Company Name: *Denali Water Solutions, LLC*
86600 Avenue 54
Coachella, CA 92236

Principal: *Todd Mathes, President, CEO*

Contact Person: *Jeffrey J. LeBlanc, Chief Growth Officer*
[*jeffrey.leblanc@denaliwater.com*](mailto:jeffrey.leblanc@denaliwater.com)
(315) 374-8645

Facility Address: *Multiple sites in Yuma County and Mariposa County, Arizona*

Sustainability Statement

At Denali, we believe that it is the collective responsibility of us all to protect the quality of water through recycling waste in ways that are sustainable, beneficial to the land, and reduce or eliminate the use of landfills. It’s our business, our purpose, and our value proposition to recover, recycle and reimagine waste, extracting the highest value from the byproducts of our daily lives.

Our commitment to ESG reflects who we are and who we strive to be as a company. ESG and sustainability are front and center at Denali. As such, we are committed to:

- Setting an industry standard: Doing things right goes beyond following the rules and asking ourselves—each day— how we can do things a little bit better to deliver value for our customers and stakeholders.
- Environmental stewardship: Companies like Denali exist because we live in a world with finite resources. There is a limited quantity of water in the world. We have a responsibility to keep water clean so that we can use it today and future generations can use it, too.

Attached please find our initial ESG Report for 2021.



STATEMENT OF QUALIFICATIONS

Denali has been in the business of providing residuals management services for the last 25 years and employs a number of experts who have been in the residuals management industry since the 1980s. The Company prides itself in putting the customers' needs, the environment, and safety first. This philosophy has been a primary driver for Denali Water's success as an environmental service company, and it is the reason Denali Water will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the US.

History

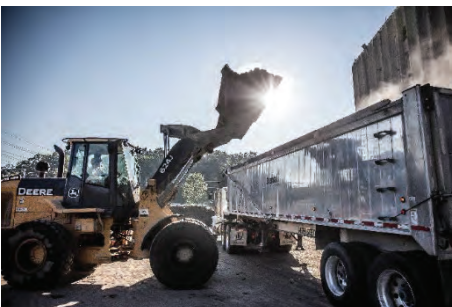
Denali was originally founded as Terra Renewal in 1995. The original focus of the company was the handling and disposal of wastewater residuals from industrial plants via land application for beneficial use as a fertilizer. The focus of the business quickly expanded to include municipal biosolids, spent fryer oil and grease, and handling of spent gas and oil exploration and production fluids. At its peak, it was one of the largest waste companies in the United States with operations in greater than 20 states and was land applying greater than one billion gallons of wastewater residuals on over 225,000 acres of farm fields. Ultimately, the company divested of its oil & gas business and its rendering business (i.e. spent fats and greases). As a result of these divestitures, the name of the company was changed to Denali Water Solutions.



In many states, Denali was an early pioneer in land application permitting process and has led the industry with safe, responsible management of organic residuals. The Company takes pride in its work and its relationships with customers and with officials in regulatory agencies across the US. The goal of Denali Water is to continue to grow and evolve with this ever-changing industry.

In 2016, Denali combined forces with WeCare Organics LLC and formed a subsidiary known as WeCare Denali LLC which services with mid-Atlantic region on the US, including New York, New Jersey, Maryland, Pennsylvania, and more. The company is now second largest handler of municipal biosolids in the United States, the largest provider of industrial food processing residuals management and operates from coast to coast. Denali offers an array of services including land application, Class A processing, dredging, composting, permitting, mobile dewatering, outsourced dewatering, geo-textile tube dewatering, lagoon and digester cleanout, and transportation services. Recent acquisitions have expanded Denali Water's service offerings in biosolids, green waste, and food waste composting.

The Denali Team



We believe that we are only as good as our team. Denali has had the same leadership in place since 2002 and has a seasoned team of industry veterans and has had limited turnover in its management team for many years. This is because we foster a culture that makes people proud to say they work at Denali because of how it treats its employees, customers, and the community.

The key personnel working for Denali have a combined 100+ years of experience in the biosolids and residuals transportation and management industry. Whether it's a treatment facility producing as little as 300 tons per year or 150,000 tons per year, our experienced, friendly, and knowledgeable staff has provided years of success and satisfaction for our clients.

ANDY MCNEILL - CHAIRMAN



With over 15 years of industry experience Andy has led as CEO since 2002 and now serves as Chairman of the Board. Andy graduated from Auburn University with a BS in accounting and holds an MBA from the University of Notre Dame. Andy frequently speaks on topics associated with the company, including land application and beneficial reuse, and serves on various boards.

TODD MATHES - CHIEF EXECUTIVE OFFICER



Todd Mathes serves as the Chief Executive Officer, CEO, with the vital role of ensuring the operations teams function at their highest levels and our customers are being served well. Todd has over 30 years of experience in operations at the highest levels of leadership. He worked in the poultry industry in various positions with Gold Kist & Perdue Farms from 1990-2002. Todd then began working at Terra Renewal from 2002 through 2013. Terra Renewal was one of the core companies that made up what is now Denali Water Solutions. In 2013 the division Todd worked in was sold to Darling Ingredients. Todd worked at Darling Ingredients from 2013 until recently as the Senior Vice President of Restaurant Services.

Todd graduated in 2000 from The University of Tennessee at Chattanooga with a bachelor's degree in Psychology. In January 2020, he completed the Agribusiness Seminar at Harvard University. Todd is from Newton, Kansas and his family still owns a farm nearby in Harper, Kansas. He now lives in Dallas, TX with his wife Patty.

JEFFREY J. LEBLANC – CHIEF GROWTH OFFICER



Jeff joined Denali Water Solutions LLC, as its President, when it acquired the key assets of WeCare Organics, LLC in 2016. Jeff is now the Chief Growth Officer, responsible for overseeing all aspects of sales, marketing and business development, as well as environmental and regulatory compliance. Jeff has played a key role in Denali's growth, as the industry leader in recycling of waste and residuals, and as a frequent guest speaker at industry conferences and seminars.

Jeff is focused on Denali's strategy as a full-service residual management company commissioned to bridge the gap between the farmer and the environmental community via the operations, management and distribution of residual based products, such as WeCare Compost®. In addition, Jeff has led the Company's vision to be the "landfill-alternative" and has steered the Company's advancement in managing source separated organics, such as green waste, food waste, food processing waste and biosolids.

DAVE VAUGHN – EXECUTIVE VICE PRESIDENT, WEST



Dave joined Denali Water Solutions LLC, in December 2021. Dave is responsible for overseeing all aspects related to operations, finance, sales, and environmental compliance for the West. Prior to coming to Denali Water Solutions, Dave served in Executive roles with Athens Services, Recology as well as the City Manager for the City of Yuba City. Dave is a recognized industry leader in recycling of waste and residuals, and is a frequent guest speaker at industry conferences and seminars. Dave holds a Bachelor of Arts in Business Management and a Master's of Public Administration

Dave focuses on Denali's strategy as a full-service residual management company commissioned to bridge the gap between the farmer and the environmental community via the operations, management, and distribution of residual based products. In addition, Dave serves to deliver on the Company's vision to be the leader in "landfill-avoidance" and collaborates daily with his team towards continuing the Company's advancement in managing source separated organics, such as green waste, food waste, food processing waste, biosolid management, and alike.

JASON CABANYOG – VICE PRESIDENT, OPERATIONS – WEST

Jason joined Denali Water Solutions LLC, as a G.M. when Denali acquired Imperial Western Products INC, in 2022. Prior to the acquisition, Jason was with Imperial western products for 20 years. Jason is now the Vice President of Operations - West, Jason is responsible for overseeing all aspects of business for Denali in CA from bio diesel production, yellow grease rendering, soap and lubricants production, waste bakery processing as well as our water treatment plant. Jason has over 21 years of experience in operations management.

RICHARD C LOPEZ – MANAGER OF DISPATCH AND COLLECTIONS

Richard joined Denali Water Solutions LLC, as a manager, when it acquired the key assets of Imperial Western Products INC, in 2022. Prior Richard was with Imperial western products for 10 years. Richard is now the Manager of Dispatch and Collections, responsible for overseeing all aspects of dispatching and collections for multiple commodities under Denali. Richard has over 10 years of experience in transportation and logistics. Richard started his logistics career serving in the United States Marine Corps from 2009-2012 as a Logistics Manager.

LINDSEY HILL - VICE PRESIDENT, HUMAN RESOURCES



Lindsey joined Terra Renewal Services in August 2009. She has held several positions with TRS and Denali Water Solutions, including the most recent position of Vice President, Human Resources. Lindsey attended the University of Central Arkansas and is a graduate of the Institute for Organization Management. Prior to joining Terra, Lindsey served as Vice President of the Russellville and Morrilton, AR Chambers of Commerce and held the certification of Professional Community and Economic Developer.

JASON R. RAMSEY - DIRECTOR OF SAFETY



Jason is the Director of Safety for Denali. He is responsible for safety programs and procedures, risk assessment, and compliance with USDOT, FMCSA, and OSHA regulations. Jason has 8 years of experience with Terra and Denali and has several years of experience in business development, safety, executive management, compliance, and was previously a State Trooper. He holds a bachelor's from the University of Arkansas. Jason also serves as a Board Member for the Arkansas State Police Foundation.

Operations

Denali provides a specialized service, and it is customary to clarify the language in certain provisions such as indemnities, damages limitations, force majeure, notices and cure provisions to make certain they are consistent with industry standards for the services provided. If we are the successful respondent, we will submit any requested changes for your review.

Should you have any questions or require further information regarding our submittal, please feel free to contact Denali at the number provided in our submittal.

DENALI

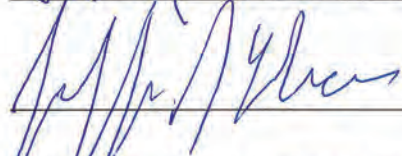
Statement Services Can Begin on Commencement Date

The proposed services in the enclosed proposal submitted by Denali can begin on a continuous and uninterrupted basis on the Commencement Date.

Name:

Jeffrey J. LeBlanc

Signature:



Date:

MARCH 14, 2023



Statement Proposal Valid for Six Months

The enclosed proposal submitted by Denali will remain valid for no less than six months from the submission deadline date of the proposal.

Name:

Jeffrey J. LeBlanc

Signature:

Jeffrey J. LeBlanc

Date:

March 14, 2023

DENALI

Statement Sufficient Capacity at Facility

The facilities provided in the enclosed proposal submitted by Denali have sufficient available capacity to accommodate at least fifty (50) wet tons per day of biosolids from the Los Angeles County Sanitation District

Broken Wing Farms

Annual Capacity: 200,000 wet tons

Available Capacity: 120,000 we tons

Cullison Farms

Annual Capacity: 175,000 wet tons

Available Capacity: 100,000 wet tons

Name:

Jeffrey J. LeBlanc

Signature:

Jeffrey J. LeBlanc

Date:

March 14, 2023



2. Project Experience

Denali Solutions has been managing class B biosolids in Southern California since 1997. Our experience includes working with some of the largest biosolids producers in the region.

Below is a partial list of biosolids management projects Denali has been successfully performing over the past 20 years: (also see Reference List- Attachment 5)

Project	Annual Quantity	Type of Project	Year
City of Oceanside 300 N. Coast Highway Oceanside, CA 92054	100 tons per day	Dewatered biosolids transportation and land application	2001 to present
City of San Diego 5240 Convoy Street, MS 901M San Diego, CA	400 – 500 tons per day	Dewatered biosolids, landfill and land application	1997 to present
Los Angeles County San District 1955 Workman Mill Road Whittier, CA 90601	50-200 tons per day	Dewatered Biosolids land application	2006 to present
City of Los Angeles 12000 Vista Del Mar Playa Del Rey, CA 90293	50-100 tons per day	Dewatered Biosolids composting and land application	2007 to present
East Bay Municipal Utility Dist 375 11th Street Oakland, CA 94607 Contact:	100-150 tons per day	Dewatered Biosolids, transportation and reuse, land application	2004 to present
Coachella Valley Water District P.O. Box 1058 Coachella, CA 92236	100-150 tons per day	Dewatered and drying bed biosolids, transportation and reuse, composting, and landfilling	2004-present



3. Description of Biosolids Management Method

Denali proposes beneficially reusing the District's Class B biosolids as a soil amendment and fertilizer on registered farm fields in Arizona. We land apply the class B biosolids to feed, forage, and fiber crops such as cotton, alfalfa, and hay. By not further processing the Class B biosolids produced by the District, we eliminate the need for additional processing costs and energy use and maximize the use of the nutrients contained in the Class B biosolids. The use of Class B biosolids as a fertilizer also reduces the farm's need for using petroleum-based fertilizers on their crops.

Also, Denali utilizes BioDiesel (B20) produced at our Coachella, CA facility instead of diesel fuel. This significantly lowers the carbon footprint when managing the District's biosolids and makes biosolids land application one of the most environmentally responsible options the District has.

Denali's approach to managing biosolids is unique compared to most other biosolids management companies. All biosolids management sites are susceptible to temporary closures due to inclement weather, natural disasters, regulatory changes, or community issues. Instead of being limited to a single site, like most biosolids management companies, we offer a number of different sites in several different counties. This provides us the flexibility to divert the District's biosolids from one site to another when an unforeseen situation arises. Companies that only offer one site are vulnerable to road closures due to flooding and fires. Also, unlike most other biosolids companies, we have a fleet of company trucks and trailers as well as numerous subcontractor haulers. This allows us to meet fluctuations in production better than companies that use only company equipment or only subcontractors.

Denali's approach to provide multiple sites and options is the best way to be prepared for El Nino, Pandemics, and other major disruptive events

This approach has allowed us to continue hauling and managing biosolids for all our generators over the past 20 years in California and Arizona during severe weather events, major freeway closures due to flooding (like the recent I-10 closure in eastern Riverside County), fires (like the recent closure of I-15 in San Bernardino County) and snow (like the common closure of I-5 on the Grapevine pass).

Denali offers the District our biosolids management and land application services at our primary registered biosolids land application sites in Yuma County, Arizona. We have been land applying the District's biosolids at our Farms sites in Yuma County since 2006.

In addition to our two primary sites in Yuma County, Arizona, we also have registered sites in eastern Yuma County and in Maricopa County in Arizona to provide secondary outlets, if needed. Our network of over 10,000 acres of permitted land within 280-350 miles of the District's wastewater treatment facilities paired with our extensive experience hauling and managing the District's biosolids makes Denali the best company



to meet District's goal for biosolids management sustainability. (Please see Site Maps attached.)

Technical Expertise

Our biosolids hauling and land application operations, as well as our Biosolids Management Plan, have been through the National Biosolids Partnership's Biosolids Environmental Management System (EMS) with four different generators. We have designed our Biosolids Management Plan and our operating procedures for hauling and managing biosolids, to meet the biosolids management industry's highest standards. We understand the importance of providing our generators a clear plan of how we perform every aspect of operations to maximize the communication channels between the treatment plant and the contractor. We view our biosolids management service as partnership with the wastewater treatment facility, where both parties have a stake in the responsible, uninterrupted hauling and management of their biosolids.

Enforcement Action Disclosure

Denali and its related companies operate all over the United States. As a national company that has a long history, we have been involved in various administrative or enforcement actions. These have either been resolved favorably, resulted in a non-material fine or are in process and unresolved. We are happy to discuss further with the District if needed.

DENALI

PERMITS



Douglas A. Ducey
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



Misael Cabrera
Director

Notice of Acceptance - Biosolids Application Registration

January 10, 2019

Solid Solutions, L.L.C.
Attention: Chris Marks
3031 Franklin Avenue
Riverside, CA 92507

Re: LTF #: 74331; Land Application Site Registration for Cullison Farms

Dear Mr. Marks:

The Arizona Department of Environmental Quality (ADEQ) received the above referenced request for registration on September 19, 2018. Upon reviewing this material, ADEQ has determined under A.A.C R18-9-1004 that your initial submittal was incomplete. On your revised submittal on January 8, 2019, your registration is accepted. Please be advised that this registration is valid only for biosolids generated by Moreno Valley RWRf and San Jacinto Valley RWRf; to be land applied on the named fields at the following coordinates:

Township: 8S		Range: 18W		Sections: 1, 12, 14	
Field ID: YM 2-151	Latitude: 32° 43' 51"N	Longitude: 114° 5' 52"W	No. of Acres: 50		
Field ID: YM 2-152	Latitude: 32° 44' 05"N	Longitude: 114° 5' 31"W	No. of Acres: 35		
Field ID: YM 2-153	Latitude: 32° 43' 50"N	Longitude: 114° 5' 31"W	No. of Acres: 45		
Field ID: YM 2-161	Latitude: 32° 43' 45"N	Longitude: 114° 6' 50"W	No. of Acres: 64		
Field ID: YM 2-162	Latitude: 32° 43' 26"N	Longitude: 114° 7' 20"W	No. of Acres: 101		
Field ID: YM 2-163	Latitude: 32° 43' 26"N	Longitude: 114° 6' 47"W	No. of Acres: 101		
Field ID: YM 2-121	Latitude: 32 44' 28" N	Longitude: 114 04' 6" W	No. of Acres: 75		
Field ID: YM 2-141	Latitude: 32 43' 50"N	Longitude: 114 05' 8"W	No. of Acres: 80		
Field ID: YM 2-142	Latitude: 32 44' 03"N	Longitude: 114 04' 48"W	No. of Acres: 40		
Field ID: YM 2-143	Latitude: 32 43' 50"N	Longitude: 114 04' 48"W	No. of Acres: 40		
Field ID: YM 2-144	Latitude: 32 44' 03"N	Longitude: 114 04' 33"W	No. of Acres: 40		
Field ID: YM 2-145	Latitude: 32 43' 50"N	Longitude: 114 04' 33"W	No. of Acres: 40		
Field ID: YM 2-201	Latitude: 32° 43' 8"N	Longitude: 114° 8' 11"W	No. of Acres: 28		

Main Office

1110 W. Washington Street • Phoenix, AZ 85007
(602) 771-2300

Southern Regional Office

400 W. Congress Street • Suite 433 • Tucson, AZ 85701
(520) 628-6733

www.azdeq.gov

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Field ID: YM 2-202	Latitude: 32° 43' 04"N	Longitude: 114° 7' 57"W	No. of Acres: 22
Field ID: YM 2-203	Latitude: 32° 43' 15"N	Longitude: 114° 7' 34"W	No. of Acres: 10
Field ID: YM 2-204	Latitude: 32° 43' 06"N	Longitude: 114° 7' 34"W	No. of Acres: 25
Field ID: YM 2-205	Latitude: 32° 43' 00"N	Longitude: 114° 7' 34"W	No. of Acres: 25
Field ID: YM 2-206	Latitude: 32° 42' 54.7"N	Longitude: 114° 7' 34"W	No. of Acres: 40
Field ID: YM 2-211	Latitude: 32° 43' 04"N	Longitude: 114° 7' 26"W	No. of Acres: 40
Field ID: YM 2-212	Latitude: 32° 43' 04"N	Longitude: 114° 7' 18"W	No. of Acres: 40
Field ID: YM 2-213	Latitude: 32° 43' 04"N	Longitude: 114° 7' 11"W	No. of Acres: 40
Field ID: YM 2-214	Latitude: 32° 43' 04"N	Longitude: 114° 7' 3"W	No. of Acres: 40
Field ID: YM 2-215	Latitude: 32° 42' 41"N	Longitude: 114° 6' 52"W	No. of Acres: 40
Field ID: YM 2-216	Latitude: 32° 42' 41"N	Longitude: 114° 6' 46"W	No. of Acres: 40
Field ID: YM 2-217	Latitude: 32° 42' 41"N	Longitude: 114° 6' 38"W	No. of Acres: 40
Field ID: YM 2-218	Latitude: 32° 42' 41"N	Longitude: 114° 6' 34"W	No. of Acres: 40
Field ID: YM 2-251	Latitude: 32° 42' 04"N	Longitude: 114° 09' 38"W	No. of Acres: 40
Field ID: YM 2-281	Latitude: 32° 42' 19"N	Longitude: 114° 07' 23"W	No. of Acres: 40
Field ID: YM 2-282	Latitude: 32° 42' 7"N	Longitude: 114° 07' 23"W	No. of Acres: 40
Field ID: YM 2-283	Latitude: 32° 42' 7"N	Longitude: 114° 07' 4"W	No. of Acres: 40
Field ID: YM 2-301	Latitude: 32° 42' 16"N	Longitude: 114° 9' 24"W	No. of Acres: 28
Field ID: YM 2-302	Latitude: 32° 42' 16"N	Longitude: 114° 9' 11"W	No. of Acres: 38
Field ID: YM 2-303	Latitude: 32° 42' 16"N	Longitude: 114° 8' 54"W	No. of Acres: 40
Field ID: YM 2-304	Latitude: 32° 42' 16"N	Longitude: 114° 8' 39"W	No. of Acres: 40
Field ID: YM 2-305	Latitude: 32° 42' 05"N	Longitude: 114° 9' 24"W	No. of Acres: 40
Field ID: YM 2-306	Latitude: 32° 42' 05"N	Longitude: 114° 9' 11"W	No. of Acres: 40
Field ID: YM 2-307	Latitude: 32° 42' 05"N	Longitude: 114° 8' 54"W	No. of Acres: 40
Field ID: YM 2-308	Latitude: 32° 42' 05"N	Longitude: 114° 8' 39"W	No. of Acres: 40
Field ID: YM 2-309	Latitude: 32° 41' 51"N	Longitude: 114° 08' 54"W	No. of Acres: 40
Field ID: YM 2-351	Latitude: 32° 41' 24"N	Longitude: 114° 10' 28"W	No. of Acres: 44
Field ID: YM 2-219	Latitude: 32° 42' 41"N	Longitude: 114° 07' 25"W	No. of Acres: 38
Field ID: YM 2-220	Latitude: 32° 42' 41"N	Longitude: 114° 07' 07"W	No. of Acres: 40
Field ID: YM 2-221	Latitude: 32° 42' 32"N	Longitude: 114° 07' 22"W	No. of Acres: 40
Field ID: YM 2-222	Latitude: 32° 42' 32"N	Longitude: 114° 07' 07"W	No. of Acres: 40
Field ID: YM 2-1901	Latitude: 32° 42' 41"N	Longitude: 113° 56' 17"W	No. of Acres: 40

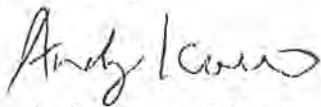
Field ID: YM 2-1902	Latitude: 32° 42' 35"N	Longitude: 113° 56' 17"W	No. of Acres: 40
Field ID: YM 2-2001	Latitude: 32° 42' 55"N	Longitude: 113° 55' 56"W	No. of Acres: 53
Field ID: YM 2-2002	Latitude: 32° 43' 17"N	Longitude: 113° 55' 56"W	No. of Acres: 53
Field ID: YM 2-2003	Latitude: 32° 42' 29"N	Longitude: 113° 55' 56"W	No. of Acres: 53
Field ID: YM 2-2004	Latitude: 32° 42' 52"N	Longitude: 113° 55' 56"W	No. of Acres: 45
Field ID: YM 2-2005	Latitude: 32° 42' 45"N	Longitude: 113° 55' 56"W	No. of Acres: 45
Field ID: YM 2-2006	Latitude: 32° 42' 37"N	Longitude: 113° 55' 56"W	No. of Acres: 45
Field ID: YM 2-2007	Latitude: 32° 42' 32"N	Longitude: 113° 55' 56"W	No. of Acres: 20
Field ID: YM 2-2008	Latitude: 32° 42' 17"N	Longitude: 113° 55' 56"W	No. of Acres: 80
Field ID: YM 2-2009	Latitude: 32° 42' 17"N	Longitude: 113° 55' 56"W	No. of Acres: 80
Field ID: YM 2-2010	Latitude: 32° 42' 41"N	Longitude: 113° 55' 56"W	No. of Acres: 80
Field ID: YM 2-2011	Latitude: 32° 42' 41"N	Longitude: 113° 55' 56"W	No. of Acres: 80
Field ID: YM 2-30	Latitude: 32° 40' 33"N	Longitude: 114° 05' 49"W	No. of Acres: 191.3
Field ID: YM 2-111	Latitude: 32° 44' 32"N	Longitude: 114° 04' 41"W	No. of Acres: 72
Field ID: YM 2-131	Latitude: 32° 43' 50"N	Longitude: 114° 3' 54"W	No. of Acres: 73.3
Field ID: YM 2-132	Latitude: 32° 43' 37"N	Longitude: 114° 4' 12"W	No. of Acres: 61
Field ID: YM 2-2101	Latitude: 32° 43' 50"N	Longitude: 113° 54' 25"W	No. of Acres: 51.9
Field ID: YM 2-2102	Latitude: 32° 43' 42"N	Longitude: 113° 54' 17" W	No. of Acres: 11.7
Field ID: YM 2-2103	Latitude: 32° 43' 38"N	Longitude: 113° 54' 14" W	No. of Acres: 13.7
Field ID: YM 2-2104	Latitude: 32° 43' 35"N	Longitude: 113° 54' 13"W	No. of Acres: 16
Field ID: YM 2-2106	Latitude: 32° 43' 26"N	Longitude: 113° 54' 11"W	No. of Acres: 14.7
Field ID: YM 2-2107	Latitude: 32° 43' 28"N	Longitude: 113° 54' 01"W	No. of Acres: 39
Field ID: YM 2-2108	Latitude: 32° 43' 15"N	Longitude: 113° 54' 00"W	No. of Acres: 39
Field ID: YM 2-2109	Latitude: 32° 43' 12"N	Longitude: 113° 53' 47"W	No. of Acres: 13
Field ID: YM 2-2110	Latitude: 32° 43' 00"N	Longitude: 113° 54' 00"W	No. of Acres: 40
Field ID: YM 2-2111	Latitude: 32° 43' 00"N	Longitude: 113° 53' 42"W	No. of Acres: 40

As the registered land applicator you are required to comply with all applicable provisions as established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, use, and Transportation of Biosolids," for each land application site.

Please be advised that your annual report is due on or before February 19 of the next year (A.A.C. R18-9-1014). Required forms and more information on land application of biosolids in Arizona can be found on the following site:

<http://www.azdeq.gov/biosolids-annual-report-form-applicators>

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Koester". The signature is written in a cursive style with a large initial "A" and a long, sweeping underline.

Andy Koester, Manager
Surface Water Protection Section, Water Quality Division
Arizona Department of Environmental Quality

Cc: ADEQ GIS



Douglas A. Ducey
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



Misael Cabrera
Director

Notice of Acceptance - Biosolids Application Registration

March 6, 2020

Reading File: SWP20:0019

Solid Solutions, L.L.C.
Attention: Chris Marks
3031 Franklin Avenue
Riverside, CA 92507

Re: **Notice of Acceptance - Biosolids Application Registration**
LTF #: 81561; Land Application Site Registration for O&E Farms

Dear Mr. Marks:

The Arizona Department of Environmental Quality (ADEQ) received the above referenced request for registration on **March 5, 2020**. Upon reviewing this material, ADEQ has determined under **A.A.C R18-9-1004** that your submittal is complete. Your registration is accepted. Please be advised that this registration is valid only for biosolids generated by **Encina Wastewater Authority, La Salina WWTP, LACSD-JWPCP, City of Riverside, City of San Diego-MBC, San Elijo Joint Powers Authority, San Luis Rey WWTP, and Valley Sanitary District**; to be land applied on the named fields at the following coordinates:

Township 5S		Range 5W	Section 20, 28, 29, 33
Field#	Latitude	Longitude	Acres
MA 8-1	N 32° 58' 57"	W 112° 54' 14"	75.0
MA 8-2	N 32° 58' 57"	W 112° 53' 50"	45.2
MA 8-3	N 32° 58' 57"	W 112° 53' 32"	35.5
MA 8-4	N 32° 58' 19"	W 112° 54' 20"	40.5
MA 8-5	N 32° 58' 19"	W 112° 54' 03"	40.3
MA 8-6	N 32° 58' 19"	W 112° 53' 48"	33.8
MA 8-7	N 32° 58' 19"	W 112° 53' 34"	37.9
MA 8-8	N 32° 57' 37"	W 112° 53' 32"	88.8
MA 8-9	N 32° 57' 37"	W 112° 54' 13"	87.0
MA 8-10	N 32° 57' 24"	W 112° 53' 57"	154.6
MA 8-11	N 32° 57' 11"	W 112° 53' 57"	143.3
MA 8-12	N 32° 56' 59"	W 112° 53' 57"	141.4
MA 8-13	N 32° 57' 37"	W 112° 53' 10"	81.2
MA 8-14	N 32° 57' 37"	W 112° 53' 35"	77.4
MA 8-15	N 32° 57' 24"	W 112° 53' 10"	83.5
MA 8-16	N 32° 57' 24"	W 112° 53' 35"	76.9
MA 8-17	N 32° 57' 11"	W 112° 53' 10"	106.2
MA 8-18	N 32° 56' 59"	W 112° 53' 10"	104.6

Main Office
1110 W. Washington Street • Phoenix, AZ 85007
(602) 771-2300

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

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MA 8-19	N 32° 56' 59"	W 112° 53' 31"	76.2
MA 8-20	N 32° 56' 41"	W 112° 53' 17"	77.8
MA 8-21	N 32° 56' 41"	W 112° 53' 01"	75.4
MA 8-22	N 32° 56' 41"	W 112° 53' 47"	77.3
MA 8-23	N 32° 56' 41"	W 112° 53' 31"	78.4

As the registered land applicator you are required to comply with all applicable provisions as established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, use, and Transportation of Biosolids," for each land application site.

Please be advised that your annual report is due on or before February 19 of next year, and each subsequent year (A.A.C. R18-9-1014). Required forms and more information on land application of biosolids in Arizona can be found on the ADEQ website (www.azdeq.gov) by entering search terms, such as "Biosolids Annual Report Form", into the search bar in the upper right hand corner of your screen.

Thank you for your attention to AZPDES compliance. If you have any questions contact me at (602) 771-4666 or via e-mail at francis.sondra@azdeq.gov.

If I have been helpful Please let my Supervisor know:
<https://my.azdeq.gov/feedback/add/welcome>

Cordially,



Sondra M. Francis, AZPDES Project Manager, Biosolids General Permit
Stormwater and General Permits Unit

Electronic copy: chrisamarks@comcast.net

CONCRETE DI

1'-0" x 22
CONCRETE DIT

PIPE LINE

IRIGATION
DIRECTION

COTTON GIN

WELLS

1- FORDMAN'S HOUSE
2- FORDMAN'S LATER LINE

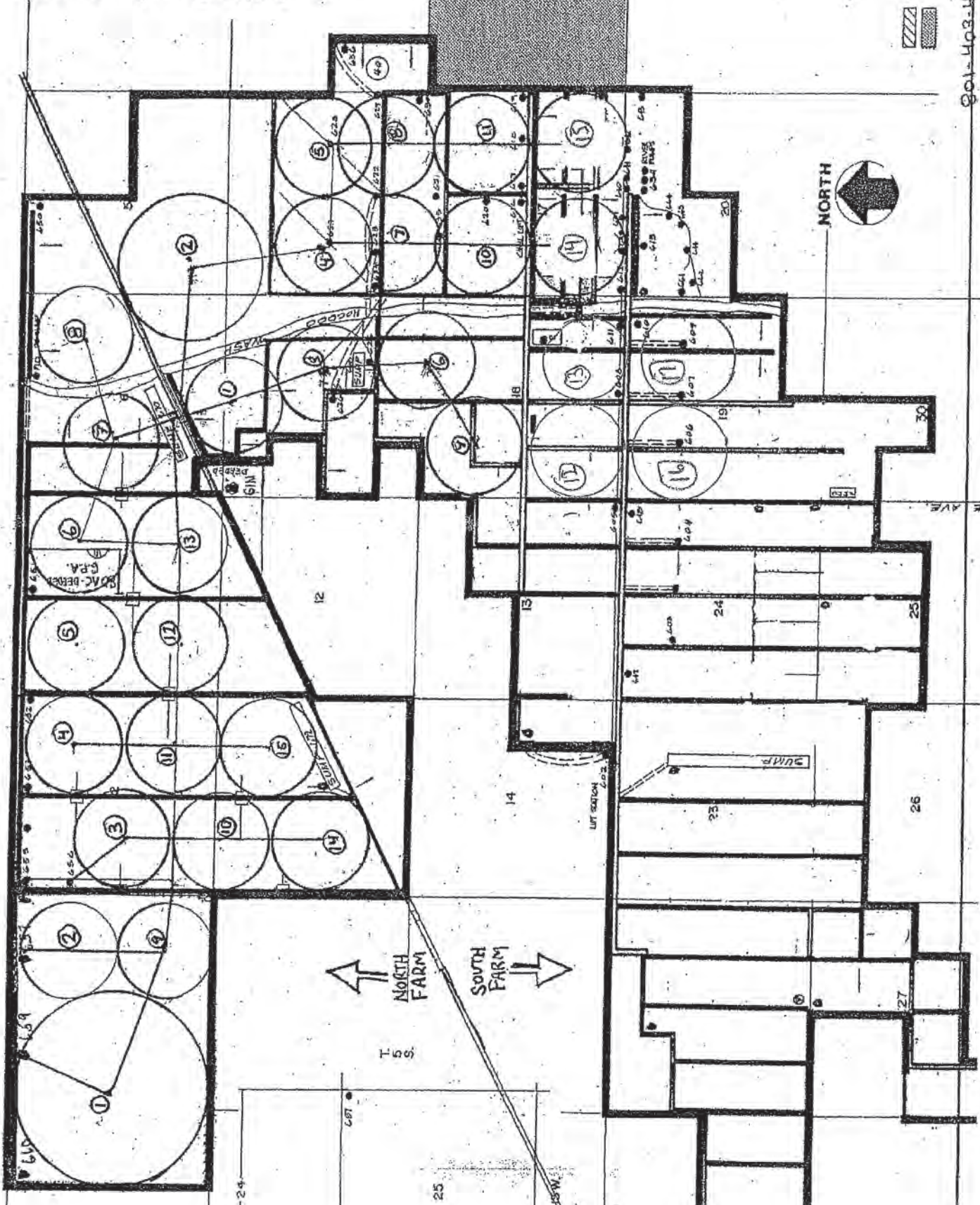
RAILROAD TP

LATERAL SPRINKLER

SPRINKLER

SYSTEM

FIELD NUMBERS

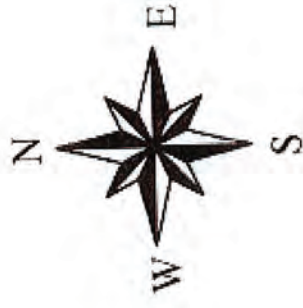


STATE GRADING LEASE

801-403-4400

Cullison Farm - Aztec North

Section 24, T7S, R11W



USGS



ARIZONA
DEPARTMENT OF ENVIRONMENTAL QUALITY
 AZPDES Individual Permits Unit
 1110 W Washington Street
 Phoenix, Arizona 85007
 (602) 771-4689 (voicemail) (602) 771-4505 (fax)
 Email to: biosolids@azdeq.gov

BIOSOLIDS OR SEWAGE SLUDGE ANNUAL REPORT FORM	
1. Program Information: All preparers (Generators) and Land Applicators Must complete the following.	
Reporting Start Date: 1/1/2022	Reporting End Date: 12/31/2022
Date: 2/21/2023	AZPDES Permit # (if applicable): Click here to enter text.
Company name (Preparer / Applicator): Denali	
Contact Name: Ken Johnson	Title: Environmental Director
Address: 3308 Bernice Ave, Russellville AR 72802	
Phone: 602-290-4385 Click here to enter text.	E-mail: ken.johnson@denaliwater.com
Please select one of the following options pertaining to your obligation to submit a Biosolids Annual Report. My facility is a:	
<input type="checkbox"/> POTW with a design flow equal to or greater than 1 MGD Per Day <input type="checkbox"/> POTW that serves 10,000 people or more <input type="checkbox"/> Class I Sludge Management Facility as defined by 40 CFR 503.9 <input checked="" type="checkbox"/> Biosolids Applicator (Complete Section 5 only) <input type="checkbox"/> Other Click here to enter text.	
What is the estimated total of volume of biosolids or sewage sludge generated at your facility (in dry metric tons)?	
Click here to enter text.	
Were all biosolids removed from your facility sent to a landfill for disposal? Choose an item.	
If yes, provide the name and address of the landfill(s). Click here to enter text.	
<i>If all biosolids or sewage sludge was sent to a landfill for disposal, you do not need to complete the remainder of this form, as it is only applicable to facilities preparing biosolids or sewage sludge for land application.</i>	
Certification: I certify, under penalty of law, that the information and descriptions, have been made under my direction and supervision and under a system designed to ensure that qualified personnel properly gather and evaluate the information used to determine whether the applicable biosolids requirements have been met. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment.	
Signature:	Date: 2/28/2023
Title: Environmental Director	



ARIZONA
 DEPARTMENT OF ENVIRONMENTAL QUALITY
 AZPDES Individual Permits Unit
 1110 W Washington Street
 Phoenix, Arizona 85007
 (602) 771-4689 (voicemail) (602) 771-4505 (fax)
 Email to: biosolids@azdeq.gov

5. Land Applicators: Specific information to be completed by Land Applicators Only

Application Site / Location	Field ID	Amount of Biosolids Applied (in dry tons)	Preparer	Pathogen Treatment Method	Vector Attraction Reduction Method	Loading Rate	Nitrogen Conc. (Organic + ammonium)	Type of Crop Grown After Application	Agronomic Rate of Crop Grown	The Cumulative Concentration of Pollutants (kilograms per hectare) in Soil
<i>Example:</i> ABC FARMS, AZTEC AZ	3A	550 tons	AZTEC WWTP	CLASS B AIT 2	Optic 14.9	Lbs/Acre	914,1095	Alfalfa	406	As= .0638 Cd= .0161 Cr= 2183 Cu= 3.2324 Hg= .0071 Mo= .1365 Ni= 3264 Pb= .0784 Se= .0935 Zn= 8.2727
1. Broken Wing Farms MA7	0904	831	Hypeton Treatment Plant: City of Los Angeles La Salina: City of Oceanside City of Riverside EMWD San Jacinto, Eastern Municipal Water District Encina: Encina Wastewater Authority San Elito: San Elito Joint Powers Author Valley Sanitary District EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 220.1	914,1095	Alfalfa	406	As= .0638 Cd= .0161 Cr= 2183 Cu= 3.2324 Hg= .0071 Mo= .1365 Ni= 3264 Pb= .0784 Se= .0935 Zn= 8.2727

BIOSOLIDS SEWAGE SLUDGE ANNUAL REPORT

2. Broken Wing Farms YM7	1001	564	EMWD San Jacinto: Eastern Municipal Water District Valley Sanitary District EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 168.8	685.5897	Alfalfa	550	As= .0401	Cd=.0103	Cr=.01744	Cu=2.2710	Pb=.0495
										Hg=.0064	Mo=.1099	Ni=.2404	Se=.0423	Zn=5.9614
3. Broken Wing Farms YM7	1002	690	Mesa-Northwest: City of Mesa EMWD San Jacinto: Eastern Municipal Water District Valley Sanitary District EMWD Moreno Valley City of Riverside Encina: Encina Wastewater Authority	Class B	Click here to enter text.	Lbs/Acre 214.8	879.0238	Alfalfa	390	As=.0706	Cd=.0095	Cr=.2647	Cu=3.1506	Pb=.0572
										Hg=.0089	Mo=.1331	Ni=.2924	Se=.0926	Zn=7.1334
4. Broken Wing Farms YM7	1004	662	Hydaron Treatment Plant: City of Los Angeles City of Riverside EMWD San Jacinto: Eastern Municipal Water District San Elijo: San Elijo Joint Powers Author Valley Sanitary District EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 252.3	1,140.6457	Alfalfa	508	As=.0622	Cd=.0152	Cr=.2893	Cu=.1521	Pb=.0856
										Hg=.0102	Mo=.1732	Ni=.3531	Se=.1078	Zn=9.5113
5. Broken Wing Farms YM7	1005	810	Mesa-Northwest: City of Mesa SR: City of OceanSide EMWD San Jacinto: Eastern Municipal Water District Encina: Encina Wastewater Authority Valley Sanitary District EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 274.6	1,151.3941	Alfalfa	565	As=.0857	Cd=.0191	Cr=.3458	Cu=4.7458	Pb=.1038
										Hg=.0115	Mo=.2329	Ni=.4171	Se=.0869	Zn=12.3251

BIOSOLIDS SEWAGE SLUDGE ANNUAL REPORT

6. Broken Wing Farms YM7	14B	317	Hyperion Treatment Plant: City of Los Angeles EMWD San Jacinto: Eastern Municipal Water District RBF LLC San Eljo: San Eljo Joint Powers Authority EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 104.3	473.4884	Alfalfa	394	As=.0347	Cd=.0091	Cr=.1755	Cu=2.2343	Pb=.0455
													Hg=.0038	Mo=.1020
7. Broken Wing Farms YM7	18B	331	Hyperion Treatment Plant: City of Los Angeles EMWD San Jacinto: Eastern Municipal Water District RBF LLC San Eljo: San Eljo Joint Powers Authority EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 128.5	602.2844	Alfalfa	476	As=.0448	Cd=.0113	Cr=.2398	Cu=3.1375	Pb=.0587
													Hg=.0055	Mo=.1446
8. Broken Wing Farms YM7	20B	161	Hyperion Treatment Plant: City of Los Angeles EMWD San Jacinto: Eastern Municipal Water District RBF LLC EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 61.2	284.6017	Alfalfa	478	As=.0205	Cd=.0166	Cr=.1216	Cu=1.6083	Pb=.0301
													Hg=.0025	Mo=.0667
9. Broken Wing Farms YM7	2311	397	City of Riverside EMWD San Jacinto: Eastern Municipal Water District Encina Wastewater Authority RBF LLC San Eljo: San Eljo Joint Powers Authority Valley Sanitary District EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 217	1,007.2625	Alfalfa	536	As=.0687	Cd=.0169	Cr=.4062	Cu=5.7566	Pb=.1033
													Hg=.0138	Mo=.2500

BIOSOLIDS SEWAGE SLUDGE ANNUAL REPORT

10. Broken Wing Farms YM7	2312	252	RBF LLC	Class B	Click here to enter text.	Lbs/Acre 112.3	432.4410	Alfalfa	242	As= .0322	Cd= .0073	Cr= .1124	Cu= .9807	Pb= .0531
										Hg= .0009	Mo= .0420	Ni= .1915	Se= .0439	Zn= 2.1811
11. Broken Wing Farms YM7	2402	662	Hyperion Treatment Plant: City of Los Angeles EMWD San Jacinto: Eastern Municipal Water District RBF LLC EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 221.6	1,080.0936	Alfalfa	450	As= .0872	Cd= .0528	Cr= .5061	Cu= 6.6720	Pb= .1692
										Hg= .0104	Mo= .2693	Ni= .3519	Se= .1297	Zn= 14.8450
12. Broken Wing Farms YM7	2404	778	Hyperion Treatment Plant: City of Los Angeles EMWD San Jacinto: Eastern Municipal Water District Encina: Encina Wastewater Authority RBF LLC San Eljo: San Eljo Joint Powers Author EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 233.6	1,004.0755	Alfalfa	462	As= .0654	Cd= .0370	Cr= .32020	Cu= 3.6926	Pb= .0906
										Hg= .0032	Mo= .1549	Ni= .3641	Se= .0858	Zn= 7.7220
13. Broken Wing Farms YM7	2405	260	EMWD San Jacinto: Eastern Municipal Water District RBF LLC San Eljo: San Eljo Joint Powers Author EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 114	582.8171	Alfalfa	450	As= .0527	Cd= .0064	Cr= .2484	Cu= 2.7384	Pb= .0376
										Hg= .0025	Mo= .1372	Ni= .1565	Se= .0651	Zn= 6.0549

BIOSOLIDS SEWAGE SLUDGE ANNUAL REPORT

14. Broken Wing Farms YM7	C04	138	EMWD San Jacinto, Eastern Municipal Water District EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 22.04	91.3261	Alfalfa	522	As=-.0054	Cd=.0012	Cr=.0290	Cu=.3561	Pb=.0059
15. Cullision Farms YM2	2001	822	La Salina, City of Oceanside SLR, City of Oceanside City of Riverside Encina, Encina Wastewater Authority San Eljo, San Eljo Joint Powers Author EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 186.8	985.6542	Bermuda Grass	450	Hg=.0010 As=-.1008	Mo=-.0161 Cd=-.0349	Ni=-.0308 Cr=-1.0721	Se=-.0049 Cu=9.7391	Zn=-.8854 Pb=-.1730
16. Cullision Farms YM2	2003	691	La Salina, City of Oceanside SLR, City of Oceanside EMWD San Jacinto, Eastern Municipal Water District Encina, Encina Wastewater Authority Fairbrook Public Utility District RBF LLC San Eljo, San Eljo Joint Powers Author	Class B	Click here to enter text.	Lbs/Acre 241.7	1,122.0777	Sudan	305	Hg=.0089 As=-.1680	Mo=-.4120 Cd=-.0491	Ni=-.6256 Cr=-1.3147	Se=-.1381 Cu=11.649 5	Zn=-18.0917 Pb=-.2496
										Hg=-.0103	Mo=-.5104	Ni=-.7906	Se=-.2754	Zn=-22.0138

BIOSOLIDS SEWAGE SLUDGE ANNUAL REPORT

17. Cullision Farms YM2	2004	293	La Salina: City of Oceanside SLR: City of Oceanside City of Riverside Encina: Encina Wastewater Authority RBF LLC San Eljo: San Eljo Joint Powers Author	Class B	Click here to enter text.	Lbs/Acre 106.5	638,7553	Alfalfa	584	As=-0718	Cd=.212	Cr=.5863	Cu=5,2489	Pb=.1131					
															Hg=.0030	Mo=.2208	Ni=.3499	Se=.1134	Zn= 9.3303
															As=-0557	Cd=-.0231	Cr=.4410	Cu=4,9272	Pb=.0845
18. Cullision Farms YM2	2007	106	La Salina: City of Oceanside SLR: City of Oceanside Encina: Encina Wastewater Authority San Eljo: San Eljo Joint Powers Author EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 99.05	424,1647	Alfalfa	586	Hg=.0048	Mo=.1980	Ni=.2800	Se=.0893	Zn=9.4335					
19. Cullision Farms YM2	2107	501	SLR: City of Oceanside Encina: Encina Wastewater Authority Fairbrook Public Utility District RBF LLC San Eljo: San Eljo Joint Powers Author EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 481.2	2,000,1415	Alfalfa	500	As=-.1315	Cd=.0685	Cr=.2,1539	Cu=18,049 6	Pb=.3426					
															Hg=-0304	Mo=8801	Ni=1,3775	Se=2764	Zn=37,0202

BIOSOLIDS SEWAGE SLUDGE ANNUAL REPORT

20.	Cullision Farms YM2	2108	87	Ench: Enchins Wastewater Authority Fairbrook Public Utility District San Eljo: San Eljo Joint Powers Author	Class B	Click here to enter text.	Lbs/Acre 48.4	236.1214	Alfalfa	474	As=0135	Cd=0044	Cr=1169	Cu=2.3275	Pb=0236
21.	Cullision Farms YM2	2109	131	SLR: City of Oceanside Fairbrook Public Utility District RBF LLC San Eljo: San Eljo Joint Powers Author EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 166.2	674.4809	Alfalfa	404	Hg=0031 As=0651	Mo=0722 Cd=0252	Ni=0780 Cr=8584	Se=0189 Cu=7.0838	Zn=3.6769 Pb=1129
22.	Cullision Farms YM2	2110	329	SLR: City of Oceanside Enchins Wastewater Authority Fairbrook Public Utility District San Eljo: San Eljo Joint Powers Author EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 158.2	625.6872	Alfalfa	424	Hg=0132 As=0492 Hg=0111	Mo=3430 Cd=0204 Mo=2822	Ni=5215 Cr=6810 Ni=4352	Se=0924 Cu=5.7443 Se=0875	Zn=14.5897 Pb=0873 Zn=11.8957

BIOSOLIDS SEWAGE SLUDGE ANNUAL REPORT

23. Cullision Farms YM2	2111	506	SLR: City of Oceanside Encina Wastewater Authority Fallbrook Public Utility District RBF LLC San Eljo: San Eljo Joint Powers Author EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 224.6	881.5674	Alfalfa	486	As=0702	Cd=.0301	Cr=1.0202	Cu=8.3572	Pb=.1423
										Hg=.0164	Mo=.4119	Ni=.6399	Se=.1271	Zn=17.3575
24. Anderson Farms/Brahm Trust YMB	14	143	La Salina, City of Oceansid SLR: City of Oceanside Encina: Encina Wastewater Authority San Eljo: San Eljo Joint Powers Author	Class B	Click here to enter text.	Lbs/Acre 14.8	59.2711	Barley	175	As=0088	Cd=.0037	Cr=.1189	Cu=1.1627	Pb=.0213
										Hg=.0011	Mo=.0478	Ni=.0743	Se=.0130	Zn=2.1636
25. Anderson Farms/Brahm Trust YMB	15	869	La Salina, City of Oceansid SLR: City of Oceanside Encina: Encina Wastewater Authority San Eljo: San Eljo Joint Powers Author EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 110.08	459.4145	Barley + Barley	250	As=.0541	Cd=.0227	Cr=.7212	Cu=7.3569	Pb=.1380
										Hg=.0079	Mo=.3008	Ni=.4632	Se=.0864	Zn=13.9706

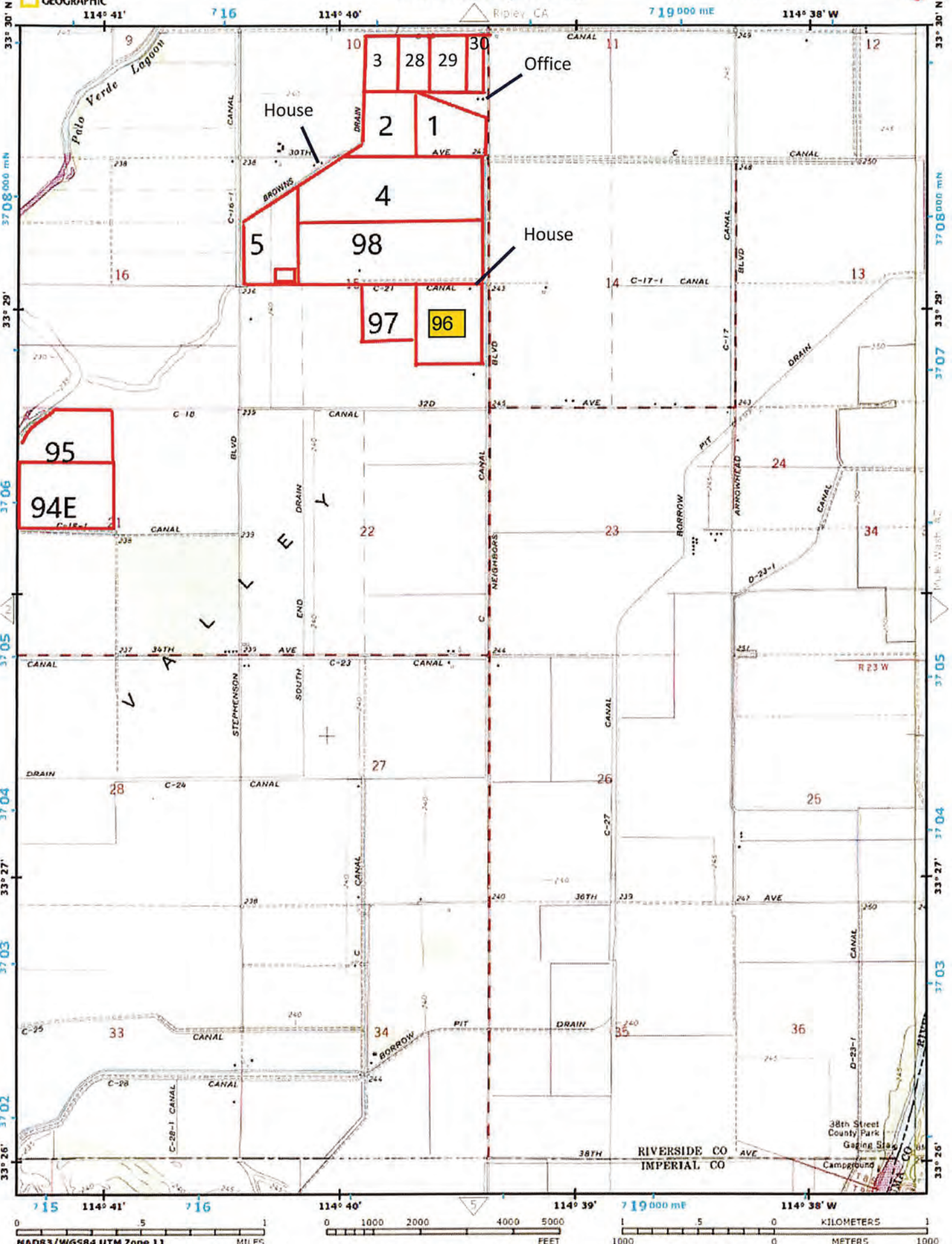
BIO-SOLIDS SEWAGE SLUDGE ANNUAL REPORT

26. Anderson Farms/Brahm Trust YMS	7	432	SLR: City of Oceanside EMWD San Jacinto: Eastern Municipal Water District Encina: Encina Wastewater Authority Fallbrook Public Utility District RBF LLC San Eljo: San Eljo Joint Powers Author EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 160.9	731.6256	Bermuda	370	As=.0417	Cd=.0143	Cr=.4191	Cu=5.1546	Pb=.0801
										Hg=.0091	Mo=.2300	Ni=.3028	Se=.1142	Zn=10.8656
27. Anderson Farms/Brahm Trust YMS	8	398	SLR: City of Oceanside EMWD San Jacinto: Eastern Municipal Water District Encina: Encina Wastewater Authority Fallbrook Public Utility District RBF LLC San Eljo: San Eljo Joint Powers Author EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 144.3	646.1786	Bermuda	365	As=.0393	Cd=.151	Cr=.4596	Cu=5.095	Pb=.0821
										Hg=.0084	Mo=.2260	Ni=.3117	Se=.0962	Zn=10.3242
28. Anderson Farms/Brahm Trust YMS	9	1892	Hyperion Treatment Plant: City of Los Angeles La Salinas: City of Oceanside SLR: City of Oceanside City of Riverside EMWD San Jacinto: Eastern Municipal Water District Encina: Encina Wastewater Authority Fallbrook Public Utility District RBF LLC San Eljo: San Eljo Joint Powers Author EMWD Moreno Valley	Class B	Click here to enter text.	Lbs/Acre 317.3	1,494.3201	Bermuda	474	As=.1348	Cd=.0690	Cr=.1.0879	Cu=12.455 8	Pb=.2410
										Hg=.0165	Mo=.5082	Ni=.7118	Se=.2666	Zn=25.2406

Palo Verde, CA

USGS 7.5' Map Series

3



NAD83/WGS84 UTM Zone 11 MILES 0 5 1 0 1000 2000 4000 5000 FEET 0 1000 5000 KILOMETERS 1

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Douglas A. Ducey
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



Misael Cabrera
Director

Notice of Acceptance - Biosolids Application Registration

September 27, 2018

Solid Solutions, L.L.C.
Attention: Chris Marks
3031 Franklin Avenue
Riverside, CA 92507

Re: LTF #: 73512; Land Application Site Registration for Andersen Farms – BRAMS Trust

Dear Mr. Millage:

The Arizona Department of Environmental Quality (ADEQ) received the above referenced request for registration on September 19, 2018. Upon reviewing this material, ADEQ has determined under A.A.C R18-9-1004 that your submittal is complete. Your registration is accepted. Please be advised that this registration is valid only for biosolids generated by City of San Diego – MBC, San Luis Rey WWTP, La Salina WWTP, City of Riverside, LACSD – JWPCP, City of Colton WWTP, and Valley Sanitary District; to be land applied on the named fields at the following coordinates:

Township 6S Range 12W Section 17, 18, 19, 20			
Field#	Latitude	Longitude	Acres
YM 8-7	N 32 54 52	W 113 31 10	63.3
YM 8-8	N 32 54 52	W 113 30 39	58.6
YM 8-9	N 32 54 32	W 113 32 10	117.2
YM 8-10	N 32 54 32	W 113 31 10	117.2
YM 8-11	N 32 54 32	W 113 31 39	117.2
YM 8-12	N 32 54 03	W 113 32 13	108.2
YM 8-13	N 32 54 04	W 113 31 45	75.8
YM 8-14	N 32 54 04	W 113 31 10	117.2
YM 8-15	N 32 54 04	W 113 30 35	108.2
YM 8-16	N 32 53 40	W 113 32 10	125.7
YM 8-17	N 32 53 40	W 113 31 45	93.3

As the registered land applicator you are required to comply with all applicable provisions as established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, use, and Transportation of Biosolids," for each land application site.

Please be advised that your annual report is due on or before February 19 of the next year (A.A.C. R18-9-1014). Required forms and more information on land application of biosolids in Arizona can be found on the following site:
<http://www.azdeq.gov/biosolids-annual-report-form-applicators>

Sincerely,

A handwritten signature in blue ink that reads "Andy Koester". The signature is written in a cursive, slightly slanted style.

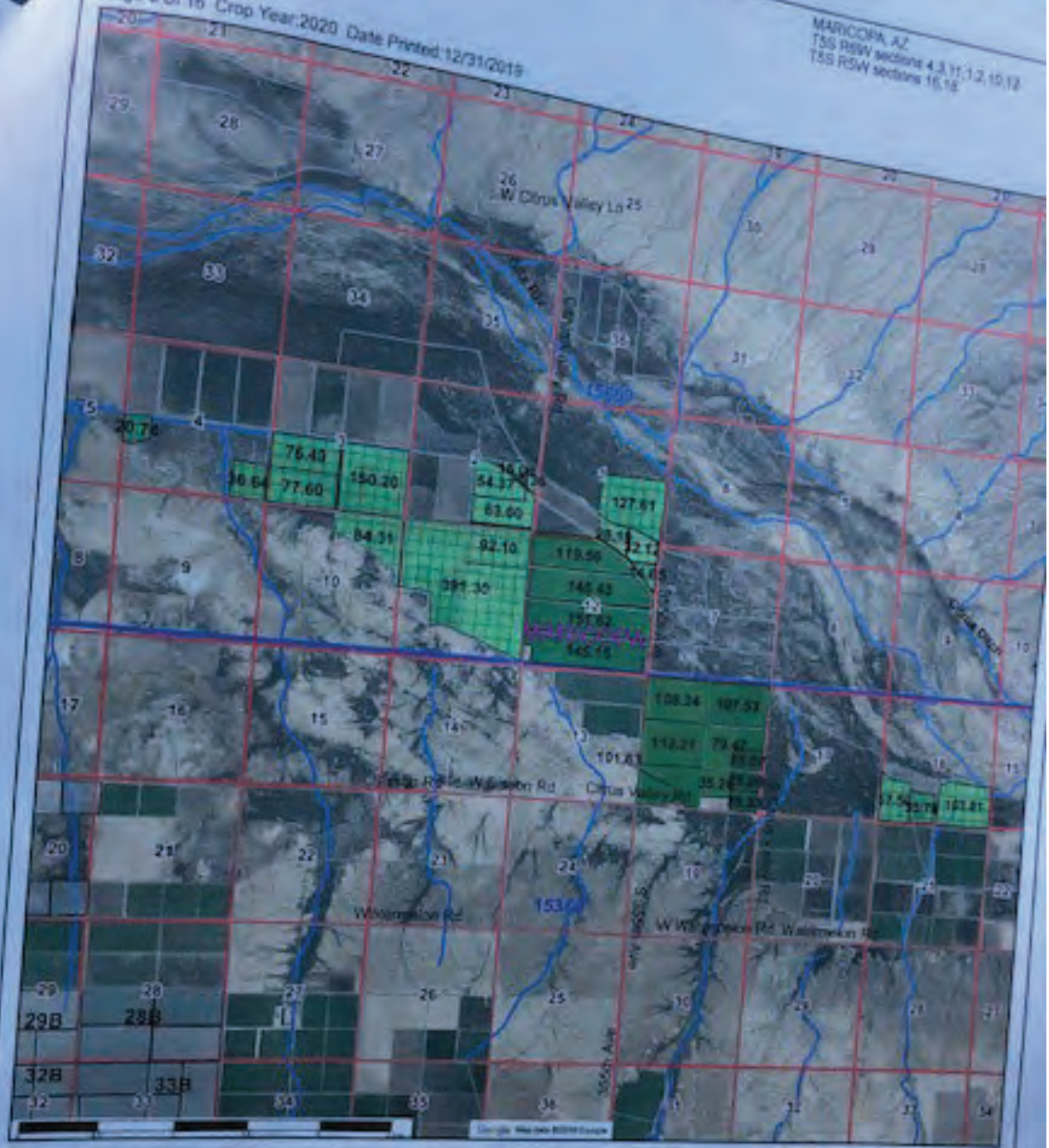
Andy Koester, Manager
Surface Water Protection Section, Water Quality Division
Arizona Department of Environmental Quality

Cc: ADEQ GIS

**J & E Farms
Bond Farm**

Page 3 of 16 Crop Year: 2020 Date Printed: 12/31/2019

MARICOPA, AZ
TSS RSW sections 4, 3, 11, 12, 10, 13
TSS RSW sections 16, 18



Provided Courtesy of:

FARM inc.
Gary McKenzie
9865 S. Priest Drive, Ste 101
Tempe, AZ 85284-
480-491-1444

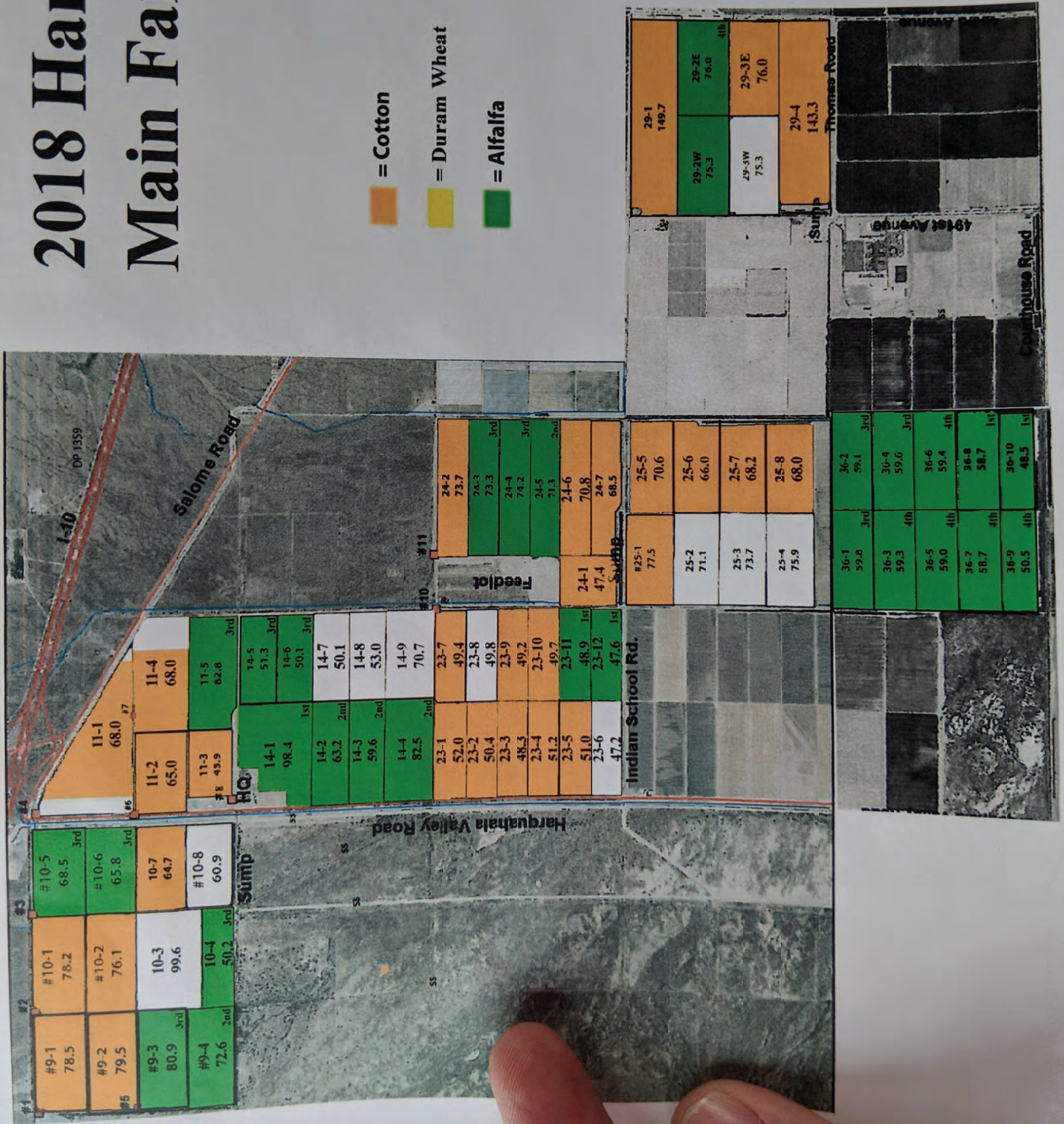
LEGEND

- Alfalfa
- Cropland

ACRES	
Alfalfa	1,181.50
Cropland	1,469.75
TOTAL	2,651.25

2018 Harquahala Main Farm Map

- = Cotton
- = Duram Wheat
- = Alfalfa



PE 4269 \$418x6



County of Riverside
DEPARTMENT OF ENVIRONMENTAL HEALTH

www.rivcoeh.org

**CLASS A BIOSOLIDS
TIER 1 SITE NOTIFICATION**

SUBMITTED BY: Transporter Grower

BUSINESS NAME	Denali Water Solution	PHONE	909-992-9539
MAILING ADDRESS	1425 Victoria Ct. Unit B2		
CITY	San Bernardino	STATE	CA ZIP 92408

NAME OF GROWER	River Bottom Farms	PHONE	
ADDRESS	13750 10th Ave		
CITY	Blythe	STATE	CA ZIP 92225
MAILING ADDRESS	Same as above		
CITY		STATE	ZIP

NAME OF LANDOWNER	Richard Swan		
ADDRESS	RR 2 Box 22		
CITY	Cibola	STATE	AZ ZIP 85328
MAILING ADDRESS	Same as above		
CITY		STATE	ZIP
PHONE	626-864-2284	ASSESSORS PARCEL NUMBER (APN)	See attached
NUMBER OF ACRES	1449	AMOUNT CLASS A MATERIAL TO BE APPLIED PER ACRE	25-75

Attachments to be included with notification:

- Evidence of Landowner agreeing to Class A Application to their property and right of entry
- Map of Application Site
- Agronomic Rate Analysis
- Inspection/Sampling Fee
- Name and address of facilities producing the Class A Material

MAIL TO:
County of Riverside, Department of Environmental Health
P.O. Box 7909
Riverside, CA 92513-7909

For our office locations call us at (336) 722-4234 or visit our website at www.rivcoeh.org

RIVERSIDE CTY/INDIO FACILITY
DEPT OF ENVIRONMENTAL HEALTH
47950 ARABIA ST. STE# A

RC ENV HLTH INDIO
47950 ARABIA ST
STE A
INDIO, CA. 92201
760-863-0287

774840

sactions:

07/19/2022 000001
#7097 11:09AM JOSIE0013
774840 6 @ \$418.00
\$2508.00
CRD. CARD \$2508.00

Phone Order

XXXXXXXXXXXX3803
MASTERCARD Entry Method: Manual
Total: \$ 2,508.00
07/19/22 11:01:49
Inv #: 000000002 Appr Code: 039336
Apprvd: Online
AVS Code: NO MATCH N
CVV2 Code: MATCH M

Alexis Camberos

MasterCard, etc.)

mastercard
9803
1425
92408
PE:4269 774840
\$418.00 x 6 = \$2508.00 plus serv.fee
909-992-9539
alexis.camberos@denajwater.com
39336
JRM

I agree to pay above total amount
according to card issuer agreement
(Merchant agreement if credit voucher)

- 3. Credit card number (last 4 digits)
- 4. Billing address (street # only)
- 5. Zip code
- 6. FA# or AR#
- 7. Dollar Amount
- 8. Contact phone #
- 9. E-mail or fax#
- 10. Approval number
- 11. Staff Initials

XXXXXXXXXXXX3803
MASTERCARD Entry Method: Manual
Amount: \$ 59.44
Total: \$ 59.44
07/19/22 14:01:39
Inv #: 000000005 Appr Code: 039220
Apprvd: Online
AVS Code: NO MATCH N
CVV2 Code: MATCH M

RC ENV HLTH INDIO
47950 ARABIA ST
STE A
INDIO, CA. 92201
760-863-0287

RC ENV HLTH INDIO FE
47950 ARABIA ST
STE A
INDIO, CA. 92201
670-731-6616

Phone Order

XXXXXXXXXXXX3803
MASTERCARD Entry Method: Manual
Total: \$ 2,508.00
07/19/22 11:01:49
Inv #: 000000002 Appr Code: 039336
Apprvd: Online
AVS Code: NO MATCH N
CVV2 Code: MATCH M

Phone Order

XXXXXXXXXXXX3803
MASTERCARD Entry Method: Manual
Amount: \$ 59.44
Total: \$ 59.44
07/19/22 14:01:39
Inv #: 000000005 Appr Code: 039220
Apprvd: Online
AVS Code: NO MATCH N
CVV2 Code: MATCH M

Customer Copy
THANK YOU!

The above Service Fee charge
is for the convenience of this
payment method and is a
separate transaction payable
in addition to the amount due.
Your signature indicates
acceptance of this Service Fee
and your payment to the card
issuer according to their
payment terms.

Customer Copy
THANK YOU!

County of Riverside
 DEPARTMENT OF ENVIRONMENTAL HEALTH

47269

www.rivcoeh.org

SP#444/04

04/16/2019 000001
 #3130 12:23PM JOSIE0013

CLASS A BIOSOLIDS
 TIER 2,3 & 4 SITE REGISTRATION

STJ
 4/16/19

774840
 #72960
 #4269

\$588.00

Transporter Grower

CHECK

\$588.00

enali Water Solutions, LLC		PHONE 760-801-3175
MAILING ADDRESS 3031 Franklin Ave		
CITY Riverside	STATE CA	ZIP 92507

NAME OF GROWER Tara Farms		PHONE 760-922-0356
ADDRESS 29501 Neighbors Blvd		
CITY Blythe	STATE CA	ZIP 92225
MAILING ADDRESS same as above		
CITY	STATE	ZIP

NAME OF LANDOWNER Tara Farms		
ADDRESS 29501 Neighbors Blvd		
CITY Blthe	STATE CA	ZIP 92225
MAILING ADDRESS same as above		
CITY	STATE	ZIP
PHONE 626-864-2284	ASSESSORS PARCEL NUMBER (APN) See attached	
NUMBER OF ACRES 1,384	AMOUNT CLASS A MATERIAL TO BE APPLIED PER ACRE 25-75 tons per acre	

Attachments to be included with notification:

- Evidence of Landowner agreeing to Class A Application to their property and right of entry
- Map of Application Site and proximity to dwellings, property lines, roads and wells
- Agronomic Rate Analysis
- Inspection/Sampling Fee
- Name and address of facilities producing the Class A or Class A EQ Material
 → Hyperion Wastewater Treatment Plant

04/16/2019

774840
 #72960
 #4269

MAIL TO:
 County of Riverside, Department of Environmental Health
 P.O. Box 7909
 Riverside, CA 92513-7909

For our office locations call us at (888) 722-4234 or visit our website at www.rivcoeh.org



4. Hauling Experience and Capacity

Denali hauls between 80 and 140 loads of residuals per day, primarily biosolids, in Southern California. We have been hauling 5-8 loads per day, 365 days per year, from the District’s JWPCP since 2006. Our company’s primary purpose is to haul and manage biosolids, and we have been hauling biosolids since 1997. We have been hauling 20-25 loads of biosolids from the City of San Diego’s Metro Biosolids Center since 2000, 12-30 loads per day from the City of Los Angeles’s Hyperion WTP since 2009, and 10-15 loads per day from East Bay Municipal Utility District in Oakland since 2004, plus the numerous other facilities we haul biosolids for in California.

Denali currently has an extensive inventory of equipment for the District we currently use performing the removal of the District’s biosolids. Companywide we have over 80 trucks, 170 end dump trailers, 30 farm tractors, 15 water trucks, 16 belt presses, 35 tankers, 20-wheel loaders, and extensive miscellaneous pieces of equipment. The equipment we will use for this project will be in safe and proper working order and shall meet emission requirements set by the State of California. In addition to our company owned equipment, we have access to a number of subcontractor haulers and their equipment experienced in managing biosolids.

Below is a list of our Western Region’s equipment list (we also have access to our corporate equipment inventory on an as needed basis):

EXISTING FLEET INFORMATION

Year / Model	Type	Fuel	Capacity
2020 MACK PINNACLE 64T	Tractor	Diesel	
2010 PETERBILT 388	Tractor	Diesel	
2012 KENWORTH T800	Tractor	Diesel	
2017 MACK TRACTOR CXU613	Tractor	Diesel	
2017 MACK TRACTOR CXU613	Tractor	Diesel	
2017 MACK TRACTOR CXU613	Tractor	Diesel	
2017 MACK TRACTOR CXU613	Tractor	Diesel	
2017 MACK TRACTOR CXU613	Tractor	Diesel	
2018 MACK CXU613	Tractor	Diesel	
2015 FREIGHTLINER	Tractor	Diesel	
2015 FREIGHTLINER X12564ST	Tractor	Diesel	
2015 FREIGHTLINER	Tractor	Diesel	
2015 FREIGHTLINER	Tractor	Diesel	
2014 FREIGHTLINER	Tractor	Diesel	
2000 TRAVIS	End Dump Trailer		41.4 cu. yds
2001 TRAVIS	End Dump Trailer		41.4 cu. yds

DENALI

Year / Model	Type	Fuel	Capacity
2007 TRAVIS END DUMP 39	End Dump Trailer		41.4 cu. yds
2015 TRAVIS	End Dump Trailer		41.4 cu. yds
2015 TRAVIS	End Dump Trailer		41.4 cu. yds
2018 TRAVIS 39'	End Dump Trailer		41.4 cu. yds
2018 TRAVIS 39'	End Dump Trailer		41.4 cu. yds
2018 TRAVIS 39'	End Dump Trailer		41.4 cu. yds
1993 TRAVIS	End Dump Trailer		41.4 cu. yds
2021 MAC HALF ROUND DUMP TRAILER	End Dump Trailer		41.4 cu. yds
2002 EVERLITE	End Dump Trailer		41.4 cu. yds
1996 MACK	End Dump Trailer		41.4 cu. yds
1995 VANTAGE	End Dump Trailer		41.4 cu. yds
1995 VANTAGE	End Dump Trailer		41.4 cu. yds
1999 VANTAGE	End Dump Trailer		41.4 cu. yds
1999 VANTAGE	End Dump Trailer		41.4 cu. yds
2001 VANTAGE	End Dump Trailer		41.4 cu. yds
2002 VANTAGE	End Dump Trailer		41.4 cu. yds
2002 VANTAGE	End Dump Trailer		41.4 cu. yds
2003 VANTAGE	End Dump Trailer		41.4 cu. yds
1989 TRAVIS	End Dump Trailer		41.4 cu. yds
1990 TRAVIS	End Dump Trailer		41.4 cu. yds
2022 WESTERN 44' EXPRESS TANDEM AXLE SEMI 94	Belt Trailer		65 cu. Yds
2022 WESTERN 44' EXPRESS TANDEM AXLE SEMI 94	Belt Trailer		65 cu. Yds
2016 WESTERN BELT	Belt Trailer		65 cu. Yds
2008 WESTERN EXPRESS	Belt Trailer		65 cu. Yds
2008 WESTERN EXPRESS	Belt Trailer		65 cu. Yds
2016 WESTERN 638	Belt Trailer		65 cu. Yds
2022 TRINITY EAGLE BRIDGE	Belt Trailer		65 cu. Yds
2015 TRINITY EAGLE BRIDGE BELT TRAILER	Belt Trailer		65 cu. Yds



Subcontractors

Denali may use the following subcontractor haulers to haul the District's biosolids:

Arroyo's Transportation

Principal: Alfredo Arroyo
Contact: 951-409 6084
Work Scope: Biosolids loading and hauling

Walters Trucking

Principal: Garland Walters
Contact: 951-966-1464
Work Scope: Biosolids loading and hauling

Baja Transport

Principal: Mario Rodriguez
Contact: 714-709-3778
Work Scope: Biosolids loading and hauling

Michael Dominguez

Principal Michael Dominguez: Owner
Contact 714-299-0441
Work Scope Transportation

HDO Trucking

Principal Mario Flores: Owner
Contact 928-257-9776
Work Scope Transportation

Socrates Transportation

Principal Carlos Hernandez: President
Contact 951-634-4359
Work Scope Transportation



ATTACHMENTS

NON-COLLUSION DECLARATION*
REFERENCE LIST FORM
CONTRACTOR APPLICATION FORM*
CONTRACTOR'S CERTIFICATE WORKERS' COMPENSATION*
CERTIFICATION OF DIR REGISTRATION*
LIST OF PROPOSED SUBCONTRACTORS*



NON-COLLUSION DECLARATION FORM
(Public Contract Code §7106)

I, Jeffrey J. LeBlanc, declare, as follows:

I am the Chief Growth Officer of Denali Water Solutions LLC, the party making the attached proposal.

I know of my own personal knowledge and declare under penalty of perjury, that the attached proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone will refrain from bidding; that the proposer has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal price or any breakdown of the proposal price, or the contents of his proposal, or divulged information or data relative to its proposal, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent of any such corporation, partnership, company, association, organization, or proposal depository to effectuate a collusive or sham proposal.

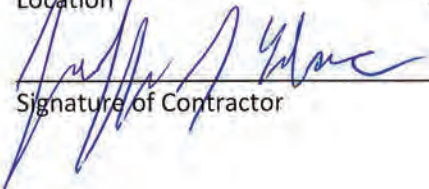
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

03-15-2023

Date

250 Lucius Gordon Dr, W. Henrietta, NY

Location



Signature of Contractor

SUBMIT THIS FORM WITH PROPOSAL.



REFERENCE LIST

Reference No. 1

Company Name: East Bay Municipal Utility District
Contact person: Rebecca Overacre Title: Associate Civil Engineer, Wastewater Planning
Telephone No.: (510) 287-1251 Email: Rebecca.overacre@ebmud.com
Job Description: Transportation and Reuse of Dewatered Biosolids.

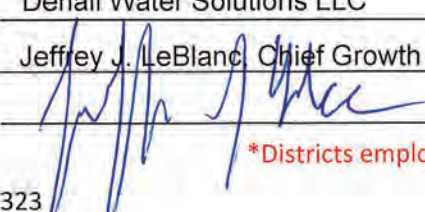
Reference No. 2

Company Name: City of Los Angeles
Contact person: Alan Tran Title: Environmental Engineering Associate
Telephone No.: (310) 648-5995 Email: Alan.tran@lacity.org
Job Description: Composting, Land Application and Hauling of Dewatered Biosolids.

Reference No. 3

Company Name: City of Santa Cruz
Contact person: Anne Hogan Title: Wastewater System Manager
Telephone No.: (813) 420-5425 Email: ahogan@cityofsantacruz.com
Job Description: Transportation and Reuse of Dewatered Biosolids.

SUBMITTED BY:

Company Denali Water Solutions LLC
Name Jeffrey J. LeBlanc, Chief Growth Officer
Signature  Date: 03/15/2023

Districts employees shall not be used as references

SUBMIT THIS FORM WITH PROPOSAL



CONTRACTOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION

Labor Code Section 3700, in relevant part, provides:

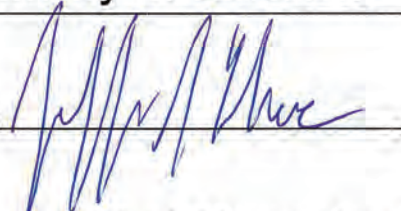
“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees,....”

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 this contract. I shall supply the Owner with certificates of insurance evidencing that Workers’ Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days’ notice of cancellation.

Name: Jeffrey J. LeBlanc

Title: Chief Growth Officer

Signature: 

Date: 3-15-2023

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

SUBMIT THIS FORM WITH PROPOSAL.



CONTRACTOR AND SUBCONTRACTOR

CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Public Contract Code Section 1725.5, if the Project is a public works project in excess of \$25,000 or a maintenance project in excess of \$15,000, a contractor or subcontractor must be registered with the Department of Industrial Relations (DIR) in order to offer on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I Jeffrey J. LeBlanc, Chief Growth Officer
(Name) (Title)

certify that

Denali Water Solutions LLC is currently registered as a contractor with the DIR:

Contractor's DIR Registration Number: 1000016912

Expiration date June 30, 20 25

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its proposal documents the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at the time of opening and maintain registered status for the duration of the project. *(Applicable to proposal phase)*
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the opening. *(As applicable to proposal phase)*
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.

[Signature]
Signature

08/15/2023
Date

SUBMIT THIS FORM WITH PROPOSAL.



LOS ANGELES COUNTY SANITATION DISTRICTS

Converting Waste Into Resources

VENDOR REGISTRATION FORM

1955 Workman Mill Road
Whitter, California 90601
(562) 908-4288 Ext. 1400 FAX (562) 699-8665

VENDOR CODE DIVISION/ADDR CODE (For Districts' Use Only)

COMPANY NAME Denali Water Solutions LLC
ADDRESS 3308 Bernice Avenue
CITY Russellville STATE AR ZIP 72802

REMIT TO: Denali Water Solutions LLC
REMITTANCE ADDRESS P.O. Box 740903
CITY Atlanta STATE GA ZIP 30374 - 0903
TELEPHONE (503) 635-0083 REP/CONTACT Dave Vaughn, EVP- West
AR CONTACT & EMAIL ARRemittance@denaliwater.com REP EMAIL dave.vaughn@denaliwater.com

CHECK TYPE OF OWNERSHIP

- INDIVIDUAL/SOLE PROPRIETOR C CORPORATION PARTNERSHIP OTHER
LIMITED LIABILITY COMPANY S CORPORATION TRUST/ESTATE

* ATTACH CURRENT W-9 TAX FORM TO THIS REGISTRATION FORM

IF YOU ARE A CONTRACTOR, PLEASE INDICATE YOUR LICENSE NO. BELOW:

CONTRACTOR'S LICENSE NO.: 990041 DIR REGISTRATION NO.: 1000016912

BUSINESS CLASSIFICATION

- MBE SBE DBE N/A
WBE DVBE OTHER:

BUSINESS CLASSIFICATION CERTIFICATION*:

WHERE: EXPIRATION DATE

* ATTACH PROOF OF CERTIFICATION(S) TO THIS REGISTRATION FORM

CHECK YOUR TYPE OF BUSINESS:

- CONTRACTOR FACTORY REP
MANUFACTURER DISTRIBUTOR SMALL BUSINESS *

HOW LONG IN BUSINESS: 28 YRS MOS NUMBERS OF EMPLOYEES 1,600

PROVIDE ANY OTHER PERTINENT INFORMATION TO FURTHER DESCRIBE YOUR COMPANY, ORGANIZATION, OPERATIONS, OR PRODUCTS (Additional sheets, with applicant or company name at top, may be attached).

COMPLETED BY: Gary Aldridge DATE: 03-15-2023

Please submit this completed form and W-9 tax form to purchasing@lacsdsd.org.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Denali Water Solutions LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3308 Bernice Ave

6 City, state, and ZIP code
Russellville, AR 72802

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	6	-	1	7	5	7	1	4	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]*

Date ▶ *01/09/2013*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**LIST OF PROPOSED SUBCONTRACTORS
(Non Public Work)**

The prime bidder/proposer shall list below, the type of work of each subcontractor will perform or service rendered to the prime bidder/proposer in the performance of the scope of work

Subcontractor No. 1

Company Name: Arroyo's Transportation

Contact person: Alfredo Arroyo Title: Owner

Telephone No.: (951) 409 6084 Email: angelitaarroyo68@hotmail.com

Job Description: Transportation

Subcontractor No. 2

Company Name: Walter Trucking

Contact person: Garland Walter Title: Owner

Telephone No.: (951) 966-1464 Email: walterkg34@yahooo.com

Job Description: Transportation

Subcontractor No. 3

Company Name: Michael Dominguez

Contact person: Michael Dominguez Title: Owner

Telephone No.: (714) 299-0441 Email: mjd-nine@gmail.com

Job Description: Transportation

Please feel free to add additional pages if necessary.

SUBMIT THIS FORM WITH PROPOSAL.



**LIST OF PROPOSED SUBCONTRACTORS
(Non Public Work)**

The prime bidder/proposer shall list below, the type of work of each subcontractor will perform or service rendered to the prime bidder/proposer in the performance of the scope of work

Subcontractor No. 4

Company Name: Baja Transports

Contact person: Mario Rodriguez Title: Owner

Telephone No.: (714) 709-3778 Email: bajatransports@gmail.com

Job Description: Transport

Subcontractor No. 5

Company Name: HDO Trucking

Contact person: Mario Flores Title: Owner

Telephone No.: (928) 257-9776 Email: marioflores.mf@gmail.com

Job Description: Transport

Subcontractor No. 6

Company Name: Socrates Transportation

Contact person: Carlos Hernandez Title: President

Telephone No.: (951)634-4359 Email: bigoteshernandez59@gmail.com

Job Description: Transport

Please feel free to add additional pages if necessary.

SUBMIT THIS FORM WITH PROPOSAL.

DENALI

FINANCIAL REPORT

CONFIDENTIAL

**THIS IS A COVER SHEET FOR CONFIDENTIAL
INFORMATION**

**ALL INDIVIDUALS HANDLING THIS
INFORMATION ARE REQUIRED TO PROTECT IT
FORM UNAUTHORIZED DISCLOSURE**

This document contains confidential and proprietary information of Denali Water Solutions LLC. No disclosure or use of any portion of these materials may be made without the express written consent of Denali Water Solutions LLC.

DENALI

Denali Water Solutions, LLC

Independent Auditor's Report and
Consolidated Financial Statements

January 1, 2022

Denali Water Solutions, LLC

January 1, 2022

Contents

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Consolidated Financial Statements

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Statement of Operations.....6
Statement of Changes in Members’ Equity.....7
Statement of Cash Flows.....8
Notes to Financial Statements.....9



Report of Independent Auditors

To the Board of Managers and Management of
Denali Water Solutions, LLC

Opinion

We have audited the accompanying consolidated financial statements of Denali Water Solutions, LLC and its subsidiaries (the "Company"), which comprise the consolidated balance sheet as of January 1, 2022, and the related consolidated statements of operations, changes in members' equity, and cash flows for the period from January 1, 2021 to January 1, 2022, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of January 1, 2022, and the results of its operations and its cash flows for the period from January 1, 2021 to January 1, 2022 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.



In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Princeton Home Coops LLP

Tulsa, Oklahoma
May 27, 2022

DENALI WATER SOLUTIONS, LLC
Consolidated Balance Sheet
January 1, 2022

Assets

Current Assets

Cash	\$ 850,974
Accounts receivable, net of allowance of \$341,980	48,099,217
Contract assets	649,146
Inventories	7,741,322
Prepaid expenses and other	4,016,540
Total current assets	61,357,199

Property and Equipment, Net

97,215,148

Other Assets

Goodwill, net	121,037,188
Intangible assets, net	34,675,443
Total other assets	155,712,631

Total assets

\$ 314,284,978

Liabilities and Members' Equity

Current Liabilities

Accounts payable	\$ 10,070,170
Due to affiliates, net	139,376,803
Accrued expenses	5,294,187
Current maturities of long-term debt	3,571,496
Total current liabilities	158,312,656

Long-Term Debt, Net

4,896,372

Members' Equity

Members' equity	185,398,645
Undistributed deficit	(34,322,695)
Total members' equity	151,075,950

Total liabilities and members' equity

\$ 314,284,978

See Notes to Consolidated Financial Statements

DENALI WATER SOLUTIONS, LLC
Consolidated Statement of Operations
For the period ended January 1, 2022

Revenues	\$ 241,239,159
Operating and Other Administrative Expenses	<u>265,749,542</u>
Operating Loss	<u>(24,510,383)</u>
Other Income (Expense)	
Interest expense	(313,515)
Other income, net	<u>318,167</u>
	<u>4,652</u>
Net Loss	<u><u>\$ (24,505,731)</u></u>

See Notes to Consolidated Financial Statements

DENALI WATER SOLUTIONS, LLC
Consolidated Statement of Changes in Members' Equity
For the period ended January 1, 2022

	<u>Members' Equity</u>
Balance, January 1, 2021	\$ 175,581,681
Net loss	(24,505,731)
Balance, January 1, 2022	<u>\$ 151,075,950</u>

See Notes to Consolidated Financial Statements

DENALI WATER SOLUTIONS, LLC
Consolidated Statement of Cash Flows
For the period ended January 1, 2022

Operating Activities	
Net loss	\$ (24,505,731)
Items not requiring (providing) cash	
Depreciation	13,216,499
Amortization	20,922,418
Gain on sale of property and equipment	(67,559)
Loss on investment in affiliate	92,665
Changes in	
Accounts receivable	(12,955,258)
Contract assets	(255,505)
Inventories	(80,606)
Accounts payable and accrued expenses	(313,866)
Receivable from affiliate	327,433
Due to affiliates, net	27,402,495
Prepaid expenses and other	(1,379,203)
Net cash provided by operating activities	<u>\$ 22,403,782</u>
Investing Activities	
Purchase of property and equipment	\$ (22,206,549)
Proceeds from sale of property and equipment	601,978
Acquisition of cash from Jesse Baro, Inc.	26,021
Acquisition of cash from New Earth, LLC	627,297
Net cash used in investing activities	<u>\$ (20,951,253)</u>
Financing Activities	
Payments on notes payable	\$ (1,837,511)
Net cash provided by (used in) financing activities	<u>\$ (1,837,511)</u>
Decrease in Cash	(384,982)
Cash, Beginning of Year	<u>1,235,956</u>
Cash, End of Year	<u><u>\$ 850,974</u></u>
Supplemental Cash Flow Information	
Interest paid	\$ 313,515
Taxes paid	\$ 690,633
Due to affiliate related to acquisition funding	\$ 88,091,674
Contingent consideration liability assumed in acquisition	\$ 1,000,000
Holdback payment liability assumed in acquisition	\$ 250,000
Property and equipment purchases financed	\$ 6,519,954

See Notes to Consolidated Financial Statements

DENALI WATER SOLUTIONS, LLC
Notes to Consolidated Financial Statements
January 1, 2022

Note 1: Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

Denali Water Solutions, LLC (the “Company”) earns revenues from the provision of a wide variety of services which include land application, composting, dewatering, equipment rental and emergency services, cleanout and closeout of lagoons, basins, digester, storage and holding tanks, landfill diversion, operation and maintenance of water, compost, and organic waste treatment facilities, and industrial cleaning services. The Company is headquartered in Russellville, Arkansas, with regional offices in California, Connecticut, New York, Texas, Alabama and Maryland, and operates throughout the United States.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

Fiscal Period

During 2021, the Company changed its fiscal year end from December 31 to January 1. The consolidated financial statements are presented as of January 1, 2022 and from January 1, 2021 through the Company’s fiscal year end date of January 1, 2022.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash

Cash consists of bank deposits in federally insured accounts, which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and does not believe it is exposed to any significant credit risk from cash and cash equivalents.

Accounts Receivable

Accounts receivable include billed and unbilled amounts and are stated at the amount of consideration from customers of which the Company has an unconditional right to receive payment plus any accrued and unpaid interest. The Company provides an allowance for doubtful accounts,

which is based upon a review of outstanding receivables, historical collection information and existing economic conditions. Accounts receivable are ordinarily due 30 to 90 days after the issuance of the invoice. Delinquent receivables are written off based on individual credit evaluation and specific circumstances of the customer. During the period ending January 1, 2022, bad debt expense related to doubtful accounts receivable, where collectability is not reasonably assured, was \$58,637. The Company extends unsecured credit to its customers. Credit extended to a single customer did not exceed 10% percent of accounts receivable at January 1, 2022.

Contract Assets

Service contracts commonly include retention provisions to provide assurance to the customer that the Company's performance obligations are satisfied. Retention amounts for which the Company's right to payment is subject to other conditions, such as future performance or achievement of contractually stated milestones, are included in contract assets.

Inventories

Inventories consist of compost, engineered soils and mulch and are valued at the lower of cost or net realizable value using the average cost method.

Investment in Affiliate

During the fiscal year, the Company divested of its investment in a 50-percent owned affiliate, Denali ROI. The Company recorded a net loss on disposition of \$92,665 for the period ended January 1, 2022 which was recorded in "Other income, net" on the consolidated statement of operations.

Property and Equipment

Property and equipment is stated at cost less accumulated depreciation. Depreciation is charged to expense on the straight-line basis over the estimated useful life of each asset. Assets under capital lease obligations and leasehold improvements are amortized over the shorter of the lease term or respective estimated useful lives. Property and equipment acquired in transactions qualifying as business combinations are initially recorded at fair value. Estimated useful lives by asset class are as follows:

Machinery and equipment	3–7 years
Buildings	20 years
Land Improvements	15 years

Goodwill

The Company has elected the private company accounting alternative for identifiable intangible assets in a business combination. Under this alternative, certain customer-related intangible assets and noncompetition agreements are subsumed into goodwill and are no longer required to be recognized separately in the accounting for a business combination. The Company also elected the private company accounting alternative for amortizing goodwill. Under this alternative, goodwill

is amortized on a straight-line basis over 10 years. The Company tests goodwill for impairment at each fiscal year end.

In testing goodwill for impairment, the Company has the option first to perform a qualitative assessment to determine whether it is more likely than not that goodwill is impaired or the Company can bypass the qualitative assessment and proceed directly to the quantitative test by comparing the carrying amount, including goodwill, of the Company with its fair value. The goodwill impairment loss, if any, is measured as the amount by which the carrying amount of the Company, including goodwill, exceeds its fair value. Subsequent increases in goodwill value are not recognized in the consolidated financial statements.

Intangible Assets

Intangible assets with finite lives include various tradenames and environmental permits. Tradenames are being amortized on the straight-line basis over 5 to 19 years and environmental permits are being amortized on the straight-line basis over 5 years. Such assets are periodically evaluated as to the recoverability of their carrying values.

Long-lived Asset Impairment

The Company evaluates the recoverability of the carrying value of long-lived assets whenever events or circumstances indicate the carrying amount may not be recoverable. If a long-lived asset is tested for recoverability and the undiscounted estimated future cash flows expected to result from the use and eventual disposition of the asset is less than the carrying amount of the asset, the asset cost is adjusted to fair value and an impairment loss is recognized as the amount by which the carrying amount of a long-lived asset exceeds its fair value. No asset impairment was recognized during the period ending January 1, 2022.

Due to Affiliates, Net

Due to affiliates, net primarily consists of amounts owed to and receivable from affiliated companies for various transactions paid on behalf of the Company by the affiliates or paid on behalf of the affiliates by the Company.

Revenue Recognition

Revenue is recognized when control of the promised goods or services is transferred to the Company's customers, in an amount that reflects the consideration that it expects to be entitled to in exchange for those goods or services. The amount and timing of revenue recognition varies based on the nature of the goods or services provided and the terms and conditions of the customer contract. See Note 7 for additional information about the Company's revenue.

Taxes Collected from Customers and Remitted to Governmental Authorities

Taxes collected from customers and remitted to governmental authorities are presented in the accompanying consolidated statements of operations on a net basis.

Income Taxes

The Company's members have elected to have the Company's income taxed as a partnership under provisions of the Internal Revenue Code and a similar section of the state income tax law. Therefore, taxable income or loss is reported to the individual unitholders for inclusion in their respective tax returns and no provision for federal and state income taxes is included in these consolidated financial statements.

Note 2: Inventories

Inventories at January 1, 2022 consisted of the following:

Raw Materials	\$	1,863,219
Work-in-process		1,187,504
Finished goods		4,690,599
		<u>7,741,322</u>
	\$	<u>7,741,322</u>

Note 3: Property and Equipment

Property and equipment, net consisted of the following at January 1, 2022:

Machinery and equipment	\$	88,341,135
Building		4,749,524
Construction in progress		7,209,670
Land		15,193,530
		<u>115,493,859</u>
Accumulated depreciation		<u>(18,278,711)</u>
	\$	<u>97,215,148</u>

Note 4: Acquired Intangible Assets and Goodwill

The carrying basis and accumulated amortization of recognized intangible assets and goodwill at January 1, 2022 were:



DENALI ESG REPORT



2021 ESG REPORT

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ABOUT THIS REPORT

Denali Water Solutions LLC 2021 ESG Report covers the company's environmental, social, and governance (ESG) strategies, activities, progress, metrics, and performance for calendar years 2020 and 2021, unless otherwise noted.

2021 COMPANY HIGHLIGHTS

Founded in 2014

Headquartered in
Russellville, Arkansas

1,419 employees

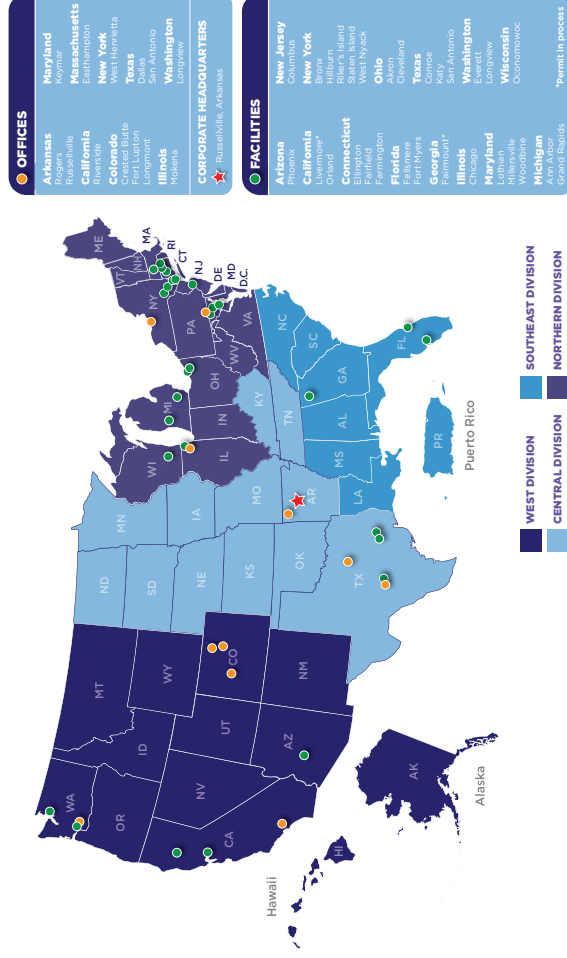
6 acquisitions
worth \$430M in 2021

Driving the future of waste conversion

Based in Russellville, Arkansas, Denali Water Solutions (Denali) is a full-service provider of speciality waste and environmental recycling and disposal services. The company processes more than a million tons of residual waste for municipal, food processing and downstream industries throughout the United States each year.

Denali's innovative, economically-effective solutions are reducing landfill use, protecting water resources, and contributing to a sustainable future for communities nationwide.

With more than 20 years of experience, Denali's record of compliance, financial stability, and safety remains superior in the speciality waste and environmental services industry.



*As of December 31, 2021

Making the world cleaner and more efficient - the Denali way

At Denali, we believe that it is the collective responsibility of us all to protect the quality of water through recycling waste in ways that are sustainable, beneficial to the land, and reduce or eliminate the use of landfills. It's our business, our purpose and our value proposition to recover, recycle and reimagine waste, extracting the highest value from the byproducts of our daily lives.

Our commitment to ESG reflects who we are and who we strive to be as a company. ESG and sustainability are front and center at Denali. As such, we're committed to:

- **Setting an industry standard:** Doing things right goes beyond following the rules and asking ourselves—each day— how we can do things a little bit better to deliver value for our customers and stakeholders.
- **Environmental stewardship:** Companies like Denali exist because we live in a world with finite resources. There is a limited quantity of water in the world. We have a responsibility to keep water clean so that we can use it today and future generations can use it, too.



2021 ESG HIGHLIGHTS

Launched initiatives to install cameras and fleet tracking technology in our commercial vehicles to increase efficiency, increase safety, and reduce energy use

Created the PEAKS program to incentivize safe workplace practices

Facilitated virtual focus groups as part of a larger effort to define Denali's Purpose, Vision, and Values

Invested in training and development through our Basecamp Denali™ program and partnership with Stagen Leadership Academy

Began developing a diversity and inclusion strategy

Began a company brand review to define our growing company's central brand identity.

Restructured our operations to a regional approach

- **Worker safety:** Our priority has always been the safety of our team. We're adopting new technologies and providing ongoing training to maintain our impeccable safety record.
- **Developing tomorrow's leaders:** Today's workforce is driven by more than a paycheck; people want to feel a sense a purpose. To attract and retain talent, Denali is fostering a workplace culture where our people can thrive and find meaning.
- **Building a stronger company:** We celebrate talent and determination, regardless of background, interests, or stage in life. We strive to create a company where our people can bring their unique talents and skills and find an environment rich with opportunity that cultivates respect and inclusivity.
- **Operating with integrity:** We drive value for our customers and communities through pricing, compliance and a corporate culture built on good values.



Innovating to protect our planet

By diverting industrial waste from landfills and contributing to clean waterways, Denali is helping our clients to meet their sustainability goals and contribute to an environmentally sound future.

At the same time, we're working to improve our own footprint by reducing the environmental impact of our equipment and vehicles.

PROVIDING INNOVATIVE SOLUTIONS

At Denali, our purpose is to replenish the Earth by repurposing waste. As one of the largest providers of organic waste management in the United States, we work with municipal and industrial customers to capture the nutrient value of organic waste streams and put them to beneficial reuse.

Our recycling methods and processes are contributing to fertile farmlands, healthy soils, and clean water.

Managing organic waste

Denali is committed to finding the best solutions for the management of waste residuals and to supporting a healthy environment. We're providing innovative solutions for the management of waste from:

- Food processing
- Water and wastewater treatment
- Food waste and solid separated organics
- Green waste

IN 2021, DENALI...

- Land applied over 1 billion gallons and over 1.2 million tons of Residuals on active farmland throughout the United States
- Collected and managed over 602,000 tons of Food Waste for Recycling
- Collected and distributed over 450,000 tons of Fruit Plus™ Animal Feed
- Processed and distributed over 700,000 cubic yards of WeCare Compost®
- Processed and distributed over 1 million cubic yards of bulk Mulch
- Processed and distributed over 700,000 cubic yards of Engineered Soil
- Processed and distributed over 13 million bags of soil and mulch

Our extensive network of permitted farmland and strategically-located organic waste processing facilities enable us to provide easily accessible and cost-effective recycling and disposal services. We take tremendous pride in our company's outstanding environmental record and high-quality products.

Most food in the United States is processed before it's sent to grocery stores and restaurants. To ensure food safety from farm to fork, the processing plants must be kept spotlessly clean, which inevitably requires large quantities of water. The wastewater that results from washing and rinsing machinery needs to be filtered and purified at wastewater treatment plants. The solid materials are either sent to landfills or diverted, recycled and repurposed for various beneficial uses including renewable energy, high-quality fertilizer, and livestock feed.

- **Recycling food:** Instead of sending unused food to a landfill, Denali collects these products and converts them into compost, soil, livestock feed, and feedstock for energy production, as well as other beneficial uses.
- **Creating compost:** We recycle food, biosolids, and green waste into compost, mulch, and soils - returning valuable nutrients that result from various waste stream projects and we return that carbon back to the land.
- **Converting organic waste to fertilizer:** We work with farmers across the country to convert organic waste to fertilizer by capturing the nutrient value contained in the organic waste and balancing soil properties to optimize crop yield and health. As a full-service provider, Denali, safely cleans the lagoons and digesters where the farm waste is treated and converted into organic waste for fertilizing and nourishing soils.

- **Producing energy:** We accept packaged food waste at anaerobic digestion facilities, which rely on some of the latest innovative technologies for separating organic waste from contaminated trash. The food waste is fed into digesters along with manure from local farms. In the digesters, bacteria and other microorganisms consume the waste and create gas as a byproduct, which is used to generate electricity for local communities.

- **Returning value:** Throughout all of our waste solution processes, Denali returns value to the economy and the environment.

USING RESOURCES RESPONSIBLY

Our commitment to environmental stewardship is one way we demonstrate our commitment to sustainable growth. Denali continues to demonstrate that commitment by reducing the environmental impact of our operations and by beginning to monitor our energy use and emissions.

Developing an energy and emissions baseline

To develop an in-depth understanding of our carbon footprint, we're tracking energy use and greenhouse gas (GHG) emissions across our operations. By establishing an energy baseline, based on a comprehensive set of data, we're establishing the foundation for a data-based strategy with realistic and demonstrable goals and targets for reducing our GHG emissions.

Not only do we plan to set our own GHG targets, we want to help our customers set targets of their own. Over time, we'll continue to track these metrics to determine the efficacy of our reduction measures and make adjustments as and where needed.





IMPROVING OUR PERFORMANCE

To reduce our footprint and improve our operational performance, Denali is committed to phasing out inefficient equipment and adopting new technology to drive better decision making and increase efficiencies and profitability while reducing our environmental impacts.

Installing cameras in commercial fleet

In our commercial truck fleet, we've been installing video cameras designed to monitor and correct any hazardous or inefficient behaviors. Using artificial intelligence, the cameras check for eye position, and stopping and following distances, for example. In addition to adding cameras to our existing fleet, we're installing them in vehicles newly acquired through new company mergers and acquisitions.

Implementing fleet tracking technology

We've begun implementing Samsara, cutting-edge GPS technology that allows us to track our fleet in real time, improve efficiencies and prevent breakdowns. Through the monitoring of engine diagnostics and fault codes, we're also reducing idle time and optimizing routes. Our goal is to have this new technology in full operation by early 2022.

Launching a maintenance platform

Denali recently launched a digital platform that shows us how much we're spending on maintenance per unit of equipment. These new, data-driven insights are helping us to determine when we need to replace trucks and phase out inefficient equipment. Our goal is to fully launch this new platform by early 2022.

Putting our people first

The most important investments we make are in our people. Everything we aspire to be as a company builds on our ability to come together as one team. We take pride in our culture of teamwork, trust, and collaboration. We prioritize health and support one another to ensure we're all able to do our best work.

CREATING A SAFETY CULTURE

Workplace safety is our highest priority. We're continuously working to embed safety into our company culture in an effort to maintain our impeccable safety record.

Technology is also an important component of safety management. That's why Denali is adopting data-driven information systems, which provide ongoing feedback to our drivers and help them to continuously improve their driving practices and habits.

Because our people are familiar with our business and equipment, hiring and promoting talent from within our company helps us to maintain our safety record and reduce risk.



Setting clear safety expectations

Our vehicle drivers make up the largest group of people at Denali. From the beginning of our hiring and onboarding process, we establish clear safety expectations with them. In fact, our *Welcome to Denali* video stresses the utmost importance of safety. We work to continually reinforce this message throughout the tenure of our people.

Incentivizing safe behavior

Our PEAKS program, implemented in 2020, continues to serve as an important aspect of Denali's overall safety approach.



The program is targeted toward drivers and other frontline people and covers the following:

- Put your seatbelt on
- Enter and exit using 3 Point contact
- Avoid distracted driving
- Keep equipment maintained
- Safety training

We incentivize our people by rewarding good safe behavior and job performance. People who complete monthly, quarterly, and annual safety training sessions qualify for prize drawings. Each year, we offer quarterly prizes and even more valuable annual prizes.

2021 HEALTH AND SAFETY PERFORMANCE

Total Recordable Incident Rate (TRIR)

2021	0.53
2020	0.60
2019	1.58

Days Away/Restricted or Transfer (DART)

2021	0.27
2020	1.28
2019	3.80

Fatality Rate

2021	0.0
2020	0.0
2019	0.0

Implementing our nurse triage program

In 2020, after finding that workers were reluctant to report their injuries to the company, we launched our nurse triage program in conjunction with our insurer. Now, when a worker reports an injury through our company hotline, they are referred to a doctor or an appointment is scheduled for them.

While 40 to 50 percent of injuries are self-treated, we're finding that, thanks to the program, more injuries are reported than before. That means that injured workers are more likely to earn workers compensation and not lose their income.

Learning from past performance

On-the-job accidents are reviewed by a cross-functional committee made up of representatives from our human resources, operations, training, and safety teams who determine cause and lessons learned. Deriving lessons from past incidents is an important feature of our safety program.

Our review committee determines root causes of accidents and produces safety bulletins, which are distributed throughout the company. These bulletins include both best practices and cautionary information. We also have an incident reporting management system, which is updated monthly according to a set of common safety metrics.

Adapting during the COVID-19 pandemic

Because waste production never stops, Denali people were considered essential during the pandemic, continuing to work despite lockdowns. The good news: our company's response was a success story. We kept our people safe, ensured they received masks and hand sanitizer, followed safety protocols, and we continued to address customer requests and concerns.

Effective communication was essential. We tracked COVID cases and CDC recommendations on a continual basis and updated our leadership team every week. And while we didn't have a plan in place to handle a pandemic, with the lessons learned during the past year, we now have a policy to handle major disruptions, should one occur in the future.

PROVIDING A GREAT PLACE TO WORK

Denali strives to be a great place to work by fostering an inclusive, family friendly culture. We offer our people a variety of learning and development opportunities, emphasize work-life balance, and diversity and inclusion in our hiring practices.

Fostering a unique company culture

Positive company culture is a Denali priority. Though our size has required us to formalize policies and procedures, we still work to operate like a small, family-oriented company. We value respectful, honest interactions and communication, and teamwork. Most importantly, we want our people to know they are appreciated.

To determine how our corporate values are experienced by all our people, we're planning to conduct a company wide assessment of corporate culture. We're also working with an external consulting firm to support us in a multi-year corporate culture development initiative.

Developing corporate values

Because we firmly believe that a company's purpose is established at the top and filters down, and that our values start at the bottom and filter up, Denali created a process in 2020 to refine our Purpose, Values, and Vision statement with input from our people.

In 2021, we interviewed 400 of our people in virtual focus group to determine which company values they most prioritize, are experiencing and could be improved. Based on that feedback,

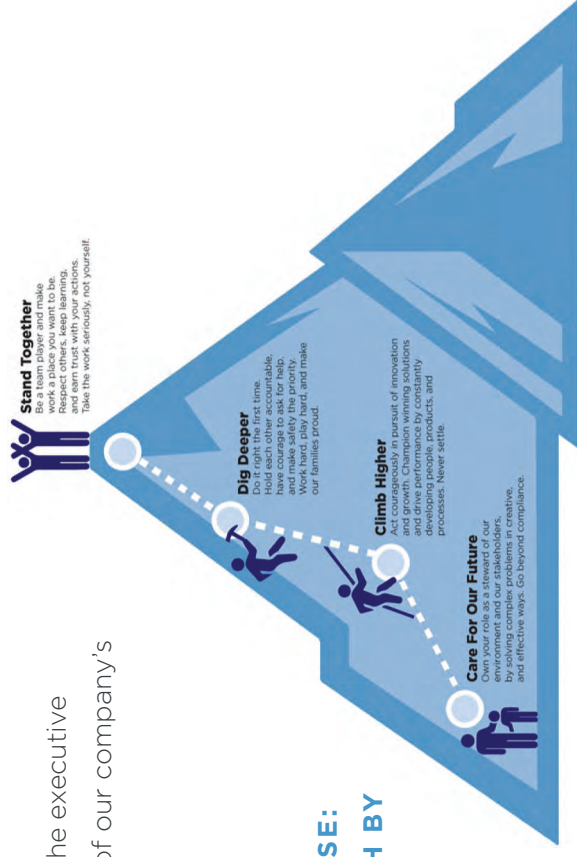




we distributed a survey for a second round of employee feedback. A total of 445 employees responded to the Denali Values Survey.

Based on employee feedback, the executive team finalized a re-articulation of our company's Purpose and Values.

DENALI COMPANY PURPOSE: TO REPLENISH THE EARTH BY REPURPOSING WASTE.



Investing in training and development programs

Denali employees are eager to learn new skills and develop new professional capacities. We offer numerous opportunities for individual development and mentorship to ensure our teams have the tools they need to grow and succeed.

Basecamp Denali™

Before the pandemic, we convened all our general managers and leadership team to determine how best to fill managerial positions as current managers retire. Rather than recruiting new leaders, the group opted to develop talent and hire from within where possible. That decision resulted in the establishment of our new leadership development program, Basecamp Denali, which has proven highly successful.

EMPLOYEE HANDBOOK

With our company's acquisitions this past year, our Hispanic population grew significantly.

While initially we didn't have the capacity on our team to communicate with Spanish-speaking new hires, we've now translated our employee handbook, onboarding materials and 401k webinars so they're available in both Spanish and English.

Basecamp Denali™ is a training program eligible to employees nominated by their general managers and other members of the leadership team. For our first class, we received 15 nominations from across the company. Out of those nominees, we chose 12 participants, and with a focus on Diversity and Inclusion, we made a conscious effort to include individuals with diverse backgrounds.

Our first program was conducted virtually during the pandemic and included presentations and site visits over a nine-month period.

Stagen Leadership

We're working with the Stagen Leadership Academy, a firm that trains leaders committed to long-term personal development. To date, all Denali executives have attended the 12-month Stagen Integral Leadership Program.

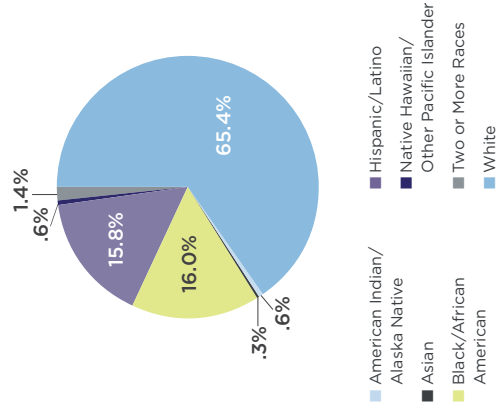
We have identified 44 managers who will attend Stagen's Foundational Leadership Program. The 12-week offering includes full-day in-person workshops and leverages Stagen's curriculum and technology platforms to promote individual and team development. We'll also offer more limited trainings with the goal of including all Denali employees in a Stagen leadership development program. This commitment represents a real and significant investment in our people.

Developing and implementing a diversity, equity, and inclusion strategy

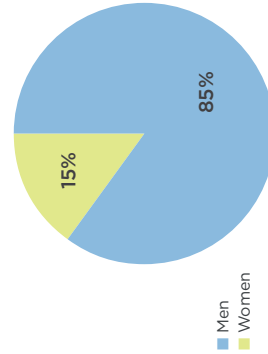
A key aspect of Denali's overall employee engagement strategy is an increased emphasis on diversity, equity, and inclusion (DEI).

Our DEI program is designed to create a workplace where all Denali people - regardless

2021 RACIAL/ETHNIC COMPOSITION OF WORKFORCE



2021 GENDER COMPOSITION OF WORKFORCE



of background – can bring their authentic selves to work and enjoy what they do. The program also equips employees across the company with the knowledge and skills to apply DEI principles in all departments, levels, and functions.

While our DEI policies and practices are currently a work in progress, our leadership is not only committed to adopting and integrating the program on a company-wide basis, but views this as an opportunity to engage with and better understand our workforce.

We intend to increase diversity in upper management positions and took an important step in this direction with the creation of a new position in March 2021: Manager of Employee Development & Company Culture.

To operationalize our DEI program, we will strategically focus on:

- Employee engagement, with an emphasis on understanding our population and their perspectives.
- Developing policies that reflect our DEI-relevant expectations and strategy.
- Educating personnel across functions.
- Establishing audits and reviews to measure performance.

GIVING BACK TO OUR COMMUNITIES

Denali strives to make a positive impact wherever we can. Through community-based initiatives, we work with a variety of organizations to advance environmental and social priorities that benefit our neighbors and our facilities. In 2021, Denali team members volunteered over 1,566 hours to local organizations and causes. With these efforts we aim to support the communities and the local economies where our people live and work.

Securing and maintaining the trust of our stakeholders.

We promote a culture of uncompromising ethics and integrity in all that we do, including corporate governance, oversight, accountability, and transparency.

OPERATING WITH INTEGRITY

When conducting any business related to Denali, employees are expected to perform in a first-class, business-like manner.

Our commitment to conducting business with honesty and integrity is captured in our Employee Conduct policy. The policy serves as a source of guiding principles and applies to our entire workforce, including our board and executive team. The policy covers the following topics, among others: Confidentiality, Harassment, Discrimination, Workplace conduct.



Performance Data

VEHICLE SAFETY¹			
	2021	2020	2019
Number of road accidents and incidents	33	46	34
SAFETY MEASUREMENT SYSTEM BASIC PERCENTILES			
Unsafe Driving	0.66	-	-
Hours-of-Service Compliance	0.14	-	-
Driver Fitness	0.06	-	-
Controlled Substances/Alcohol	0.00	-	-
Vehicle Maintenance	4.75	-	-

¹ For the year ending December 31, 2021

Performance Data

RACIAL/ETHNIC COMPOSITION OF WORKFORCE ¹												
	American Indian/ Alaska Native			Asian			Black/African American			Hispanic/Latino		
	2021	2020	2019	2021	2020	2019	2021	2020	2019	2021	2020	2019
Total	0.5%	1.3%	1.8%	0.3%	0.4%	0.3%	16.0%	8.7%	9.3%	15.8%	16.3%	13.4%
Female	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	1.0%	0.6%	0.7%	1.4%	1.7%	0.6%
Male	0.5%	1.2%	1.7%	0.2%	0.3%	0.1%	15.0%	8.1%	8.6%	14.3%	14.6%	12.9%

	Native Hawaiian/ Other Pacific Islander			Two or More Races			White			Not Specified		
	2021	2020	2019	2021	2020	2019	2021	2020	2019	2021	2020	2019
Total	0.6%	1.2%	7.2%	1.4%	0.8%	0.7%	65.4%	71.2%	67.2%	0.0%	0.0%	0.0%
Female	0.0%	0.0%	0.4%	0.2%	0.1%	0.1%	9.9%	9.4%	6.9%	0.0%	0.0%	0.0%
Male	0.6%	1.2%	6.8%	1.2%	0.7%	0.6%	55.5%	61.9%	60.3%	0.0%	0.0%	0.0%

¹ For the year ending December 31, 2021

Performance Data

WORKFORCE BREAKDOWN BY GENDER ¹			
	Total	Male	Female
Total	1,419	1,208	211
EMPLOYEE PAYMENT TYPE			
Salaried	379	290	89
Hourly	1,040	918	122
EMPLOYEE PAYMENT TYPE			
Executive/Senior-Level Officials and Managers	85	76	9
First/Mid-Level Officials and Managers	203	172	31
Professionals	20	7	13
Administrative Support Workers	149	37	112
Sales Workers	16	10	6
Operatives	762	736	26
Technicians	87	83	4
Laborers and Helpers	95	87	8
Not specified	2	-	2

¹ For the year ending December 31, 2021

Performance Data

WORKFORCE BREAKDOWN BY GENDER ¹			
	Total	Male	Female
EMPLOYEE AGE GROUP			
Under 30 years old	253	205	48
30-50 years old	695	583	112
Over 50 years old	471	420	51

¹ For the year ending December 31, 2021

Performance Data

EMPLOYEE TURNOVER¹						
	Employee turnover (absolute)			Employee turnover rate (%)		
	2021	2020	2019	2021	2020	2019
Total	408	390	109	32.6%	57.4%	22.0%
Voluntary	309	213	74	24.7%	31.4%	14.9%
Involuntary	99	177	35	7.9%	26.1%	7.9%

NEW EMPLOYEE HIRES¹		
	Employee turnover (absolute)	
	2021	2020
Total	704	449
		127

¹ For the year ending December 31, 2021



3308 BERNICE AVE, RUSSELLVILLE, AR 72802
DENALIWATER.COM

DENALI

"Waste should not be wasted"

RESIDUALS MANAGEMENT SOLUTIONS



**WATER &
WASTEWATER
RESIDUALS**



**FOOD
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**DENALI
TECHNOLOGIES**

3308 Bernice Avenue
Russellville, Arkansas 72802
(479) 498-0500
DenaliCorp.com

COST PROPOSAL

DENALI

Regional Office:

86600 Avenue 54, Coachella, CA 92236

Corporate Office:

3308 Bernice Avenue Russellville, Arkansas 72802 P: (479) 498-0500

Request for Proposal:

RFP No. 04026

**BIOSOLIDS MANAGEMENT
SERVICES 2023**

Submitted to:

Robert C. Ferrante
Chief Engineer and General Manager
Purchasing & Risk Management Section
1955 Workman Mill Road
Whittier, CA 90601

Phone: 562-908-4288 ext. 1400

Submitted via Online
QuestCDN

Due Date:

March 15, 2023 11:00 a.m. PDT

COST PROPOSAL FORM

TO: The Los Angeles County Sanitation Districts No. 2, hereinafter referred to as the "Districts".

- 1. Pursuant to and in compliance with the other documents relating thereto, the undersigned proposer, having familiarized itself with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with:

RFP No.: 04026 QUESTCDN No.: 8341819
BIOSOLIDS MANAGEMENT SERVICES 2023
1955 Workman Mill Road, Whittier, CA 90601

- 2. **COST:** The undersigned proposer agrees to perform all work according to the Specifications provided herein specified, for the amounts as set forth below for the "Biosolids Management Services 2023", all as indicated in the project documents:

Description	Unit Price/Ton
Combined Biosolids Hauling and management rate at JWPCP	\$ <u>65.33</u>
Combined Biosolids Hauling and management rate at VALWRP	\$ <u>NO BID</u>
Combined Biosolids Hauling and management rate at Palmdale	\$ <u>NO BID</u>
Combined Biosolids Hauling and management rate at Lancaster	\$ <u>NO BID</u>
Gate Rate (if applicable)	\$ <u>NO BID</u>

- 3. All notices or other correspondences should be addressed to the Contractor at the address stated.

- 4. Contractor's License Number: 990041 Expiration: 01/31/2024
 Contractor's Classification(s): N/A
 Contractor's DIR Number: 1000016912
 Federal Tax I.D. Number 26-1757145

- 5. The names of all persons interested in this proposal as principals are as follows:

Name	Title	Address
Denali Water Solutions LLC		3308 Bernice Avenue, Russellville, AR 72802
Jeffrey J. LeBlanc	Chief Growth Officer	3308 Bernice Avenue, Russellville, AR 72802

SUBMIT THIS FORM WITH PROPOSAL.

Important Notice: If Contractor is a corporation, state legal name of corporation, also name corporate officers; if a partnership, state names of partners, if individual, state full name.

6. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sec. 4100, et. seq.) and any amendments thereof, each bidder shall set forth below:

(a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total proposal or, in the case of offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total proposal or ten thousand dollars (\$10,000), whichever is greater.

(2) An inadvertent error in listing the California contractor license number or public works contractor registration number provided pursuant to paragraph (1) shall not be grounds for filing a proposal protest or grounds for considering the proposal nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the proposal opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

7. **SIGNATURE:** I certify that I am authorized on behalf of the Contractor's named below to submit this proposal:

Signature of Proposer:  _____

Contractor printed name: Jeffrey J. LeBlanc Title: Chief Growth Officer

Business Address: 86600 Avenue 54, Coachella, CA 92236

Business Telephone: (315) 374-8645 Business Email: jeffrey.leblanc@denaliwater.com

Date: 03-15-2023 EMR Rating: 1.17

Proposer's submittal must include the following items, filled out and signed by authorized signatory personnel of the company, in order to be considered responsive.

- Proposal Form
- References List Form
- Designation of Subcontractors Form
- Non-Collusion Declaration Form
- Contractor's Verification of Contractor and Subcontractors' DIR Registration
- Contractor's Certificate Regarding Workers' Compensation

COST PROPOSAL FORM

(Additional Requirement)

As requested in RFP No. 04026 Biosolids Management Services 2023 *Section 5.0-Cost Proposal and Adjustments*, Denali is required to provide in the Cost Proposal a non-fuel component and a transportation fuel component. Therefore, Denali provides the following:

- Non-Fuel Component - \$36.73 per Wet Ton
 - Transportation Fuel Component - \$28.60 per Wet Ton
- TOTAL \$65.33 PER Wet Ton

In addition and as required, the round-trip miles included in the Fuel Price Adjustment (FPA) is 650 miles round-trip.

Attachment D: Wage Rates

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Driver (On/Off-Hauling To/From Construction Site)

Determination:

C-DT-830-261-10-2021-1

Issue Date:

February 22, 2021

Expiration date of determination:

March 31, 2021* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino and San Diego Counties.

Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare ^a	Pension	Vacation and Holiday ^b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^c	Sunday/Holiday Overtime Hourly Rate (1 ½ X)
Driver: Dump Truck	\$17.00	\$2.05	\$0.085	\$0.33	\$0.00	\$0.00	8.0	\$19.465	\$27.965	\$27.965

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

* There is no predetermined increase applicable to this determination

^a The contribution applies to all work up to \$355.00 per month.

^b \$0.65 after 2 years of service

\$0.98 after 5 years of service

\$1.31 after 9 years of service

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

Attachment E: Fee Adjustment

Fee Adjustment

A Fuel Price Adjustment (FPA) in the form of a surcharge or discount will be made to the base fee in dollars per wet ton on a monthly basis as described in the formulas shown below. The FPA will not apply during periods when the monthly average of all weekly diesel fuel prices supplied by the US Department of Energy, in the Energy Information Administration (EIA) California Retail on-Highway Diesel Price Index for a given month is within 10% of the retail fuel price at time of contract award, or between \$5.00 and \$6.12 per gallon.

The fuel surcharge or discount shall be calculated as follows:

$$\text{FPA} = (\text{Retail Fuel Price} - \text{Reference Price}) \times (\text{RT miles}) / 5 \text{ miles per gallon} / 25 \text{ tons}$$

where:

Retail Fuel Price = average of all weekly diesel fuel prices supplied by US Department of Energy

Reference Price = \$5.00 when Retail Fuel Price is below \$5.00

\$6.12 when Retail Fuel Price is above \$6.12

RT miles = 650 miles

Example Calculations (for illustrative purposes only; numbers are purely examples)

Base Fee = \$65.33

Total Fee = Base Fee + Adjustment

Example No. 1 – Fuel Surcharge

Assume fuel price = **\$6.50 per gallon**

$[\$6.50 - \$6.12] \times [(650 \text{ miles}/5 \text{ miles per gallon})/25 \text{ tons}] = \mathbf{\$1.98}$ per wet ton

Total Fee = \$65.33 + \$1.98 = \$67.31

Example No. 2 – Fuel Discount

Assume fuel price = **\$4.75 per gallon**

$[\$4.75 - \$5.00] \times [(650 \text{ miles}/5 \text{ miles per gallon})/25 \text{ tons}] = \mathbf{\$1.30}$ per wet ton

Total Fee = \$65.33 - \$1.30 = \$64.03