



CITY OF ARVIN

ADDENDUM NUMBER ONE

REQUEST FOR PROPOSALS (RFP) FOR TENANT FARMING

ADDENDUM ISSUE DATE: JANUARY 21, 2021

ADDENDUM No. 1


This addendum is hereby issued to all interested parties for the **REQUEST FOR PROPOSAL FOR TENANT FARMING**. This document and the information contained herein is provided as a supplement to the original RFP documents and previous addenda (if any), and modifies those documents as described herein. Any party interested in supplying a response to this proposal must acknowledge the receipt of this and any other addenda. Failure to do so may subject any submission to being deemed incomplete and or non-responsive at the discretion of the City of Arvin.

REVISIONS TO RFP PACKAGE:

1. **ADDENDA ACKNOWLEDGEMENT:** An acknowledgement form is provided as an attachment, and shall be required to be submitted by any parties responding to this RFP. Failure to do so may subject any submission to being deemed incomplete and or non-responsive at the discretion of the City of Arvin.
2. **TECHNICAL MEMORANDUM:** Review the attached TECHNICAL MEMORANDUM which provides important information and outlines additional requirements that will become the responsibility of the lessee of the city land. Such additional items will be formally added to the agreement either in the body of said agreement or as an appropriate attachment.

NOTE: Any response to this RFP must include the "ADDENDUM ACKNOWLEDGEMENT FORM". Failure to do so may result in a bid being determined to be non-responsive, and subject to disqualification.

Approved by: _____


Adam Ojeda, P.E.
City Engineer

1/21/21 _____

Date



COMMUNITY DEVELOPMENT
DEPARTMENT
ENGINEERING DIVISION
141 PLUMTREE DRIVE
ARVIN, CA 93203
661-854-2822

January 21, 2021

TECHNICAL MEMORANDUM

To: Parties interested in submitting a response to the City of Arvin RFP for Tenant Farming Services.

Re: Additional information for and requirements of the Tenant Farmer selected through this RFP.

INTRODUCTION

As outlined and described in the **REQUEST FOR PROPOSALS FOR TENANT FARMING** of City of Arvin land dated January 15, 2021, the land subject to the lease agreement is covered by Waste Discharge Requirement (WDR) order 5-00-093 issued by the California Regional Water Quality Control Board (RWQCB) and outlines the requirements for the proper use and application of the undisinfected secondary effluent produced by the treatment train from the City Wastewater Treatment Facility (WWTF). Interested parties that wish to submit a response to this RFP must have knowledge and experience with complying with and working within the requirements of such a waste discharge permit or similar permits.

The following additional information and requirements are provided to all interested parties that wish to submit a response to the RFP.

TENANT FARMER REQUIRED TO AMEND OR DEVELOP NEW WDR

Be advised that strict compliance with WDR 5-00-093 will not be possible by the future tenant farmer unless an amendment to the permit is filed with and approved/issued by the RWQCB. The reason for this is due to the fact that approximately 525 acres of useable land owned and operated by the former tenant farmer will no longer be available to the future tenant farmer. The availability of this land is a requirement of the WDR. While the new tenant farmer may be able to achieve an acceptable water balance with the application of effluent on the City land alone, formal notification to the RWQCB is required to indicate that said land is no longer available, and a formal amendment will be required. Said amendment may require the development of detailed technical studies and specifically a "Title 22" report to support the removal of the 525 acres from the effluent management program.

As outlined in the lease agreement, it shall be the responsibility of the tenant farmer to obtain any required amendments on the behalf of the City of Arvin. All expenses

incurred in an attempt to amend the permit shall be borne by the tenant farmer, and their representatives. Likewise, the tenant farmer will be required to communicate with the RWQCB and any technical consultants at every step of the way in the pursuit of an amendment. City staff will be available to support the tenant farmer as necessary.

Be advised that a new permit may be required at the discretion of the RWQCB since the existing permit is 21 years old. The city has no control over whether the RWQCB will require an entirely new permit. Should they determine this to be necessary, the tenant farmer shall likewise conduct themselves in the same manner as for an amendment; all costs shall be borne by the tenant farmer who shall also act on the behalf of the City of Arvin.

ADDITION OF NEW LANDS

If the tenant farmer wishes to discharge effluent on lands not already included in the WDR, said inclusion shall require an amendment to the WDR, and use of said lands shall be prohibited until such time as an amendment is approved by the RWQCB.

If new lands not owned by the City of Arvin or the tenant farmer are added to the permit, the tenant farmer shall be required to enter into a lease agreement with the property owner(s) for a period of time equal to the maximum duration of the agreement with the City of Arvin including any extensions provided. Said agreement(s) must run with the land(s). Alternatively, the tenant farmer shall be free to purchase said lands as well, and to amend the agreement with the city to include said lands in the agreement.

Should the tenant farmer amend the WDR to include lands outside of the city limits, the farmer is encouraged to annex said lands into the city limits should the lands be within the City of Arvin Sphere of Influence. If so desired, the tenant farmer will be responsible for all costs associated with this action.

ALLOWABLE CROPS

Per the WDR section C-1, "Water reclamation shall be limited to furrow or flood irrigation of fodder, fiber, and seed crops for nonhuman consumption". Note that since the permit was issued, the only crop that has been cultivated on the city and previous farmer land has been alfalfa hay. Should the new tenant farmer wish to continue this practice, it is not believed that any notification to the RWQCB or amendment shall be necessary. Should the tenant farmer desire to change the crop, it shall be the responsibility to do so with a crop that complies with the existing WDR, and shall communicate this change to the RWQCB as necessary. Should the tenant farmer desire to modify the crop to one that does not strictly comply with the WDR, it shall be a requirement that the tenant farmer must obtain an amendment to the permit as outlined in this memorandum.

DOCUMENTATION OF EFFLUENT EXPORTED TO THE LAND

The tenant farmer will be required to provide a detailed accounting of the volume of effluent exported from the treatment facility to the land covered by the permit. Unless otherwise modified by the city, the format of said accounting shall be a written report provided by the tenant farmer to the City Manager or their designee each month in an electronic (PDF) format via email. The report must indicate the volume of effluent in millions of gallons exported in that month with a narrative of the farming operations performed during the month (ex: stage of harvest, whether crops cultivated during the month, unusual circumstances, etc).

Additionally, the tenant farmer shall also be required to create and maintain an excel spreadsheet containing the same effluent quantities given in the report. The spreadsheet must be transmitted with the PDF report.

If additional lands not owned by the city are added to the permit, the tenant farmer must provide separate data of how much effluent is exported to said lands.

INSTALLATION OF A FLOW METER

There is no flow meter in existence which can be used to quantify the amount of effluent exported from the treatment facility. The tenant farmer shall be required to install an appropriate flow meter in an appropriate location that will likely be just outside of the WWTF prior to the first valves which split flow in different directions. All expenses for the planning of and installation of said meter shall be borne by the tenant farmer. Said flow meter(s) shall become the property of the City of Arvin once installed and accepted by the City of Arvin.

DOCUMENTATION OF MODIFICATIONS TO LAND AND SYSTEM

The tenant farmer shall be solely responsible for the maintenance of and modifications required to be done to the land and effluent delivery system which shall include (but shall not be limited to) all underground and at grade piping, valves, standpipes, pumps, electrical systems and controllers, reservoirs, fencing, signage, security gates/cables, portable restrooms, berms, tailwater trenches, and grades of the land to allow for proper drainage. Should modifications be necessary as determined by the tenant farmer, such modifications must be included in the monthly report of farming activities provided to the city. Provide pictures and or drawings as are necessary (or as requested by the City of Arvin) to explain what modifications were made and where.

Additionally, the tenant farmer, at their sole expense, shall be required to provide the following within 90 days following the five-year anniversary following the execution of an agreement with the city and each five year anniversary thereafter while the agreement is still in effect:

- 1) Detailed 3D AutoCAD files showing all elements of the city land both at grade and below grade.
 - a. Must include a detailed topographical survey with existing spot elevations of natural grades and surface features throughout the land.
- 2) PDF drawings developed from the AutoCAD files set on one or multiple sheets as necessary at 20, 30, or 40 scale.

Updated items 1 and 2 above shall be due to the city at the time of the expected or premature termination of the agreement with the city.

If the tenant farmer believes that any maintenance work or necessary improvements of the land or elements of the irrigation system are outside of the scope of it's work, and that additional compensation is owed to the tenant farmer, it must inform the city in writing along with an estimate of the cost. The City of Arvin will review such a claim, and will respond to the tenant farmer to either approve or dispute the claim. Should the tenant farmer proceed with any such work without the express consent and approval from the City of Arvin, no additional compensation will be due to the tenant farmer.

RESERVOIR CLEANUP AND MAINTENANCE

There are two existing reservoirs contained within the city owned land. One is an approximate 9-acre irrigation pond also known as "Payne Pond" and "Reservoir #4" located at the unpaved intersection of Comanche Drive and Millux Road. The other is an approximate 0.4-acre tailwater pond also known as the "Recirculation Pond" at the intersection of Rancho Road and Millux Road. Both reservoirs are in need of an initial cleanup followed by regular maintenance thereafter by the tenant farmer.

The tenant farmer shall be required, at it's sole expense, to perform an initial cleanup of both reservoirs within 180 days following the execution of an agreement with the city. Said cleanup must be done to the satisfaction of the City Manager or their designee, and shall include but not be limited to removal of overgrowth of vegetation and trees along the side slopes, berms, and beds of the reservoirs. Trees roots must be removed only if doing so will not compromise the structural integrity of the sidewalls of the reservoirs. Otherwise, the trees must be reduced to a stump at grade. Additionally, the tenant farmer will be required to remove and appropriately dispose of excessive silt and sedimentation within the bed of each reservoir.

The tenant farmer will also be required to stabilize the side slopes of the reservoirs as necessary. This may include the partial removal and required recompaction of the side slopes, installation of concrete (or shotcrete) or geotextile lining, and possible hydroseeding of the berms. The tenant farmer shall also be responsible for providing for adequate vermin and rodent control as failure to do so may result in compromised reservoir side slopes.

Following the successful initial cleanup of the reservoirs to the satisfaction of the City of Arvin, the tenant farmer will be required to maintain the reservoirs to the satisfaction of

the City of Arvin through the lifetime of the agreement. This shall also include the removal of debris and trash dumped into the reservoirs by unauthorized personnel.

SECURITY AND VANDALISM ABATEMENT

The tenant farmer is advised that the city farmland has been subject to regular unauthorized access by residents and other persons engaging in activities ranging from walking dogs, riding bikes, riding all-terrain vehicles and dirt bikes, and purposely damaging irrigation facilities and or stealing components believed to have redemption value at recycling facilities. All security precautions and vandalism abatement shall be the responsibility of the tenant farmer at it's sole expense. This shall include but not be limited to the installation of and maintenance of new fencing, pedestrian and vehicle gates and barriers, the replacement or repair of improvements damaged or stolen. The City of Arvin shall be provided with keys and or gate/lock codes for any security locks provided.

COORDINATION WITH TREATMENT PLANT OPERATOR

The tenant farmer will be required to coordinate regularly with the contract operator for the wastewater treatment plant. The plant operator shall be responsible to inform the tenant farmer if the water levels at the reservoirs are approaching the freeboard requirement as outlined in the WDR. The tenant farmer shall be required to inform the operator when it intends on exporting water. Doing so will require the tenant farmer to access and turn on and off one of two pumps located within the treatment facility yard. Additional coordination with one another may be required, and it shall be expected that both parties to work together.

FUNDAMENTAL CHANGES TO THE EFFLUENT SYSTEM

The tenant farmer may determine that the approach to the effluent management program should be modified significantly beyond the approach currently in place. The tenant farmer is encouraged to find new solutions to how the City of Arvin can effectively manage it's effluent. In such an event, the tenant farmer must first provide a proposed modification to the effluent and land management program. If approved, the tenant farmer would then be responsible for receiving approval by the RWQCB, followed by the implementation of the proposal. All costs associated with amending the permit (or crating a new permit) as well as implementation costs shall be borne entirely by the tenant farmer.

The city will place an emphasis on approving sustainable farming practices that can be implemented well beyond the sunset date of the agreement with the tenant farmer.

ACKNOWLEDGMENT OF ADDENDA

Project: City of Arvin Tenant Farming RFP

Respondent's Name: _____

The Responding firm(s) shall signify receipt of all Addenda here, if any:

Addendum Number	Date Received	Signature

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.

Signature(s) of respondents:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____