

SYNAGRO

*RFP No.962 – Land Application of
Municipal Wastewater Biosolids
City of Ann Arbor
February 26, 2016*





February 26, 2016

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

Re: RFP No.962 – Land Application of Municipal Wastewater Biosolids

Dear Ladies and Gentleman:

Synagro Central, LLC is pleased to respond to the City of Ann Arbor's Request for Proposal for the land application of Municipal Biosolids. We have enclosed for your review our completed bid forms and requested information.

Synagro is intimately familiar with the Waste Water Treatment Plant's operations for the City of Ann Arbor and believes strongly that we would be the best choice to provide the requested services. **No other proposer can match the overall depth of financial strength, personnel and equipment capabilities of Synagro in Michigan.** In addition to the equipment in Michigan, the company has additional resources throughout its operating area (36 States) that can be mobilized to provide additional service. Synagro can also provide mobile dewatering, hauling and disposal services if needed.

Our philosophy through our years of experience in providing biosolids services to over 600 municipal and industrial customers is building and maintaining strong partnering relationships and providing quality, safe, compliant services at reasonable and competitive prices. We trust that our response to your Request for Proposal will evidence our commitment to that philosophy.

What makes Synagro stand out as the leading biosolids firm in the United States is the unrivaled depth of experience and equipment resources available to meet any challenge. Competitors over the years have attempted to provide similar services only to fall short in the execution due to limited financial strength, quantity and quality of equipment and highly trained personnel resources. Synagro is ready now and will be ready in the future to meet the needs of the City of Ann Arbor

We are additionally aware of the importance of a Company's ability to respond to operational emergencies and natural disasters. Synagro has a demonstrated track record of providing agencies and municipalities with emergency services during operational disruptions and natural disasters assuring uninterrupted services when and if needed.



We thank the City of Ann Arbor for its consideration of Synagro for this important task. We are committed to developing a strong partnering relationship with the City and providing the quality services you expect.

If you have any questions about our submittal or require any additional information, please feel free to contact me at (978) 979-5916 or adean@synagro.com. We look forward to hearing from you soon.

Sincerely,

Anita Dean

Anita Dean
Area Sales Manager

AD:jc



Request for Proposal for:

Land Application of Municipal Wastewater Biosolids

RFP: 962

City of Ann Arbor, MI

Table of Contents

Bid Bond

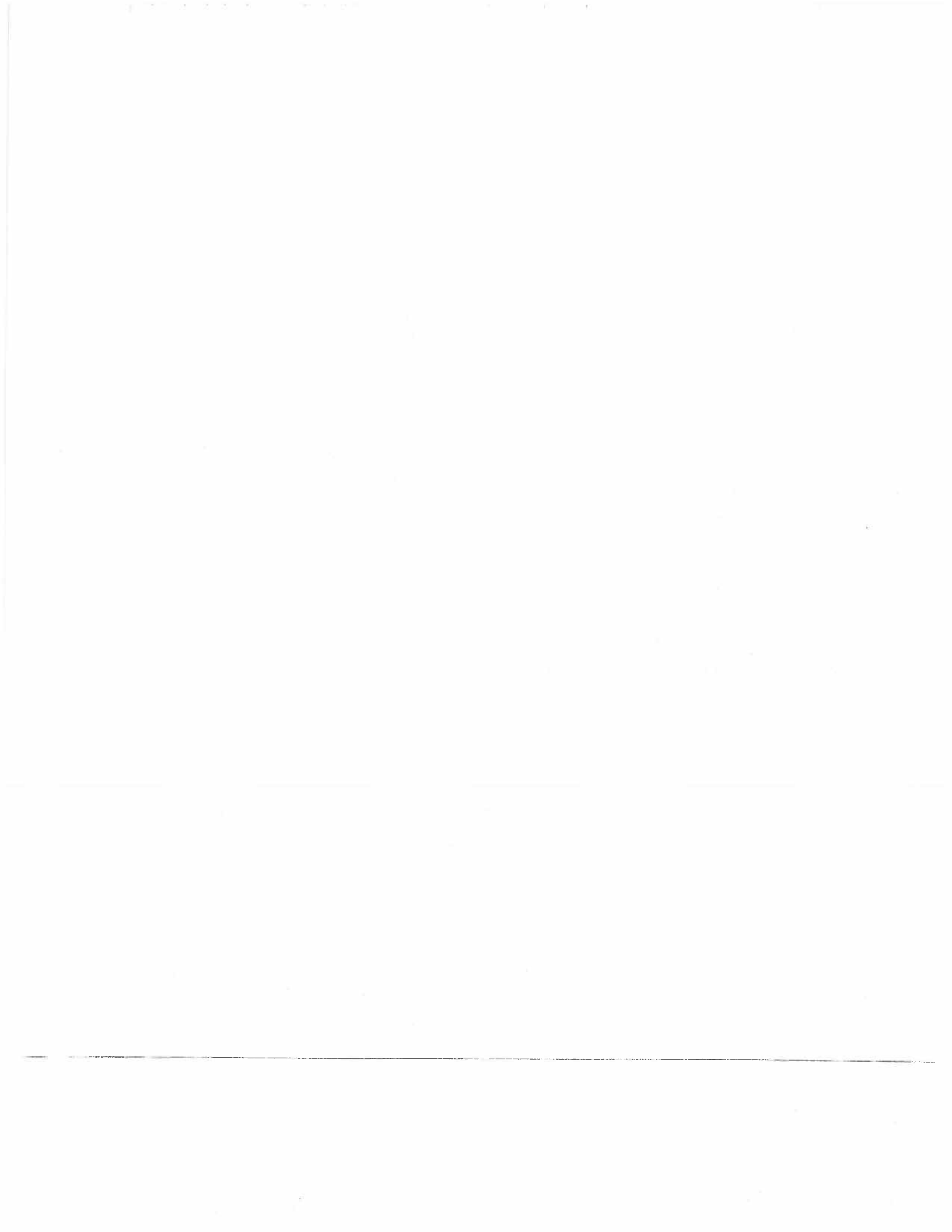
Section 1.0 Required Forms

Section 2.0 Professional Qualifications

Section 3.0 Past Involvement with Similar Projects

Section 4.0 Proposed Work Plan

Acknowledgment of Addenda



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SYNAGRO CENTRAL, LLC
435 Williams Court
Baltimore, MD 21220

SURETY:

(Name, legal status and principal place of business)

WESTCHESTER FIRE INSURANCE COMPANY
436 Walnut Street, WA10H
Philadelphia, PA 19106

OWNER:

(Name, legal status and address)

CITY OF ANN ARBOR

301 East Huron Street, Ann Arbor, MI 48107

BOND AMOUNT: Five percent of amount bid.
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Land Application of Municipal Wastewater Biosolids.

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

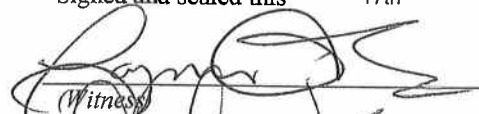

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of February, 2016


(Witness)

(Witness)

SYNAGRO CENTRAL, LLC


(Principal)

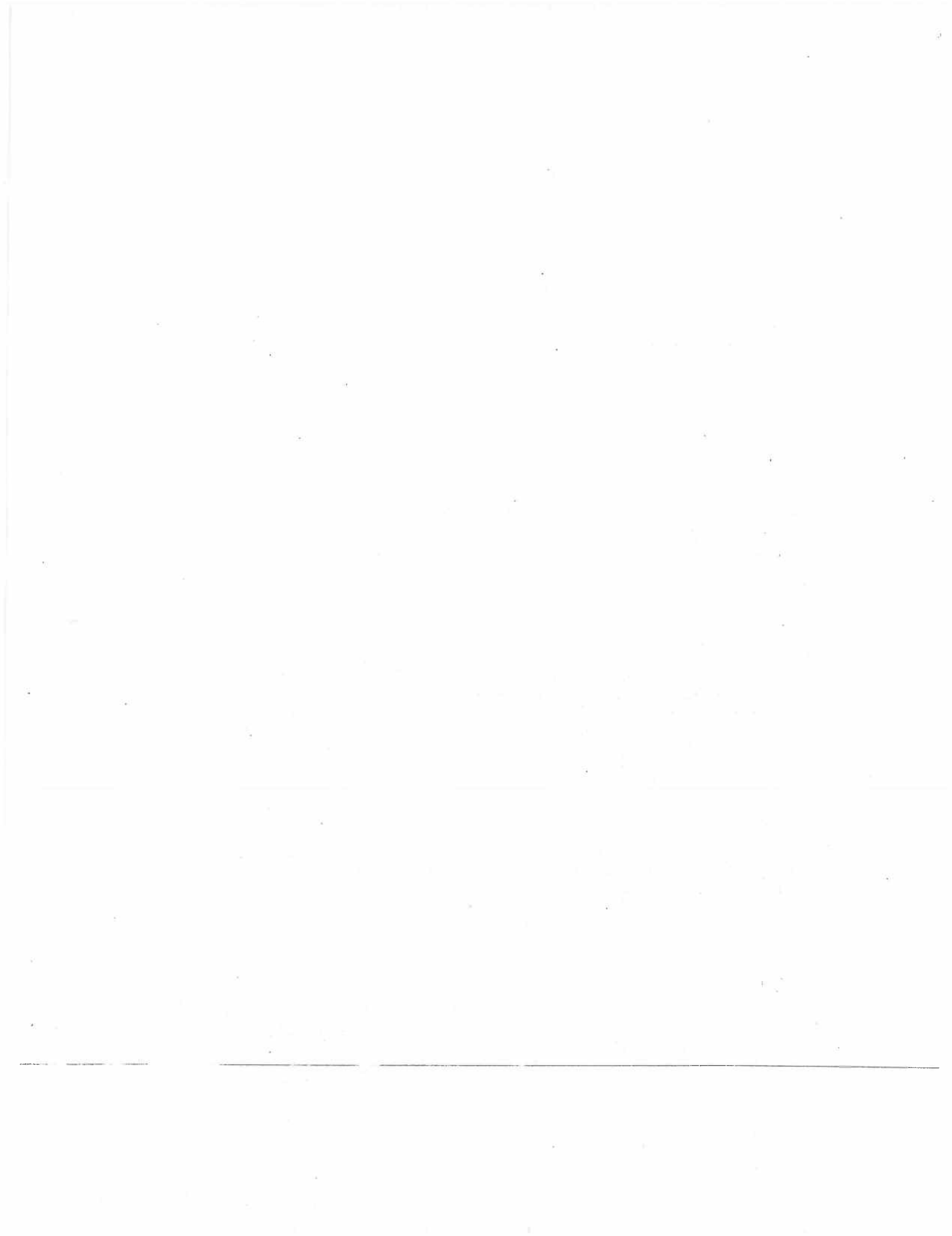

(Title) Michael Schwartz, Vice President

WESTCHESTER FIRE INSURANCE COMPANY

(Surety)

(Title)


Kelly O'Malley, Attorney in Fact



Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Annette M Leuschner, Cynthia Farrell, Debra A Deming, Edward Reilly, Evangelina L. Dominick, Jessica Jannotta, Kelly O'Malley, Sandra Diaz, Thomas Rhatigan, Valorie Spates, Vivian Carti, all of the City of NEW YORK, New York, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 20 day of August 2015.



WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 20 day of August, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 26, 2018

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

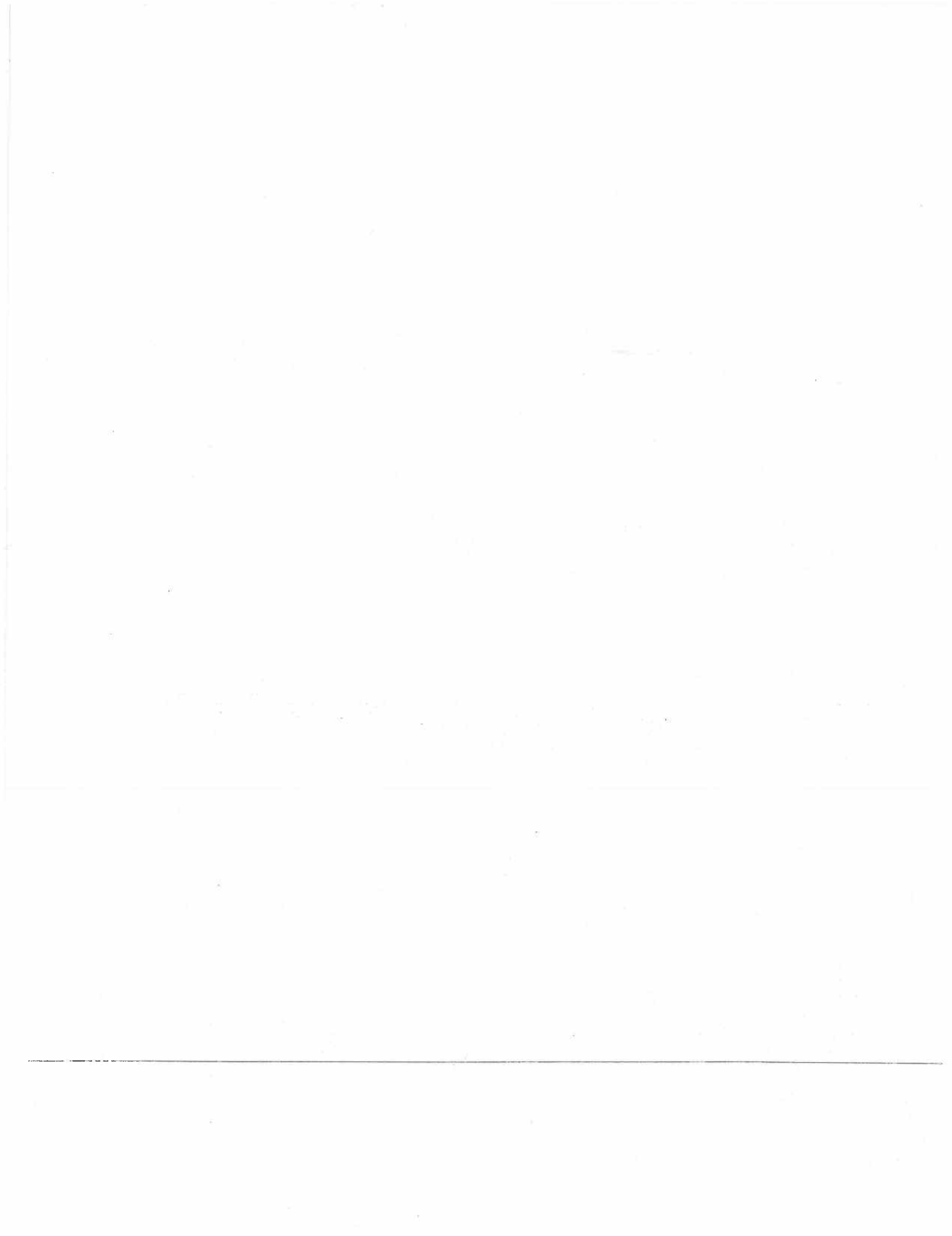
In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 17th day of February 2016



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 20, 2017.





WESTCHESTER FIRE INSURANCE COMPANY

FINANCIAL STATEMENT

DECEMBER 31, 2014

ADMITTED ASSETS

BONDS	\$1,978,280,686
SHORT - TERM INVESTMENTS	14,407,134
STOCKS	3,117
REAL ESTATE	0
CASH ON HAND AND IN BANK	(209,597,077)
PREMIUM IN COURSE OF COLLECTION*	77,396,247
INTEREST ACCRUED	19,326,013
OTHER ASSETS	132,043,591
TOTAL ASSETS	<u>\$2,011,859,711</u>

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$185,962,253
RESERVE FOR LOSSES	904,379,052
RESERVE FOR TAXES	2,948,809
FUNDS HELD UNDER REINSURANCE TREATIES	5,973,257
OTHER LIABILITIES	6,538,206
TOTAL LIABILITIES	<u>1,105,801,577</u>

CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	298,429,489
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	124,168,040
SURPLUS (UNASSIGNED)	478,460,505
SURPLUS TO POLICYHOLDERS	<u>906,058,134</u>
TOTAL	<u>\$2,011,859,711</u>

(*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

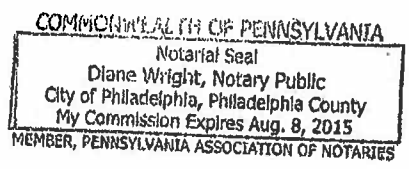
John Taylor, being duly sworn, says that he is Senior Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2014.

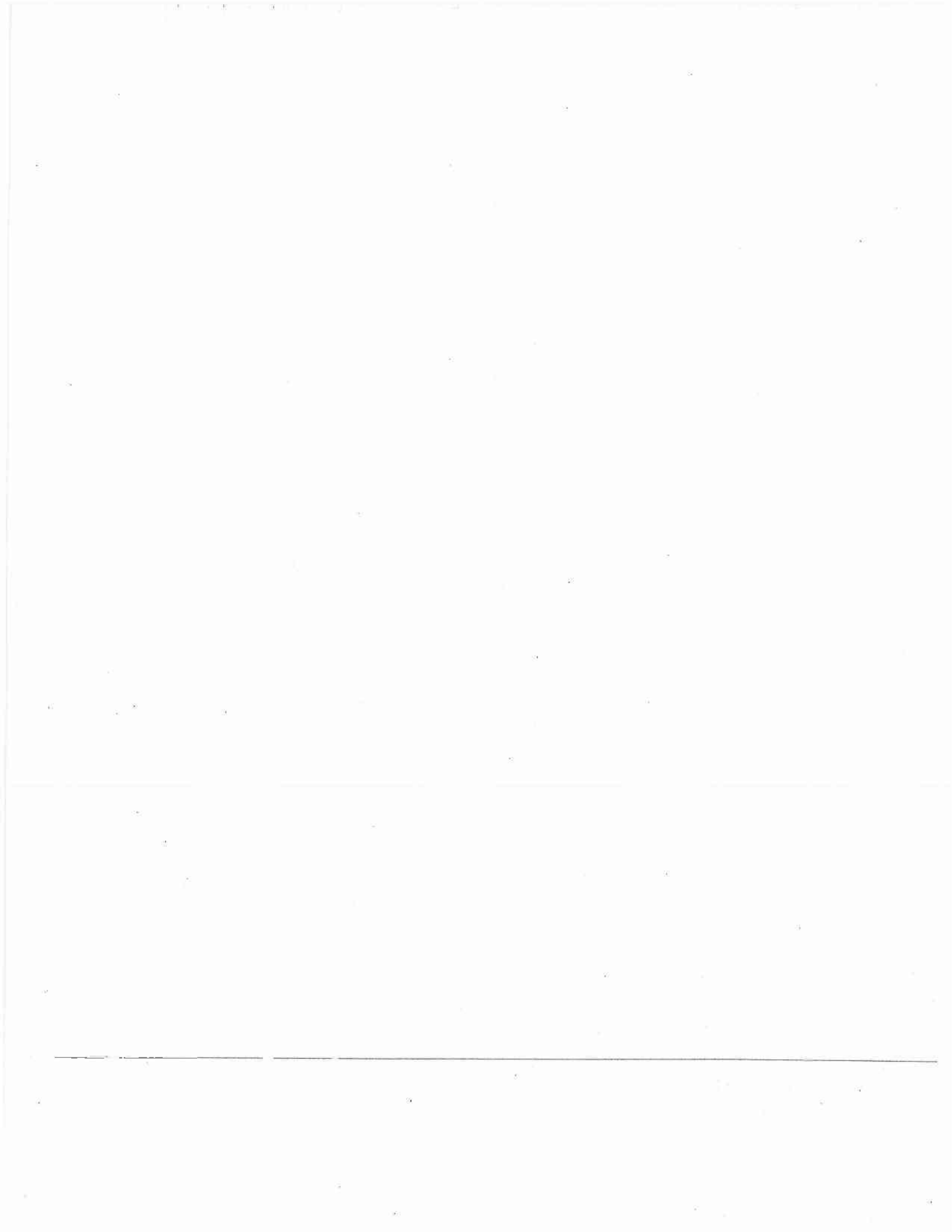
Sworn before me this April 9, 2015

[Signature]
Senior Vice President

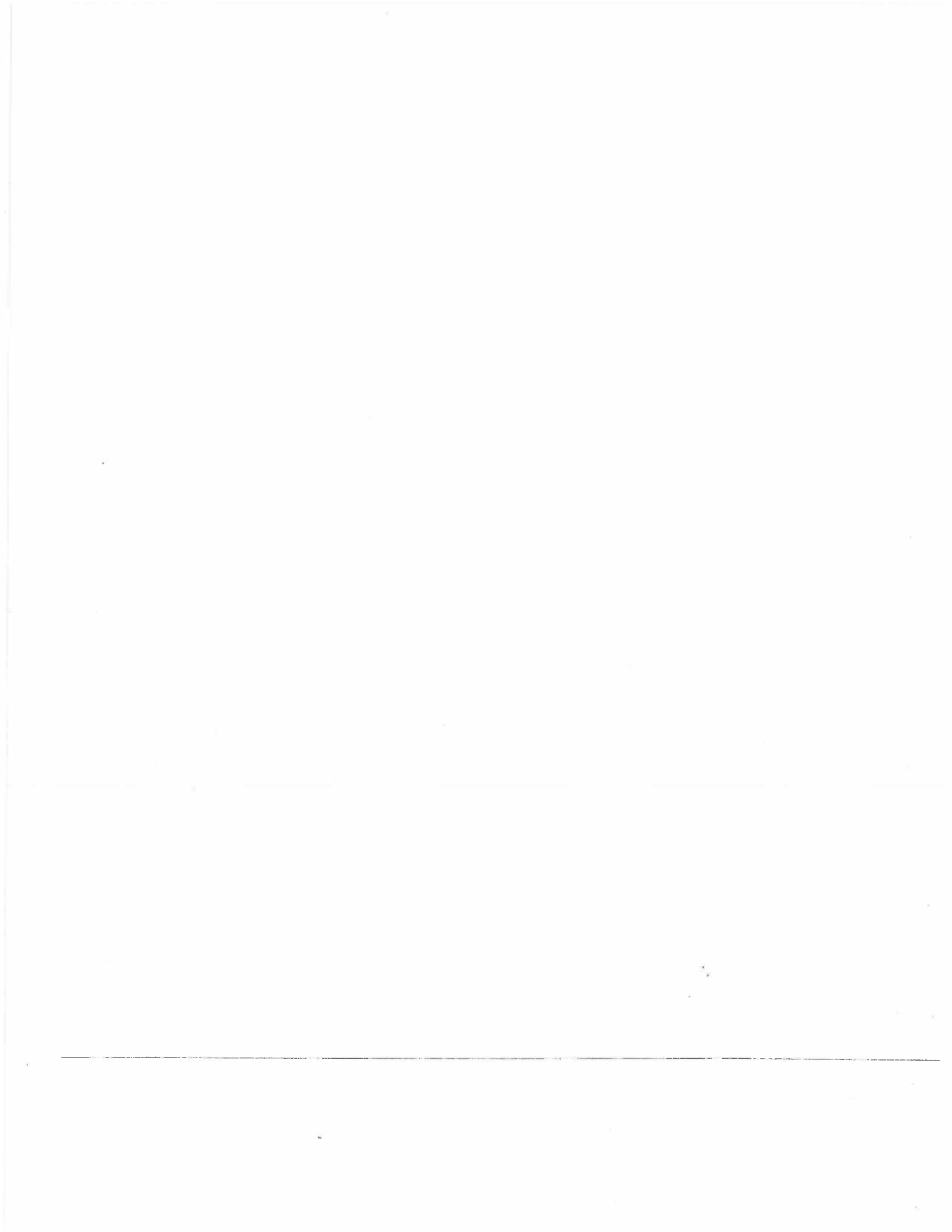
[Signature]
Notary Public

August 8, 2015
My commission expires





Section 1.0 – Required Forms



**ATTACHMENT A
PROPOSAL SUBMITTAL FORM AND SIGNATURE PAGE FOR
REQUEST FOR PROPOSAL NO. 962**

RESPONSE: Are these items included in your proposal? Respond Yes, No, or NA – Explain No or NA in Respondent Comments

n/a ANY EXCEPTION TO THE TERMS AND CONDITIONS AND SPECIFICATIONS HAVE BEEN IDENTIFIED and IT IS UNDERSTOOD THAT SUCH EXCEPTIONS MAY RESULT IN BY BID BEING DEEMED NONCONFORMING. (If no exception, indicate not applicable)

yes All requested documents requested have been included (for example, the Bid Bond or certified check.)


yes Reference list is attached.

yes Required performance, labor and material bonds and proof of insurance will be provided, if my firm receives the award.

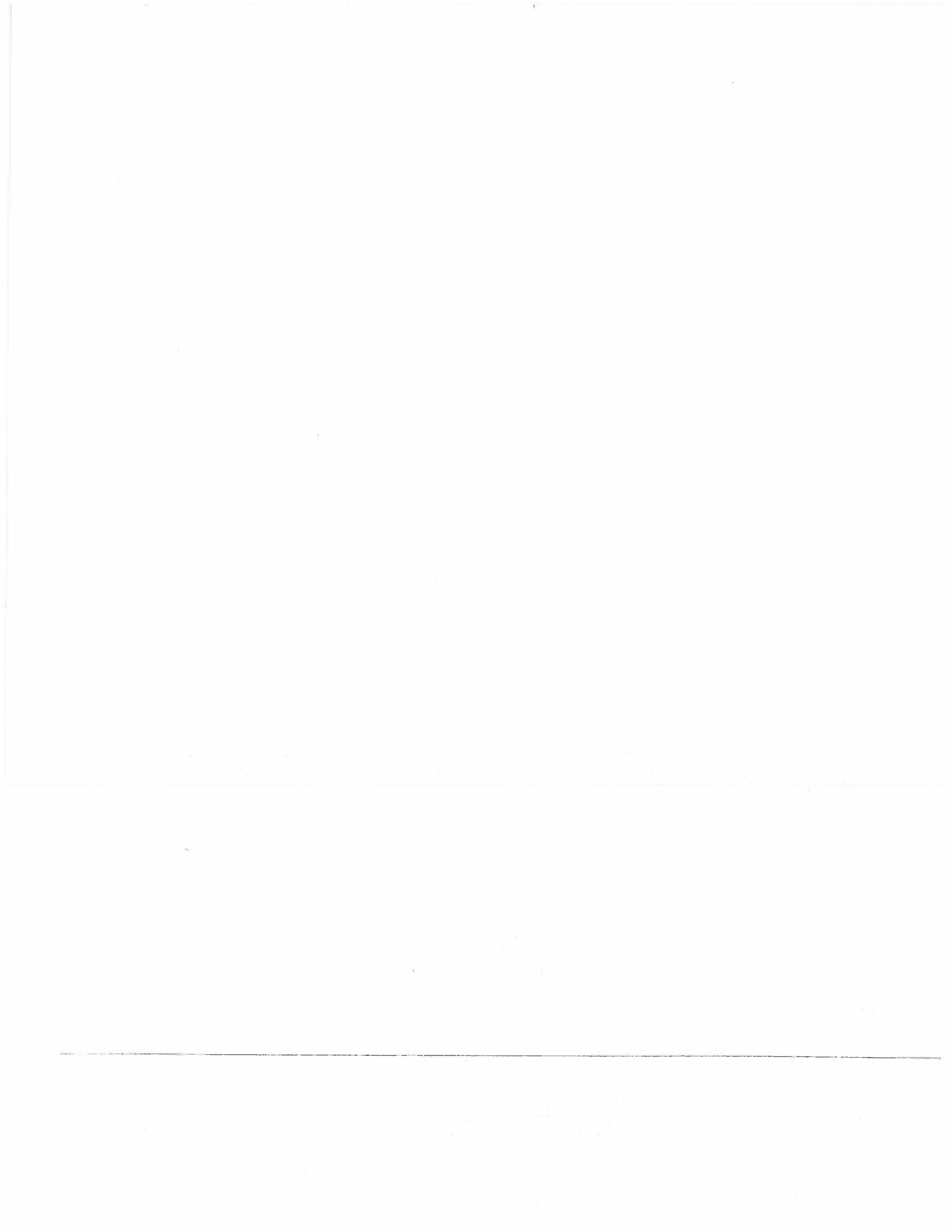
yes The undersigned, RESPONDENT having examined the proposal terms and conditions and specifications, hereby proposes and agrees to perform, the services required within the time stipulated, all work required to be performed, and to provide labor materials, tools, expendable equipment and insurance necessary to complete, in a workmanlike manner, all of the work required for the City to make use of its services in strict conformity with the specifications and addenda.

Signature below certifies that I have carefully reviewed the City's terms, conditions, and specifications on this Request For Proposal and have clearly indicated in writing any exceptions my company is making to these terms, conditions, and specifications and am authorized to offer such services. **Respondent agrees to honor its proposal for a period of 120 days from the proposal due date.**

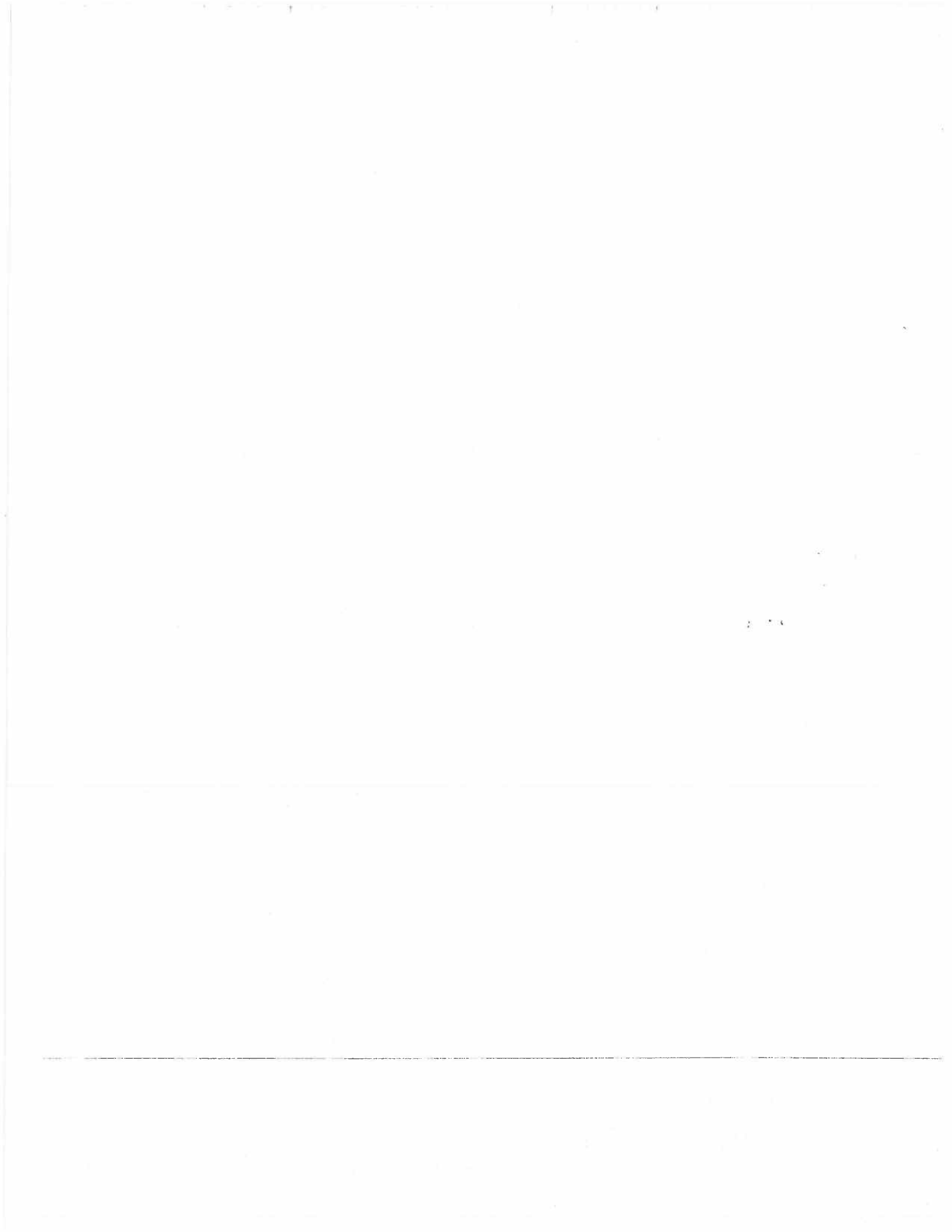
Therefore, I/we, the undersigned, hereby agree to provide the services and/or materials as specified if an award is made to my firm without any additional charges, terms, and/or conditions.

COMPANY NAME: * Synagro Central, LLC
STREET/P.O. BOX: 435 Williams Court, Suite 100
CITY, STATE, AND ZIP CODE: Baltimore, MD 21220
DATE: 2/24/2016 TELEPHONE: 443-489-9000 FAX: 443-489-9042
AUTHORIZED SIGNATURE: 
PRINTED NAME OF SIGNER: Michael Schwartz
TITLE OF SIGNER: Vice President

* NOTE: If the RESPONDENT is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officer or agents. If RESPONDENT is a partnership, the true name of the firm shall be set forth with the signature of the partners authorized to sign contracts on behalf of the partnership. If RESPONDENT is an individual, his signature shall be placed above.



Specific questions concerning your proposal should be directed to Keith Sanders via the contact information specified in Section 1,C of the RFP.



**ATTACHMENT B
LEGAL STATUS OF RESPONDENT**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

• A corporation organized and doing business under the laws of the state of Delaware, for whom Michael Schwartz bearing the office title of Synagro Central, LLC, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of _____ whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.



Date: 2/24/2016

Signature

(Print) Name Michael Schwartz Title Vice President

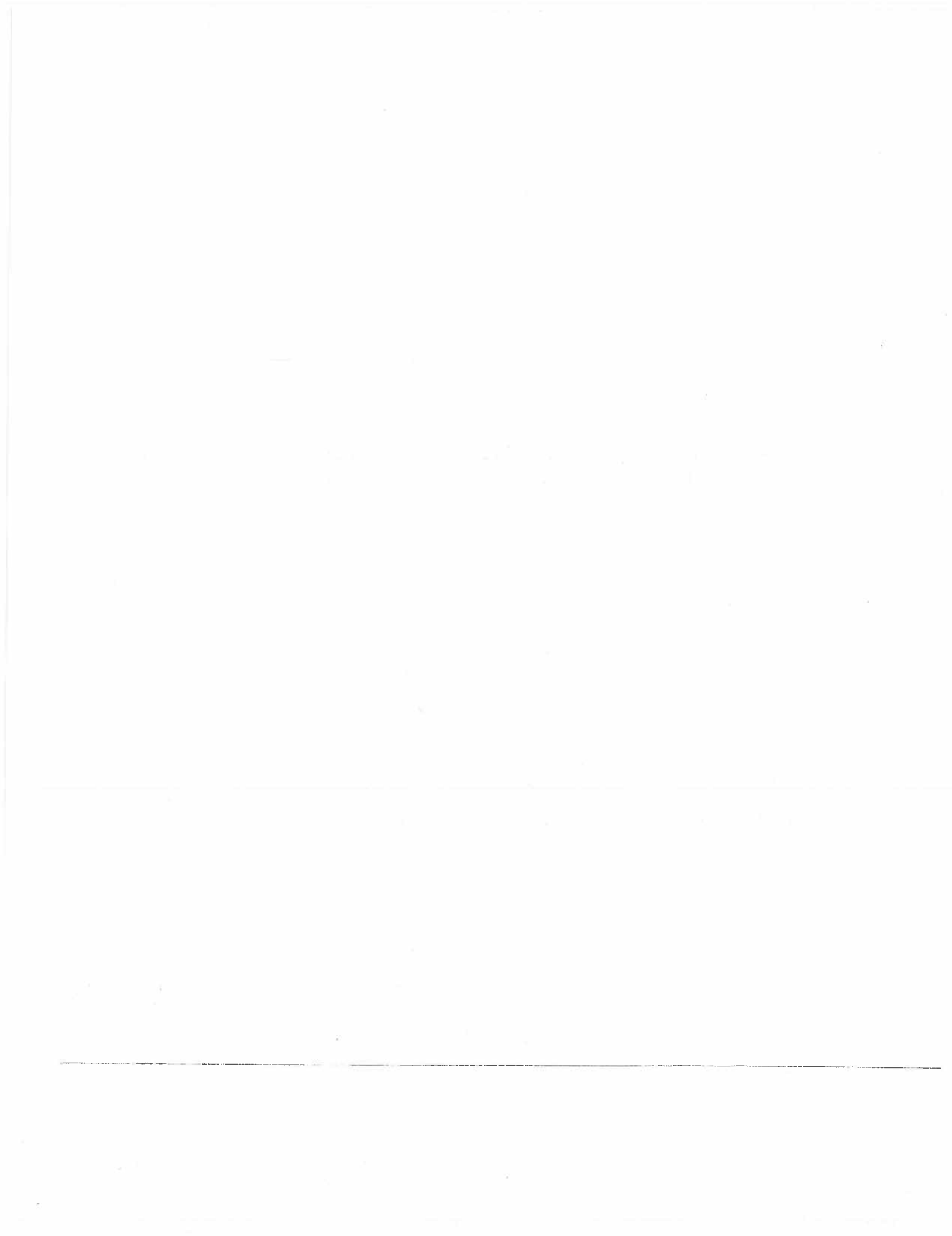
Firm: Synagro Central, LLC

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

Contact Phone 443-489-9000

Fax 443-489-9042

Email mschwartz@synagro.com



**UNANIMOUS WRITTEN CONSENT
OF THE MANAGER OF
SYNAGRO CENTRAL, LLC**

The undersigned, being the Manager of Synagro Central, LLC, a Delaware limited liability company (the "Company"), for the purpose of taking action without meeting and waiving all notice requirements with respect thereto, hereby consents to, adopt and approve the following resolutions:

Resignation of Officers

RESOLVED, that the resignation of Pauline Salopek as Vice President of the Company is hereby accepted effective October 1, 2013.

Appointment of Officers

RESOLVED, that the following individual be and hereby is approved, adopted and ratified as an officer of the Company to serve as an officer of the Company until their respective successor shall have been duly appointed and qualified:

Michael Schwartz Vice President

Enabling Resolutions

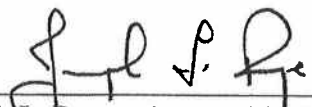
FURTHER, RESOLVED, that the officers of the Company be, and they hereby are, authorized to take, or cause to be taken, any and all actions which they may deem necessary or desirable in connection with effectuating the above resolutions; and

FURTHER, RESOLVED, that the actions of the officers of the Company previously taken in connection the above resolutions be, and they hereby are, in all respects authorized, ratified and confirmed as the acts and deeds of the Company.

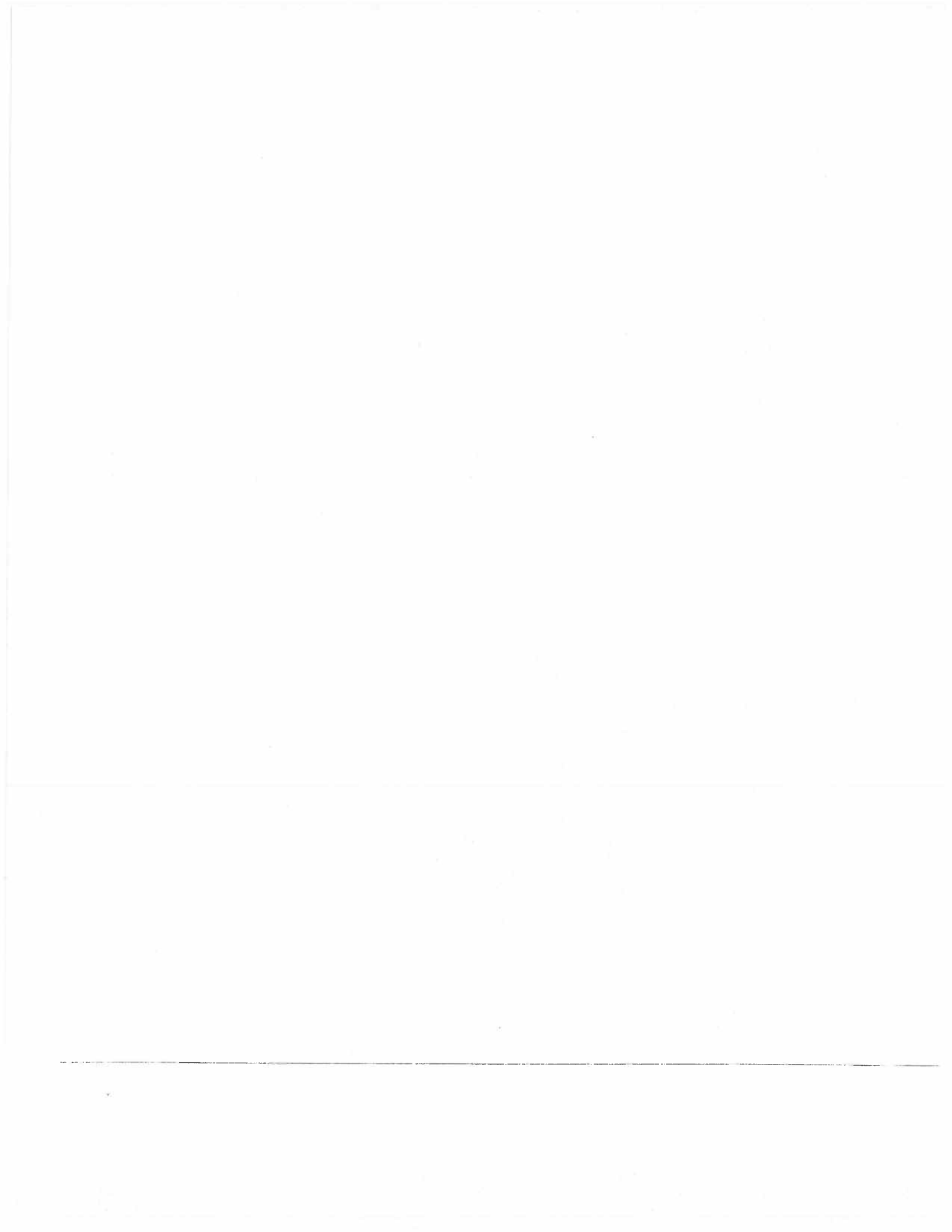
FURTHER, RESOLVED, that the officers of the Company be, and hereby are, authorized to take, or cause to be taken any and all actions which they may deem necessary or desirable in connection with binding the Company.

IN WITNESS WHEREOF, the undersigned Manager has executed this Unanimous Written Consent effective as of October 1, 2013.

MANAGER:
SYNAGRO-WWT, INC.



Joseph L. Page, Vice President & Secretary



ATTACHMENT C

CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Synagro Central, LLC
Company Name


Signature of Authorized Representative

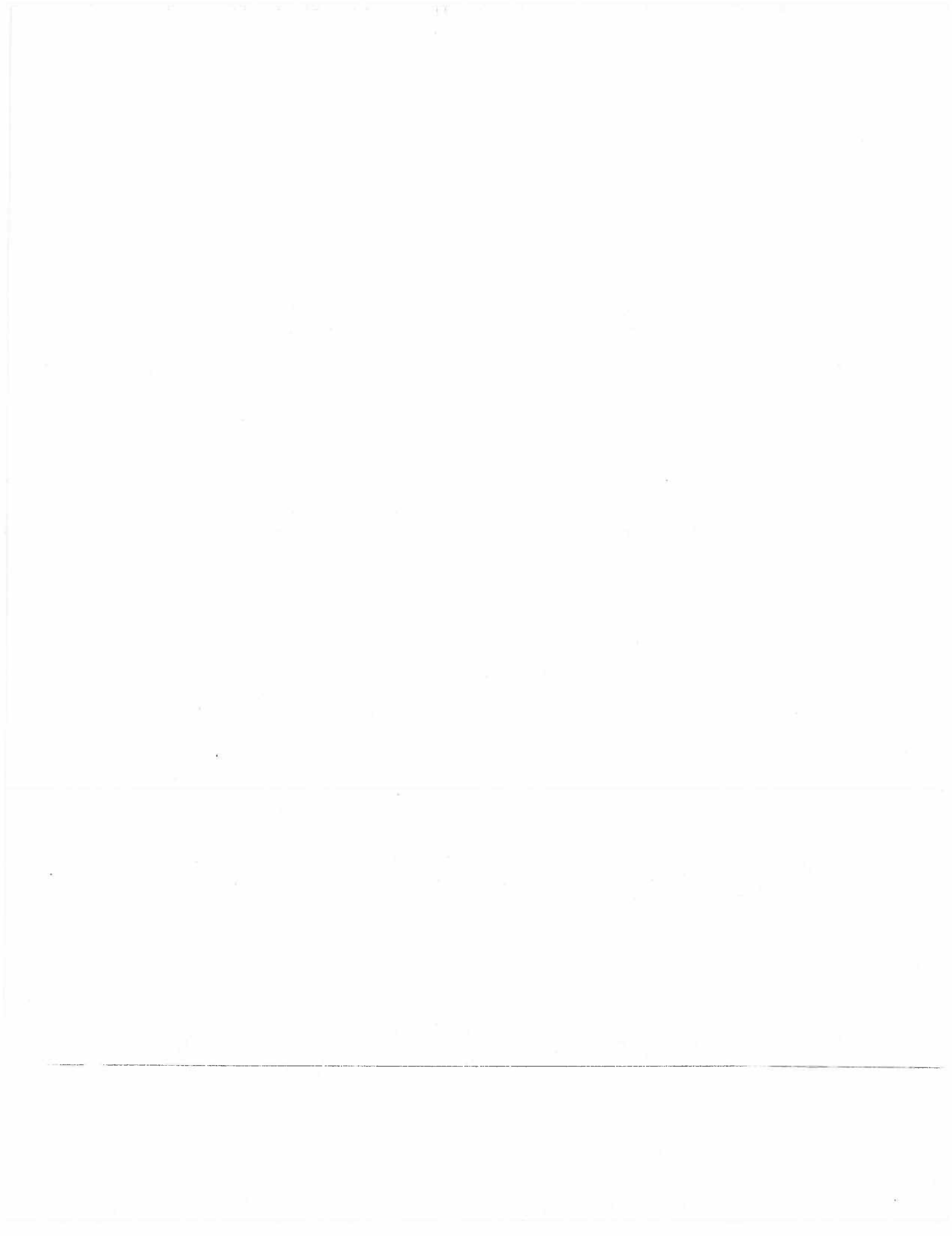
2/24/2016
Date

Michael Schwartz, Vice President
Print Name and Title

435 Williams Court, Suite 100 Baltimore, MD 21220
Address, City, State, Zip

443-489-9000 mschwartz@synagro.com
Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500



**ATTACHMENT D
CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here [] No. of employees _____
The Contractor or Grantee agrees:


- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$12.81/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.30/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

Check the applicable box below which applies to your workforce

- [] Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- [X] Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits
- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Synagro Central, LLC
Company Name


Signature of Authorized Representative

2/24/2016
Date

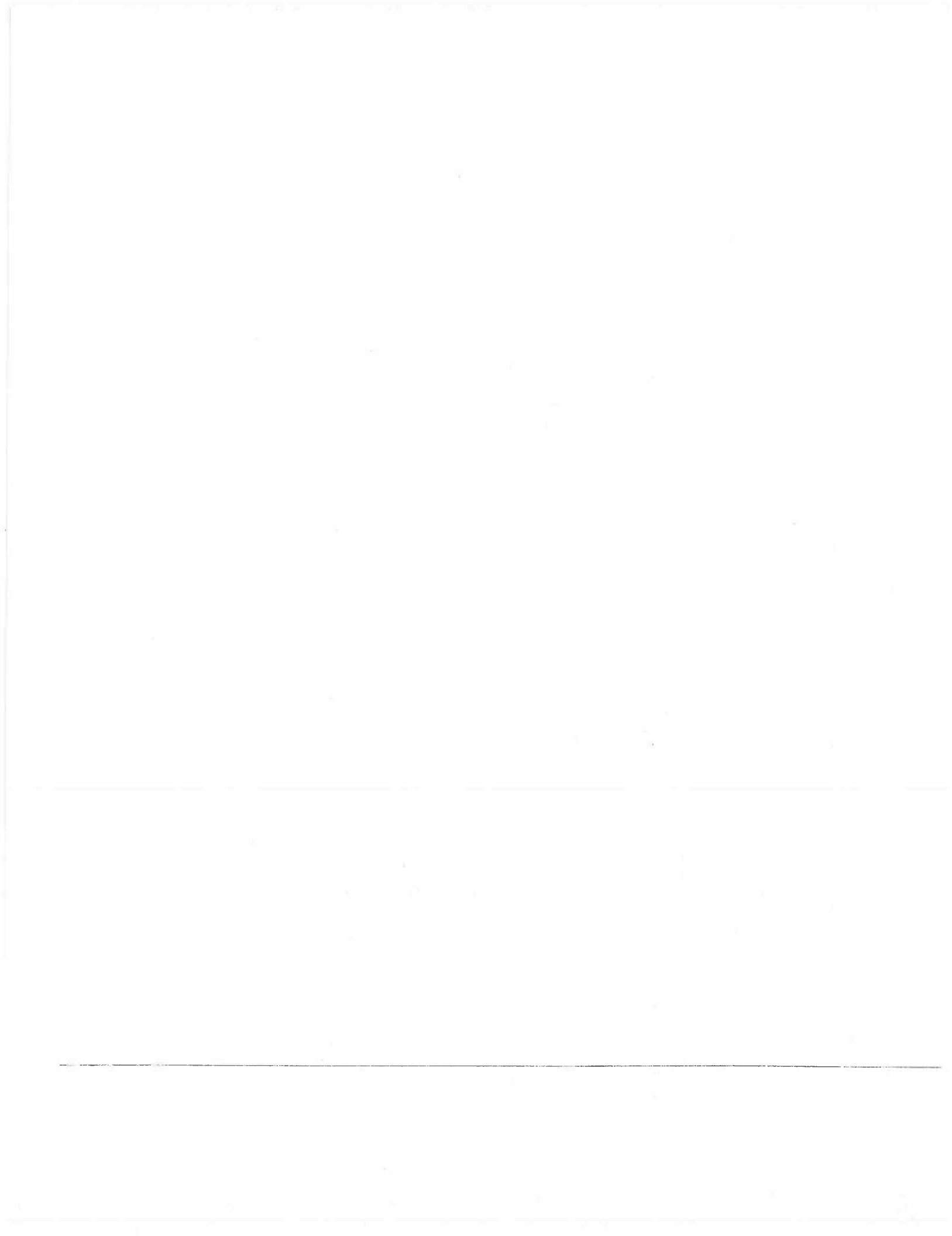
Michael Schwartz, Vice President
Print Name and Title

435 Williams Court, Suite 100 Baltimore, MD 21220
Address, City, State, Zip

443-489-9000 mschwartz@synagro.com
Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500
Revised 3/31/15 Rev 1

LW-2





ATTACHMENT E

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.


Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Vendor Name	Vendor Phone Number
Synagro Central, LLC	443-489-9000
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there may be a potential conflict of interest.	() Relationship to employee () Interest in vendor's company () Other

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that the information provided is true and correct by my signature below:

 12/24/2016 Michael Schwartz, Vice President
 Signature of Vendor Authorized Representative Date Printed Name of Vendor Authorized Representative

PROCUREMENT USE ONLY

- Yes, named employee was involved in Bid / Proposal process.
- No, named employee was not involved in procurement process or decision.

**ATTACHMENT F
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE**

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at [www. a2gov.org/departments/city-clerk](http://www.a2gov.org/departments/city-clerk)

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

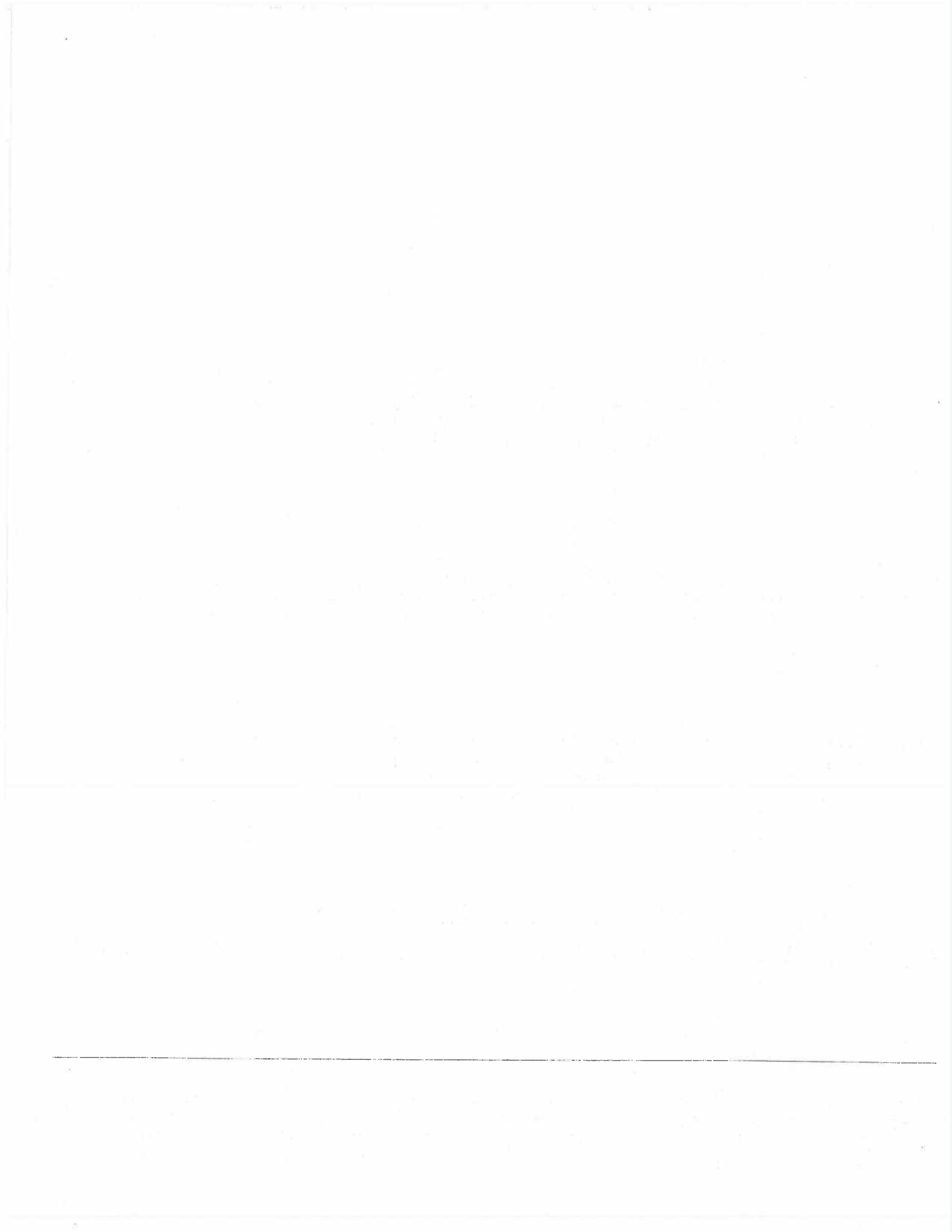
Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail at aahumanrightscommission@gmail.com, or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.



ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2015 - ENDING APRIL 29, 2016

\$12.81 per hour

If the employer provides health care benefits*

\$14.30 per hour

If the employer does NOT provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint Contact
Mark Berryman at 734/794-6500 or mberryman@a2gov.org**





Section 2.0 – Professional Qualifications

Synagro Central, LLC (Synagro) is a corporation incorporated in the State of Delaware, located at 435 Williams Court, Suite 100, Baltimore, MD 21220. All work performed for the City of Ann Arbor will be based out of Synagro's Michigan office at 3050 Freeway Lane, Saginaw, MI 48601. Synagro Central, LLC is licensed to operate in the State of Michigan.

Project Personnel

The following key personnel will be utilized on the Ann Arbor project:

Jim Jurgens, Area Director

As Area Director, Mr. Jurgens is responsible for overall management of biosolids project operations throughout Michigan and Northwestern Ohio. This includes supervision of Operation Managers, the Tech Service Manager and Tech Service Specialists, the equipment maintenance, transportation, permit compliance and customer relations

Mr. Jurgens joined Synagro in 2015 after 10 years as a General Manager in manufacturing and service businesses. He has a B.A. degree in Business Administration from Baldwin Wallace College in Cleveland, Ohio. He earned his Black Belt Six Sigma certification from Notre Dame in 2008. Lastly, he will complete his M.B.A from Keller in the fall of 2016.

Anita Dean, Area Sales Manager & Key Point of Contact for City of Ann Arbor, MI

Mrs. Dean has twenty plus years of experience in the environmental business in various sales and customer service management roles. For the past eleven years she has worked as Area Sales Manager for Synagro.

Covering the Lakes Region, Mrs. Dean is responsible for working with municipal and industrial clients to find cost effective solutions to biosolids and residuals management. Such solutions include land application, composting and plant cleanout events. She has worked with many clients to solve complex contractual, procurement and operational challenges.

Ken Wegener, Operations Director – Eastern Michigan

As Operations Director, Mr. Wegener is responsible for the overall management of all Michigan projects on the east side of the state. His responsibilities include supervision of Assistant Operation Managers, equipment maintenance, transportation, and customer relations.

Mr. Wegener has 30 years of experience in the industry with 20 of those years with Synagro. He currently oversees 5 full-service liquid land application crews that cover Eastern Michigan. His span of responsibility covers over 60 municipal and industrial clients who generate over 140 million gallons of annual biosolids.

Bruce MacLeod, Technical Services Director

As Technical Services Director in the Great Lakes Area, Bruce MacLeod is responsible for land acquisition, permitting, monitoring, reporting and public relations on all projects within Synagro's Great Lakes Area. Mr. MacLeod supervises the Technical Services Management staff which interfaces with regulatory agencies, farmers and residuals generators to implement the land application programs. Mr. MacLeod assures the quality of the land application programs and assist

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with strategic planning, development and operations management.

Mr. MacLeod has been with Synagro since 1992. Prior to joining the company he managed a large full service farm service cooperative. Mr. MacLeod holds a B.S. in Crop Science from the University of Guelph in Ontario, Canada. He is an Ohio Certified Crop Adviser and an Ohio certified Class III Wastewater Operator.

Bill Goetsch Technical Services Specialist

As Technical Services Manager, Mr. Goetsch is responsible for oversight of our technical services staff for the State of Michigan. Bill has worked with over 75 Michigan WWTP's relative to biosolids management throughout the state. He has worked in Technical Services for Synagro since 2005. His experience includes Residuals Management Plan Permit writing, biosolids sampling and procedures, land base permitting and maintenance, fertility recommendations, reporting and monitoring, and regulatory liaison, among others.

Mr. Goetsch has a B.S. in Food Systems Economics and Management with an emphasis in Crops and Soil Science from Michigan State University. He is a member of the Michigan Water Environment Association. He participates on the Biosolids Committee. He is a Michigan Certified Crop Advisors.

Company History

Synagro's core business purpose is focused on the management of municipal biosolids, including project development, operations, and biosolids product recycling. This focus has resulted in Synagro being North America's leading provider of high-quality, cost-effective biosolids management and beneficial use services. We have been successfully meeting the biosolids management needs of hundreds of generators for more than 35 years. Synagro's experience in all areas of biosolids management is unparalleled.

Synagro annually manages over 12 million tons of biosolids and other organic by-products for more than 650 generators (including 600 municipal clients). Synagro employs a team of over 850 professional engineers, soil scientists, agronomists, construction managers, financial managers and the largest, most diverse operational staff in the industry. Our team is dedicated to working with our clients to find the right solution to their organic residuals management challenges. Synagro, and its various subsidiaries, have been at the forefront of the environmental movement to safely process and beneficially market organic residual materials.

Synagro offers virtually all commercially viable processing options and product marketing channels for biosolids and organic residuals including:

- ① Heat drying and palletization
- ① Incineration
- ① Composting
- ① Alkaline stabilization
- ① Digestion
- ① Dewatering (installation & operation)
- ① Mobile dewatering
- ① Land application and reclamation
- ① Lagoon and digester cleaning
- ① Rail transportation
- ① Product marketing

This ability to offer the complete range of biosolids options is unique to Synagro and allows us to develop projects that fit a municipality's unique needs. In addition, this breadth of experience provides us with an in-depth understanding of biosolids that other companies simply do not possess.

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As the industry leader in providing various forms of project delivery options, we have extensive experience developing and managing biosolids facility design-build-own-operate (DBOO) projects. We currently operate nine heat-drying facilities, three thermal processing facilities, four composting facilities, over a dozen alkaline stabilization facilities, and approximately 70 permanent and mobile dewatering facilities.

Synagro is owned by EQT, a Swedish private equity firm with over \$20 billion in assets under management, and is part of EQT Infrastructure II, a fund with a hard cap of over \$2 billion. This fund is dedicated to creating improved value through investing capital and support resources to companies like Synagro that provide vital infrastructure services. EQT is a strong, stable, financial partner with a stellar performance history and an emphasis on long-term, sustainable investment.



Section 3.0 – Past Involvement With Similar Projects

To ensure the success of any biosolids management project, Synagro offers essential support services such as local government relations, community acceptance, permitting, engineering management and biosolids product marketing programs.

Synagro has significant state (including Michigan) and federal agency permitting and regulatory experience for biosolids management programs in the United States. For example, for beneficial use of biosolids through land application, we have a permitted land base of over 500,000 acres available for land application of biosolids. In Michigan alone, Synagro has a permitted land base in excess of 125,000 acres for its clients. **Synagro has developed and maintained an existing customer base for biosolids end products for use by the City of Ann Arbor.** Synagro's experience with privatization in general, and with the Dayton, Ohio wastewater project as an example, provides the Company with the knowledge, regulatory expertise, and technical sophistication to structure the implementation and expedite the approval of privatization and plant management projects.

Following are some case histories detailing Synagro's experience in biosolids management services that documents the diversity of experience we have managing and implementing a variety of successful biosolids programs for our customers. The case histories are presented to provide the City with an overview of the experience our Company and employees have providing technologies and service that fulfill the needs of our customers.

Ann Arbor, Michigan

In 1992, the City of Ann Arbor awarded an initial contract to Synagro to provide comprehensive land application services for the approximately 6,000 dry tons of biosolids generated at the City's wastewater treatment plant. Class B, lime stabilized biosolids are transported from the WWTP to fully permitted privately owned farmland application sites 5 to 6 days per week, from April to December of each year. Synagro provides for all technical services, regulatory permitting, transportation and application, monitoring, record keeping and reporting to regulatory agencies for the City. Synagro's familiarity with the City of Ann Arbor land application program, our staff of technical specialists, and our well established working relationship with the regulatory community, allows us to provide assistance to the City in preparing any RMP modifications.

City of Dayton and Montgomery County, Ohio, Thomas Schommer, (937) 333-1501

Under a joint venture in 1985, the City of Dayton and Montgomery County, Ohio selected Synagro (operating then as Bio Gro) for turnkey biosolids management and utilization services. Synagro was contracted to:

- build two dewatering facilities for volume reduction, and
- develop a beneficial use program in which biosolids are land-applied to privately-owned agricultural sites.

All aspects of the program, including design, construction and operation on a steady-state basis, were completed within six months of contract award. Since December 1986, the dewatering facilities have processed 60 dry tons per day at the City of Dayton Wastewater Treatment Plant and 10 dry tons per day at the Montgomery County Eastern Regional Wastewater Treatment Plant. Expansion of the Eastern Regional plant was completed in 1987, and a BIO*FIX Class B alkaline stabilization process was put into operation. Expansion of the Western Regional Plant, where Synagro installed and now operates a belt dewatering press processing seven dry tons of biosolids per day, was completed in 1995.



Synagro has maintained a land base for the dewatered biosolids of approximately 30,000 acres of privately owned farmland. This large land base provides the City of Dayton and Montgomery County with a continuous beneficial use program throughout the year.

Anne Arundel County, Maryland, Ron Neugebauer, (410) 224-1332

Anne Arundel County has over 440 miles of coastline on the Chesapeake Bay and a population of over 400,000 people. The rapid growth around Annapolis and its potential impact on the Chesapeake Bay presented the County with an environmental dilemma which Synagro helped resolve.

Based upon a privatization proposal, the County awarded Synagro a contract in April 1984. Synagro designed, permitted, financed, constructed and placed into service three separate on-site dewatering and stabilization facilities within five months of contract award. The County's fourth and largest facility was added to this contract in 1985.

Synagro also implemented an education program directed toward the public, media and elected officials that successfully reversed the negative image of land application in this urbanized county.

Anne Arundel County stated: "The results of the [biosolids management] program have been dramatic, with a major reduction in NPDES violations, a reduction in biosolids disposal costs, lifting of building moratoriums, and improvements in the quality of the Bay."

Under this project, Synagro continues to successfully handle Anne Arundel County's biosolids management program. This project received a first place U.S. EPA Exemplary Management Award in 2001 for biosolids management, citing its long-term successful operation with virtually no public opposition.



Synagro Central, LLC
Michigan References

City of Adrian WWTP

Mr. Ken Wesley, Superintendent
100 E. Church Street
Adrian, MI 49221
517-264-4847

City of Chelsea WWTP

Mr. Brad Roberts
305 S. Main, Suite 100
Chelsea, MI 48118
734-475-8113

City of Frankenmuth WWTP

Mr. Birt McKendree
240 W. Genesee St.
Frankenmuth, MI 48734
989-652-3445

City of Ionia WWTP

Mr. Chris Kenyon
720 Wells Street
Ionia, MI 48846
616-527-0370

City of Lansing WWTP

Mr. Paul Stokes
1625 Sunset Street
Lansing, MI 48917
517-483-4405

City of Petoskey WWTP

Ms. Sherrie Elliott
101 East Lake Street
Petoskey, MI 49770
231-348-0368

City of Saginaw WWTP

Brian Baldwin
2406 Veterans Memorial Parkway
Saginaw, MI 48603
989-759-1630

City of Zeeland CWP

Mr. Glenn Berghorst
21 South Elm Street
Zeeland, MI 49464
616-772-0873

Genesee County, Michigan

Mr. Joseph Goergen
G-9290 Farrand Road
Montrose, MI 48457
810-232-7662

Fleis & Vandenbrink Engineers

Mr. Robert Wilcox
2960 Lucerne Drive SE
Grand Rapids, MI 49546
616-977-1000

City of Coldwater

Mr. Dave Woodman
1 Grand Street
Coldwater, MI 49036
517-278-4118



Section 4.0 – Proposed Work Plan

Introduction

Synagro specializes in the design and operation of agricultural utilization projects. We land-apply anaerobically or aerobically digested and lime-stabilized biosolids as liquid or dewatered material. Having provided biosolids beneficial reuse services since program inception in 1992 and through 2012, Synagro is well acquainted with the specific needs of the City of Ann Arbor biosolids management.

Synagro obtains all appropriate permits and applies biosolids in accordance with all applicable regulations. The demand by farm operators for the nutrient-rich biosolids enables Synagro technical service managers to maintain a substantial permitted land base for biosolids application projects.

Synagro rotates application sites so that local transportation systems are not adversely affected. Synagro, and subcontract trucks are inspected, licensed and appropriately marked as required. All federal OSHA and DOT laws and regulations are complied with for the protection of our clients, the community and our drivers. All subcontractors are required by contract with Synagro to provide same.

Synagro operations managers and assistant operations managers continually evaluate field moisture conditions. In periods of marginal wet-weather conditions, field managers obtain the farm operator's approval before spreading biosolids and use only well-drained soils. If, in the farm operator's judgment, the permitted site is too wet, land application is postponed until conditions are suitable, or operations are moved to an alternate, acceptable site. All equipment, application methods, and timing of applications are conducted so as not to adversely impact normal farming practices or environmentally sensitive areas.

General Description of Operations - Liquid Biosolids

Liquid biosolids will be transported in tank trailers to permitted agricultural land application sites. Removal operations will be timed to meet the needs of Ann Arbor and in accordance with the other restrictions discussed in this section to ensure the quality and longevity of the Ann Arbor biosolids land application program. Synagro will land apply biosolids on approved sites in accordance with the operational procedures and rates established in the approved Residuals Management Plan (RMP). Application sites will be rotated so as not to adversely impact local community transportation systems. Highway regulations, weight limits and other ordinances are known and will be observed.

A number of farm operators are interested in receiving the biosolids from Synagro for the nutrient content and beneficial effects of organic matter addition to the soil. The biosolids have been evaluated and found to be suitable for application on agricultural land.

Based on U.S. EPA and MDEQ guidelines, the annual rate of application has been found to be governed by the nutrient content of the biosolids. The biosolids quality is such that applications are not subject to lifetime application rates under current regulations. Should either regulations or biosolids quality change requiring limitation, the lifetime application rate will be limited by applicable U.S. EPA and MDEQ regulations in place at that time.



Biosolids Removal, Transport and Application

Biosolids will be transported from the wastewater treatment facility to permitted land application sites by independent subcontract haulers. The transport units will be inspected, licensed and appropriately marked, as required, for the purpose of transporting biosolids. These units shall operate under and satisfy all applicable insurance, regulatory, and contract provisions. Transport trucks will deliver the biosolids to high flotation, land application equipment stationed on the field for receiving biosolids.

Synagro will utilize tractor trailers to haul the biosolids. Biosolids will generally be delivered to the application sites between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. The days and hours of operation will be adjusted to meet the City's solids removal needs to maintain efficient treatment facility operation.

Biosolids distribution on land application sites will be uniform throughout the permitted area. To ensure adequate control of the application rate for each site, the equipment used for spreading biosolids will be calibrated by measuring the amount handled on a known square footage. While the rate of discharge from the application vehicle is fixed, the speed of the equipment can be adjusted to maintain the flow rate needed to achieve specific application rates. All application equipment shall be operated and maintained by Synagro employees.

Liquid biosolids will be transported from the wastewater treatment plant in leak-proof tank trailers to approved land application sites. The biosolids will be loaded directly into the field applicator through a six inch (6") hose. The biosolids will be injected into the soil utilizing a high flotation land application vehicle.

A summary of equipment to be employed on the project is as follows:

- Three (3) to Five (5) sealed liquid trailer units. The Synagro tankers range from approximately 8,000 to 11,000 gallons of capacity. The number may vary depending on travel distance to land application sites. Contingency equipment will also be maintained to limit impact of equipment malfunction. These units will be similar to the tankers that have been previously in use for this project. Each unit shall be properly filled and metered under the supervision of plant personnel.
- One (1) high flotation land application vehicle of 11,000 gallon capacity. The number may vary depending on the configuration of the land application sites as it affects application time efficiency and to satisfy the varying needs of Ann Arbor.

The truck units will be inspected, licensed and appropriately marked as required for the purpose of transporting the biosolids. To prevent adherence of the biosolids to the transport vehicle, the tank trailers will be equipped with full rear mud flaps. This will prevent the biosolids from adhering to the tires and undercarriage of the transport vehicle, thereby preventing biosolids from being tracked onto roadways. Biosolids adhering to the mud flap will be scraped off in the field before the truck returns to the roadway.



The following is a list of Synagro owned back-up equipment available for the performance of the contract for land application of biosolids for the City of Ann Arbor.

Quantity	Description (Including Make & Model)	Year	Capacity
6	Ag-Chem 2505 Terragator with pressure/vacuum tank	various	4,000 gallons
6	Pull Behind Quad Trains	various	13,000 gallons
12	Assorted semi tanker trailers	various	8,500 gallons
12	Assorted semi tanker trailers	various	11,000 gallons

Subcontractors

Synagro will be utilizing the services of BCA Express, Inc. for sub contract hauling.

Biosolids Storage

Synagro recognizes the vital importance of storage to provide consistent and uninterrupted removal of biosolids on a regular basis.

For the past several years Synagro has furnished biosolids removal for the City and has been able to remove biosolids on a consistent basis with the City storage and sporadic dewatering during inordinately severe conditions. This is possible because of the extensive land base (with various soil types to insure continuous hauling) that we have acquired over the years, and we continue to permit additional land for removal of the City's biosolids.

Ann Arbor has limited storage in relation to the daily biosolids production needs. This is expected to be exacerbated during the upcoming facility upgrade construction projects. To provide additional protection against facility upset, in addition to the storage available at the WWTP, Synagro has identified and secured a number of other options available to provide the City of Ann Arbor consistent biosolids removal during the spreading season. We understand your need for uninterrupted operation of the facility and are fully prepared to bring all necessary resources to bear to assist in that mission. The multiple layers of contingency options through Synagro provide redundancy and flexibility that will ensure uninterrupted service regardless of unforeseen or extraordinary circumstances. These options are as follows:

- 1) Synagro has identified and procured contingency acres for the exclusive use of Ann Arbor biosolids land application. This well drained land will be utilized by Synagro when inclement weather precludes application to other available sites. This ground will be maintained in a fallow (non-cropped) state allowing for access as needed during the entire application season. Based on our experience in managing the Ann Arbor land application program, we anticipate this contingency will provide the necessary back-up to address the City's biosolids removal needs during the entire land application season. This option requires no changes to the City of Ann Arbor RMP. This contingency option is included in Synagro's proposed price, providing consistent biosolids removal at no additional cost risk to Ann Arbor.

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- 2) While we believe Option 1 will be adequate to address the limited facility storage, should extraordinary circumstances require additional contingencies, Synagro has located multiple offsite storage facilities. Biosolids would be transported to one facility and temporarily stored. As weather conditions permit, the biosolids would be removed and transported to approved sites for application. This option would require an RMP modification for offsite storage. Our conversations with MDEQ regarding this option indicate they would support such a request. Should it become necessary, Synagro is prepared to provide additional pricing to the City for this potential option.
- 3) As ultimate protection against virtually any removal need scenario, Synagro has multiple mobile dewatering systems that could be mobilized, setup, and running quickly. Once setup and operating, the dewatered biosolids would be taken to an associated area landfill. This is an almost instant alternative we can provide, that does not require any additional regulatory approval. This capability ensures that we can remove biosolids as needed for an indefinite period and affords the City the unique security of knowing that the risk of City dewatering equipment being impacted by construction activity can be completely mitigated through timely employment of a Synagro back-up. This option would be custom tailored to meet the specific needs of the City with pricing to be negotiated as prevailing conditions dictate.

Site Operation

- 1) The method of application will be sub-surface injection on designated approved sites.
- 2) Biosolids will be applied primarily to field crops including corn, soybeans, wheat, oats, grassland and alfalfa. The actual application rate will be determined by the requirement for the crop selected and yield goals. An average of 1,500 acres per year will receive biosolids.
- 3) Buffer zone distances will be observed in accordance with Part 24 regulations as follows:
 - a) From on-site residences and commercial buildings: 100 feet for sub-surface application.
 - b) From any well with the exception of an approved groundwater monitoring well or a well that has been permanently abandoned in accordance with state guidelines: 100 feet (residential), 800 feet (Type IIb, III), 2,000 feet for municipal (Type I, II) wells.
 - c) From streams, canals, marshes, coastal waters, lakes and impoundments: 50 feet.
- 4) Buffer zones will be flagged, or clearly delineated by other means such that no biosolids will be applied within the buffer zones. The most restrictive buffer will apply in combined situations.
- 5) Operational Provisions will be taken to prevent soil loss through erosion. Application equipment has been modified to include minimum tillage equipment. This was a voluntary operational decision by Synagro to better serve the agricultural community thereby enhancing the reception of Ann Arbor's land application program. The response during previous application seasons has proven to be a great success. Other provisions will include contour application and avoidance of areas where surface drainage patterns result in concentrated flow of runoff from rainfall, where appropriate.
- ~~6) Spreading operations to a particular site will be discontinued during periods of inclement weather eliminating the possibility of rutting or damage to the field. Spreading will be resumed on acceptable alternative sites.~~

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- 7) The amount of biosolids applied will not exceed the hydraulic capacity of the soil at the time of each application.
- 8) The depth from the surface of the ground to the water table will be more than 30 inches for all application sites.
- 9) Public access to sites which have had biosolids applied will be controlled for a period of 30 days from the time of the last biosolids application.
- 10) Biosolids shall not be applied on areas exceeding 12 percent slope for injection.

Project Control

To ensure that biosolids are continuously applied at the correct application rate and in a manner consistent with the Operations Plan, a Synagro operations manager will be in direct charge of the field operations, controlling the amount of biosolids delivered to each field and conducting daily field inspections. Field inspections will include ensuring that flags, or other markings, are in place, biosolids are applied uniformly at the designated application rate, setbacks are observed, trucks are unloading at best location, trucks are not driving over biosolids, trucks are cleaned before leaving the field and land application equipment is maintained in working condition.

Spill Prevention and Control

In the unlikely event of a spill, Synagro will take the following actions immediately.

- **Halt Source of Spill.** Use of any leaking or damaged unit that is causing the spill will cease immediately. The unit will be repaired before resuming its use.
- **Contain Spill.** In the event large quantities of biosolids have been spilled, straw bales will be used where available to either form a barrier or soak-up biosolids.
- **Clean-Up.** Depending on the type and amount of biosolids spilled, a variety of equipment may be used to remove the biosolids: front-end loader, shovels and brooms and vacuum equipment of a liquid biosolids applicator. Any biosolids removed from the spill site will be spread on an approved application site.
- **Final Clean-Up.** Flush roadways with water or sweep as necessary to clean. Allow to dry and incorporate if spill occurs on non-paved and tillable area. In the event a spill occurs on private property, final clean-up should be completed immediately to the satisfaction of the owner.
- **Management of Clean-Up Efforts.** The project manager will take immediate charge and initiate clean-up activities. Synagro labor will be used, with additional labor secured as needed. The project manager will also communicate with the public on the scene, answering questions and advising of clean-up activities.
- **Reporting.** All spills will be reported immediately to Synagro at (517) 487-9280. The state agency and the wastewater treatment facility will also be immediately notified.

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Within 24 hours of the spill, the project manager will send to Synagro's main office, a written report detailing how the spill occurred and remedial action taken.

- **Spill Prevention.** The project manager will take the following steps to ensure spill protection:
 - 1) Ensure truck drivers watch trailer while loading and do not overload;
 - 2) Ensure trailer hatches are closed and latched while transporting;
 - 3) Inspect trailer seals daily and replace as necessary; and
 - 4) Ensure unloading operations in the field are conducted to minimize any potential runoff or tracking.

Safety

Synagro strives to heighten awareness of workplace safety primarily through employee training. Safety excellence demands that we train employees at all levels in the specifics of their safety responsibilities. Company-wide safety communications programs have been developed to further install a safety culture in our work place.

Synagro makes an ongoing effort to influence people to change their behavior through safety communications. Corporate wide communications concentrate on Synagro's safety philosophy, management commitment and recognition of good performance. By taking a proactive approach to safety in these ways, as well as by participating in safety and environmental audits, working with regulatory agencies to ensure and promote the safety of its services, and encouraging the occupational health of its employees, we make an investment that helps ensure our company's present day and future strength.

Synagro expects 100% compliance in all areas of health, safety, and transportation as well as in all environmental areas. Each of Synagro's projects is supported by a regional staff that includes a dedicated Environmental, Health, Safety and Transportation (EHS&T) Manager. This enables the Project Manager to have immediate access to resources required to ensure a safe working environment for all employees. Since this program was implemented, results have showed a definite reduction in workplace accidents throughout the company and across is 275 projects nationwide.

The Regional EHS&T Manager makes quarterly visits (more often if required or requested) to all projects within his/her region. An annual self-audit is conducted during one of these visits as well as annual noise surveys. The Regional EHS&T Manager maintains a current data base of all EHS&T compliance requirements (federal, state and local) impacting the specified project. If any noncompliance issues are noted, they are entered into a computer based Corrective Action Reporting System (CARS program.) and assigned a due date and corrective action to be taken. The progress is then monitored at the regional level for compliance. In addition to hazards found by the regional staff members, the Project Manager is required to conduct a monthly site assessment of the project and note any deficiencies on the provided checklist. This monthly checklist, when completed, is faxed to the Regional EHS&T Manager for tracking and any deficiencies noted are entered into CARS if required.

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The Regional EHS&T Manager also distributes a monthly environmental/safety packet to each project which includes a mandatory training topic as well as several informal safety briefings. The Project Manager has at his discretion the right to add topics to the monthly training

schedule if circumstances dictate the need. Along with the safety topic, the packet contains the training aids required for the classes. After all training is complete for the month the Regional EHS&T Manager is copied and compliance is tracked at his/her level. In the event that an employee misses a class due to sickness, vacation, etc., a make-up training packet is issued quarterly. Synagro conducts 100% of all OSHA required training as well as site specific environmental (i.e. spill control, etc.) training that might be required.

In addition to all regional compliance activities the Corporate office conducts audits of projects on a three-year schedule as well as site assistance visits if requested or required. These audits expect compliance with environmental, health, safety and transportation regulations and in-house policies.

The potential for employee injuries, equipment accidents and environmental incidents during biosolids management operations are minimized by strict adherence to the following:

- a. New employee EHS&T orientations and indoctrination training before being put to work. New employees are to be shown how to perform their work in a safe manner. They are actively supervised by either the supervisor or an experienced employee for the first six months to make certain that they perform the assigned tasks safely.
- b. Mandatory use of personal protective equipment (Safety glasses, safety boots, etc.);
- c. Weekly or monthly documented EHS&T training and informal tool box meetings;
- d. Compliance with applicable OSHA and EPA standards and Department of Transportation (Federal and State) trucking safety regulations, the Synagro Safety Manual and biosolids/residuals Standard Operating Procedures. (These publications are available for the City's review upon request.);
- e. Prompt dissemination of useful safety information and lessons learned" to local operating levels;
- f. Immediate reporting and investigation of any incidents or "near misses";
- g. Monthly documented site safety and environmental inspections conducted by the Project Manager;
- h. Scheduled and unannounced site EHS&T inspections conducted by the Compliance Department Director, Environmental Compliance Director and region EHS&T Managers;
- i. Periodic Environmental Audits administered by the parent company's Environmental Department;
- j. A safety awards program begun in 1992 to recognize individuals and projects with exemplary safety performance; and
- k. A disciplinary program to eliminate negligent behavior with regard to safety and environmental compliance.

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Safety and environmental compliance is our number one priority. The Project Manager is responsible for on-site compliance and can rely on corporate and region EHS&T representatives to assist whenever necessary.

Careful attention to safe working conditions and methods of operation (e.g. the proper method of lifting heavy objects and the operation of heavy equipment only by trained and competent operators) should preclude most of the potential for safety hazards in the land application operation. Should an accident occur, the project manager will be informed immediately and will thoroughly investigate and complete as accident report, the worker compensation and equipment accident forms.

The implementation of all on site safety and housekeeping procedures is the responsibility of the Project Manager. The Project Manager maintains the work areas so as to protect the health and safety of all personnel.

Compliance With 40 CFR Part 503

Specific procedures which have been incorporated into our land application programs to implement the requirements in the 40 CFR Part 503 Rule are listed below. Compliance with these requirements, through our comprehensive monitoring, record keeping and reporting programs is the responsibility of Synagro's technical services manager.

General Requirements §503.12

- Obtaining signed farm operator (lessee) and/or landowner agreements that include the federal site restrictions.
- Obtaining Notice and Necessary Information from the biosolids generators to establish that the biosolids meet the pathogen and vector attraction reduction requirements and the ceiling limits for metals.
- Determining past metal loadings since July 20, 1993 if generator's biosolids do not meet the Table 3 metal standards.
- Sending notification letters to EPA on the location of sites where non-Table 3 biosolids will be land applied.
- Sending notification letters to EPA on the location of sites where non-exceptional quality biosolids are land applied outside the state of generation.
- Sending reports to the farm operator regarding nitrogen applied and metals applied for non-Table 3 biosolids and advising the farmer of the site restrictions he/she must follow.

Management Practices §503.14

- Ensuring the management practices are met using our standard pre-operating procedures.
- Obtaining approval from EPA for application of biosolids above the agronomic rate on reclamation sites.

Recordkeeping §503.17

- Completing certification statements addressing compliance with management practices, site restrictions, tracking past metal loadings (if applicable) and meeting vector attraction reduction requirements through injection or incorporation (if applicable).
- Generating field reports which contain biosolids application information required by EPA if non-Table 3 biosolids are applied.

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- Maintaining the above records for the required period of time (certification statements for 5 years and non-Table 3 biosolids land application records indefinitely).

Pathogens §503.22

- Incorporating the site restrictions in §503.22(b)(5) into our farm operator and landowner biosolids use agreement forms and our land application operating procedures when Class B pathogen treatment biosolids are land applied.

Monitoring, Record Keeping and Reporting

This section describes the internal controls employed by Synagro to ensure compliance with established dosage rates and the procedures for preparing reports of land application operations.

Land application activities are monitored on a daily basis through the use of Truck Reports/Daily Reports and on a weekly basis through the use of a Weekly Report. These reports, along with biosolids analysis information and field specific information, provide the data used for preparation of monthly and annual reports.

A Field Report is prepared monthly to portray activity for each field receiving biosolids during the reporting period. It specifies the amount of biosolids applied; the method of application; nutrient and trace metal loadings (nitrogen, phosphorus, potassium, arsenic, cadmium, chromium, copper, lead, mercury, molybdenum, nickel, selenium, and zinc); date of application and the lifetime addition of trace metals (where applicable).

A Monthly Report includes an application rate of biosolids applied, (including biosolids chemical analyses), and a Field Report for each field where biosolids were applied.

Monthly Reports and Annual Reports as required by the City will be submitted to the City of Ann Arbor and the MDEQ. Records will be maintained for the required period of time.

Synagro completes federal certification statements required by the 40 CFR Part 503 Rule addressing compliance with management practices, site restrictions, tracking past metal loadings and meeting vector attraction reduction requirements through injection. The signed certification statements are kept on file at Synagro for the required period of time.

Sampling

Synagro will provide biosolids and soil monitoring services as requested in the City's request for proposal. The procedures used for sampling, shipping, and testing will be as required by the U.S. EPA.

Application Site Acquisition and Maintenance

Although Synagro has already developed and maintains an extensive landbase of available land application sites, our technical services manager is consistently prospecting for additional sites to supplement, improve, and extend the life of the current landbase. This is accomplished through acquiring additional sites with existing cooperators, following up on inquiries by potential new cooperators and canvassing current non-participants. This process continues year round during the entire life of a land application program. Synagro maintains a current staff of four technical service managers across Michigan. This significant investment allows us to ensure the continued health of our clients programs. With this investment we can diligently pursue more and varied soil types and

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cropping systems which translate into more land availability throughout the season, reducing the pressure on the facility's limited storage capacity. Without a significant level of dedicated resources in this area sufficient attention cannot be devoted to the development of the land base and a land application program will necessarily stagnate and decline, damaging the facility's land application flexibility.

During the application season, the technical services manager is in consistent contact with both farmer cooperators and the operations manager to maintain proper communication, prepare specific site maps for application crews, review application rates and respond to the changing seasons and weather conditions to maximize uninterrupted site availability.

Farmer Reports and Follow-up

A successful land application program depends on the willingness of farmers to use biosolids for their crop production. Communication with the farmer is essential. Synagro provides farmers with Farm Reports to show them the nutrients and trace metals (and lime) applied through the biosolids application. Follow-up visits with farmers to explain the reports help them minimize supplementary expenditures on commercial fertilizers.

ADDENDUM No. 1

RFP No. 962

Land Application of Municipal Wastewater Biosolids

Due: February 26, 2016 at 2:00 P.M. (local time)

The following adjustments shall be made to the Request for Proposal for Land Application of Municipal Wastewater Biosolids RFP No. 962 on which proposals will be received on/or before February 26, 2016 at 2:00 P.M. (local time).

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes 10 page(s).**

Offeror is to acknowledge receipt of this Addendum No. 1, including all attachments in its Proposal by so indicating in the proposal that the addendum has been received. Proposals submitted without acknowledgement of receipt of this addendum will be considered nonconforming.

The following forms provided within the RFP Document must be included in submitted proposal:

- Attachment A & B - The signature page and legal status of Respondent
- Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance
- Attachment D - City of Ann Arbor Living Wage Declaration of Compliance
- Attachment E - Vendor Conflict of Interest Disclosure Form

Proposals that fail to provide these completed forms listed above upon proposal opening will be deemed non-responsive and will not be considered for award.

I. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the RFP. Respondents are directed to take note in its review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

Q1: What is current price?

A1: Current price is \$0.0321/gallon.

Q2: Will The City provide typical analytical results (nutrients & pollutants) of the biosolids hauled to land?

A2: See attached data for last season and Analytical Laboratory Report for most recent sampling event data.

Q3: What is the typical %solids or range of %solids of biosolids hauled to land.

A3: See attached data for last season and Analytical Laboratory Report for most recent sampling event data.

- Q4: Bidder assumes that if a change in Federal, State, or Local law or ordinance occurs during the term of this contract that the Bidder and City will negotiate a price modification to account for additional costs to perform the work. Is this correct?
- A4: Yes, if applicable.
- Q5: Bidder assumes that the City will issue a written directive or change order for any additional work to be performed that is outside the scope of work for the contract. Is this correct?
- A5: Yes, if applicable.
- Q6: Bidder assumes that if a force majeure event occurs, that neither party shall be liable to the other party for damages or delays (payment notwithstanding). The affected party shall notify the other party in writing of the impact of the event. The bidder and City will negotiate an extension of time and/ or compensation (if needed) in order to complete the contract. The Agreement can be terminated in the force majeure event extends past 90 days. Is this correct?
- A6: Yes, if applicable.
- Q7: Bidder assumes that if materials are loaded into their vehicles that are determined to be considered hazardous and not meet 40 CFR 503 requirements, that they can be returned to the City, or the City will reimburse the bidder for disposing of the material at cost + 15%. Is this correct?
- A7: Based on our 25+ years of land application practices, biosolids from the Ann Arbor WWTP have always met the requirements of 40 CFR 503. However, if a load does not meet those requirements, providers can bring it back to the City for further disposition by the City.
- Q8: Can you please forward a list of the companies that attended the pre-bid meeting for this project?
- A8: Synagro and Biotech Agronomics attended the pre-bid meeting.

Respondents are responsible for any conclusions that they may draw from the information contained in the Addendum

CITY OF ANN ARBOR WWTP BIOSOLIDS DATA

PARAMETER	10/1/2014	10/22/2014	11/6/2014	5/1/2015	4/27/2015	5/22/2015	6/5/2015	6/22/2015	7/17/2015	8/14/2015	8/19/2015	9/18/2015
% Solids	6.36	6.1	5.61	5.55	6.4	5.5	6.58	5.5	5.26	5.89	9.8	5.67
Arsenic	<3.04	2.35	<3.52	<3.59	1.87	2.63	4.31	3.51	<3.43	<2.71	1.58	<3.38
Cadmium	<.608	0.52	<0.704	<0.718	0.49	0.48	<0.584	0.66	0.685	0.542	0.25	<.676
Copper	125	144	132	109	134	143	107	206	130	119	121	115
Lead	8.56	6.89	6.21	4.75	4.71	8.13	6.44	15.5	11.9	5.97	4.61	6.08
Mercury	0.25	0.279	0.63	<0.19	0.144	0.351	0.12	1.1	0.73	0.37	0.149	0.27
Molybdenum	5.46	8.21	6.53	7.98	5.87	7.15	5.27	8.89	4.28	3.66	4.4	6.39
Nickel	4.21	14.6	4.7	4.99	6.26	10.5	2.57	9.46	6.58	3.53	7.79	6.56
Selenium	<3.8	1.37	<4.4	<4.48	0.75	1.88	6.21	0.88	<4.28	<3.39	0.57	<0.239
Zinc	252	310	222	246	249	307	256	399	257	278	228	292
TKN	40720	32200	56060	36150	35800	38500	36670	42000	32870	38350	23300	42800
Ammonia	4630	2610	4250	5840	3960	3690	13100	3790	9420	6390	3770	4770
Phosphorus	15060	8180	23140	24170	16300	17000	15250	11400	12620	21790	8200	13490
Potassium	3860	3250	6120	7880	6660	5860	4380	3720	3680	6710	2940	4310
Chloride												
pH	12.35	12.46	12.88	12.78	12.31	12.37	12.53	12.32	12.37	12.61		12.36
Sulfate												
TVS	47.3		56.3	70.8			60.6		53	55.3		46.1
Barium		101				175						
Calcium	137000		158000	109000			165000		39900	57900		199000
Magnesium	6200		7990	8450			7300		5960	9270		7550
Chromium	7.36	6.85	5.95	2.53		10.8	2.89	10.2	7.32	5.15		7.89



Analytical Laboratory Report

Report ID: S69024.01(01)
Generated on 11/05/2015

Report to

Attention: Wendy Schultz
City of Ann Arbor
919 Sunset
Ann Arbor, MI 48103

Phone: (734)794-6426 FAX: (734)994-0151
Email: wschultz@a2gov.org

Report produced by

Merit Laboratories, Inc.
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East Lansing, MI 48823

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Contacts for report questions:

Kevin George (kgeorge@meritlabs.com)
Barbara Ball (bball@meritlabs.com)

Report Summary

Lab Sample ID(s): S69024.01
Project: MI0022217
Collected Date: 10/19/2015
Submitted Date/Time: 10/21/2015 13:47
Sampled by: Unknown
P.O. #:

Table of Contents

Cover Page (Page 1)
General Report Notes (Page 2)
Report Narrative (Page 2)
Laboratory Certifications (Page 3)
Qualifier Descriptions (Page 3)
Glossary of Abbreviations (Page 3)
Method Summary (Page 4)
Sample Summary (Page 5)

Maya Murshak
Technical Director



Analytical Laboratory Report

General Report Notes

Results relate only to items tested as received by laboratory.

Methods may be modified for improved performance.

Results reported on a dry weight basis where applicable.

'Not detected' indicates that parameter was not found at a level equal to or greater than the reporting limit (RL).

40 CFR Part 136 Table II Required Containers, Preservation Techniques and Holding Times for the Clean Water Act specify that samples for acrolein and acrylonitrile need to be preserved at a pH in the range of 4 to 5 or if not preserved, analyzed within 3 days of sampling.

QA/QC corresponding to this analytical report is a separate document with the same Merit ID reference and is available upon request.

Full accreditation certificates are available upon request.

Samples are held by the lab for 30 days from the final report date unless a written request to hold longer is provided by the client.

Report shall not be reproduced except in full, without the written approval of Merit Laboratories, Inc.

Report Narrative

There is no additional narrative for this analytical report



Analytical Laboratory Report

Laboratory Certifications

Authority	Certification ID
Michigan DEQ	#9956
DOD ELAP/ISO 17025	#69699
WBENC	#2005110032
Ohio VAP	#CL0002
Indiana DOH	#C-MI-07
New York NELAC	#11814
North Carolina DENR	#680
North Carolina DOH	#26702

Qualifier Descriptions

Qualifier	Description
I	Result is outside of stated limit criteria
B	Compound also found in associated method blank
E	Concentration exceeds calibration range
F	Analysis run outside of holding time
G	Estimated result due to extraction run outside of holding time
H	Sample submitted and run outside of holding time
I	Matrix interference with internal standard
J	Estimated value less than reporting limit, but greater than MDL
L	Elevated reporting limit due to low sample amount
M	Result reported to MDL not RDL
O	Analysis performed by outside laboratory. See attached report.
R	Preliminary result
S	Surrogate recovery outside of control limits
T	No correction for total solids
X	Elevated reporting limit due to matrix interference
Y	Elevated reporting limit due to high target concentration
b	Value detected less than reporting limit, but greater than MDL
e	Reported value estimated due to interference
j	Analyte also found in associated method blank
p	Benzo(b)Fluoranthene and Benzo(k)Fluoranthene integrated as one peak.
x	Preserved from bulk sample

Glossary of Abbreviations

Abbreviation	Description
RL/RDL	Reporting Limit
MDL	Method Detection Limit
MS	Matrix Spike
MSD	Matrix Spike Duplicate
SW	EPA SW 846 (Soil and Wastewater) Methods
E	EPA Methods
SM	Standard Methods



Analytical Laboratory Report

Method Summary

<u>Method</u>	<u>Version</u>
E300.0	EPA Method 300.0 Revision 2.1
E335.4/SM4500-CN	EPA Method 335.4 Revision 1.0 / Standard Method 4500-CN E 20th Edition
SM2540B	Standard Method 2540 B 20th Edition
SM4500-N(org)/NH	Standard Method 4500 N(org)B / NH3D 20th Edition
SM4500-NH3 D	Standard Method 4500 NH3 D 20th Edition
SM4500-PE	Standard Method 4500 P E 20th Edition
SM5520D	Standard Method 5520 D 20th Edition
SW3050B	SW 846 Method 3050B Revision 2 December 1996
SW6020A	SW 846 Method 6020A Revision 1 February 2007
SW7471B	SW 846 Method 7471B Revision 2 February 2007
SW9045D	SW 846 Method 9045D Revision 4 November 2004



Analytical Laboratory Report

Sample Summary (1 samples)

Sample ID	Sample Tag	Matrix	Collected Date/Time
S69024.01	Land Applied Biosolids	Sludge	10/19/15 11:33



Analytical Laboratory Report

Lab Sample ID: S69024.01
 Sample Tag: Land Applied Biosolids
 Collected Date/Time: 10/19/2015 11:33
 Matrix: Sludge
 COC Reference:

Sample Containers

#	Type	Preservative(s)	Refrigerated?	Arrival Temp. (C)	Thermometer #
1	1L Plastic	None	Yes	5.4	IR

Analysis	Results	Units	RL	Method	Run Date/Time	Tech CAS #	Flags
Extraction / Prep.							
Mercury Digestion	Completed			SW7471B	10/28/15 13:00	RGS	
Metal Digestion	Completed			SW3050B	10/27/15 14:00	CCM	
Inorganics							
Ammonia-N (Undistilled)	3,580	mg/kg	10	SM4500-NH3 D	10/21/15 20:29	MJC 7664-41-7	
Cyanide	Not detected	mg/kg	18	E335.4/SM4500-CN	10/27/15 11:18	JDP 57-12-5	
Nitrate-N	Not detected	mg/kg	60	E300.0	10/30/15 17:30	JDP 14797-55-8	
Oil & Grease n-Hexane Soxlet	83,793	mg/kg		SM5520D	10/28/15 10:02	PLB	
pH/ Corrosivity	12.56	STD Units	0.1	SW9045D	10/29/15 17:35	ASB	
Total Kjeldahl Nitrogen	40,600	mg/kg	100	SM4500-N(org)/NH	10/29/15 14:57	MJC	
Total Phosphorus	12,500	mg/kg	100	SM4500-PE	11/05/15 15:44	MJC 7723-14-0	
Total Solids	5.6	%	1	SM2540B	10/22/15 21:00	WAR	
Metals							
Arsenic	2.3	mg/kg	2.0	SW6020A	10/27/15 15:31	CCM 7440-38-2	
Barium	119	mg/kg	10.0	SW6020A	10/27/15 15:31	CCM 7440-39-3	
Cadmium	Not detected	mg/kg	2.0	SW6020A	10/27/15 15:31	CCM 7440-43-9	
Chromium	8.6	mg/kg	5.0	SW6020A	10/27/15 15:31	CCM 7440-47-3	
Copper	161	mg/kg	5.0	SW6020A	10/27/15 15:31	CCM 7440-50-8	
Lead	6.5	mg/kg	3.0	SW6020A	10/27/15 15:31	CCM 7439-92-1	
Mercury	0.320	mg/kg	0.050	SW7471B	10/28/15 16:52	RGS 7439-97-6	
Molybdenum	8.5	mg/kg	5.0	SW6020A	10/27/15 15:31	CCM 7439-98-7	
Nickel	8.7	mg/kg	5.0	SW6020A	10/27/15 15:31	CCM 7440-02-0	
Potassium	5,470	mg/kg	5.0	SW6020A	10/27/15 16:03	JRH 7440-09-7	
Selenium	Not detected	mg/kg	4.0	SW6020A	10/27/15 15:31	CCM 7782-49-2	
Silver	2.4	mg/kg	2.0	SW6020A	10/27/15 15:31	CCM 7440-22-4	
Zinc	399	mg/kg	5.0	SW6020A	10/27/15 15:31	CCM 7440-66-6	

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5



Fee Proposal

Synagro proposes to provide the City of Ann Arbor with a beneficial use land application program to include permitting, soil sampling, biosolids analysis, and all monitoring and reporting as required by applicable federal, state, and local regulatory agencies.

The fee for services as described in this proposal is as follows:

Land Application by Sub-Surface Injection

Three Point three Cents per Gallon

(\$0.033 per Gallon)

The fee schedule above is based on a contract term of three years, with two one-year renewal options, as stipulated in RFP No. 962. There will be a regular adjustment in the price paid for the services provided to the City of Ann Arbor. These adjustments will be either annual Consumer Price Index Adjustment (CPIA) or a Fuel Cost Adjustment (FCA) as provided in RFP NO 962. Synagro cannot predict what the cost of diesel fuel will be in future years; therefore our preference of calculation method at the time of this submittal would be the FCA. As we near the specific times of year for any such increase we would like to make a better informed and final decision at that time.

Authorized Negotiators

Synagro authorizes Jim Jurgens, Area Director, (998) 598-3820 to negotiate a Service Agreement with the City of Ann Arbor.

