DATE: September 9, 2019

TO: Honorable Mayor and Members of the City Council through City Manager

FROM: Dan St. John, F.ASCE – Director, Public Works & Utilities Department
      Leah G. Walker, P.E. – Environmental Services Manager

SUBJECT: Resolution Authorizing Award of a Professional Services Agreement to Synagro-WWT, Inc. for the Hauling and Management of City Biosolids

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution authorizing a Professional Services Agreement with Synagro-WWT, Inc. (Synagro), for the Hauling and Management of City Biosolids.

BACKGROUND

The Ellis Creek Water Recycling Facility (ECWRF) is designed to treat 6.7 million gallons of municipal wastewater on an average dry weather day. The City of Petaluma’s ECWRF treated a total of 1,889 million gallons of wastewater in 2018 with an average dry weather flow of 4.33 million gallons per day. The processing of wastewater at ECWRF produces a nutrient-rich byproduct known as biosolids.

Biosolids consist of treated and tested sewage sludge that can be beneficially utilized as soil amendment and fertilizer. During the wastewater treatment process, solids made up of biomass and other non-organic matter are settled out of the wastewater stream to form sewage sludge. The sludge is then thickened and anaerobically digested to produce biosolids. After digestion the material is dewatered to produce biosolids with sixteen to eighteen percent solid material by weight.

The production and use of biosolids is governed by federal regulations 40 CFR part 503. The City produces Class “B” biosolids that are suitable for land application and crop harvesting under conditions in accordance with federal requirements. Class “A” biosolids undergo additional treatment for pathogen destruction and can be used in even more applications, but the ECWRF treatment process does not produce Class “A” biosolids.

The dewatered biosolids are conveyed into water-tight trailers that are hauled off-site for disposal or reuse at pre-approved sites. ECWRF has been producing approximately 7,500 tons of biosolids annually and has used contract haulers for the past ten years to truck biosolids from the
plant. Most of the ECWRF biosolids are hauled to the Hay Road Landfill in Solano County (approximately 54 miles away) to build landfill cells and as alternative daily cover. In 2017, the City began to diversify its biosolids management options by sending one 20-ton truck each week to Lystek’s Organic Materials Recovery Center in Fairfield (approximately 38 miles away) for Class “A” treatment.

**DISCUSSION**

In anticipation of the biosolids hauling contract expiring on June 30, 2019 (since extended to August 31, 2019) staff initiated a competitive process to select a contractor(s) to enter into a new agreement for biosolids management and hauling. The City issued a Request for Proposal (RFP) for the hauling and management of City biosolids on April 25, 2019 and circulated the RFP to eight companies providing hauling services, management services, or both.

The scope of services is different from the scope used in the last two contracts during the previous ten years. Staff separated the hauling of biosolids (transportation) from the management (reuse or disposal) of biosolids to encourage multiple bids for both hauling and management. Staff anticipated that separating the functions in different contracts might result in a better control of price and would allow the City greater control on the final disposition of biosolids. Contractors could bid on just the hauling and/or the management.

The hauling scope of services is similar to previous contracts and includes furnishing trailers, hauling vehicles, and providing the labor to bring empty haul trailers to the ECWRF’s trailer staging area, removing loaded trailers from the staging area or the loading bay, and hauling the biosolids from the plant to the designated biosolids management site.

The biosolids management scope of services is more specific on the type, quantity, and method of reuse or disposal options to be used by the contractor. As a generator of biosolids, the City is required to ensure that the transport and final disposition of its biosolids is in accordance with all federal and state regulations. In the past, the City used a method of paying a single price per ton for biosolids removal, which encouraged contractors to find the cheapest disposal method and has resulted in almost complete reliance on landfills to receive the City’s biosolids, a practice that will be nearly unavailable as a result of recent state legislation. With the exception of a small amount of recent deliveries to Lystek, the City previously made no investment in more sustainable biosolids management options. Due to the City’s vulnerability to cost increases and potential violations if it continues past practice, the City is developing longer-term biosolids strategies starting with this RFP.

In developing the RFP for biosolids management, staff implemented a strategy to ensure the continual, uninterrupted removal of biosolids from ECWRF while considering the changing constraints of environmental protection, new regulations, climate change, land availability, transportation costs, new technology, and regional collaboration. To ensure reliable cost-effective biosolids handling, staff encouraged proposers to include a diverse portfolio of reuse and disposal options.
Recent state legislation has focused on reducing the release of short-lived climate pollutants (greenhouse gases) to the atmosphere. Organic materials in landfills release methane, and legislation has mandated the reduction of organics in landfills. Accordingly, landfills will be unlikely to accept biosolids because by 2020 they must reduce the amount of organics by 50% and reduce methane emissions by 40% (from 2014 levels). These legislative changes drove staff to question the long-term availability of landfills as part of the City’s biosolids disposal strategy.

Accordingly, for the biosolids RFP the City established the following goals for biosolids management:

- Sustainable disposal and reuse options for the duration of the contract (five years)
- Preparation for long-term sustainability by securing a position in regional facilities and sites
- Dependable, reliable, high quality service
- Reasonable price
- Compliance with all requirements, including new limits on organics at landfills
- Diverse portfolio of disposal/reuse options to maximize use of lower cost options such as land application when available
- Encourage investment in new technology and development of regional facilities
- Reduce carbon emissions from trucking by limiting transport of biosolids long distances

The RFP encouraged proposals for biosolids management that reuse biosolids in a beneficial way, produce a usable product, and/or use biosolids in an environmentally sound manner. The scope of services specifically requires the following:

a. A minimum of ten percent of annual biosolids shall be processed in a facility that meets requirements to produce Class “A” biosolids. The Class “A” facility shall be located within 50 miles of the ECWRF.

b. A minimum of fifty percent of annual biosolids shall be land applied at sites within 100 miles of the ECWRF.

c. All other biosolids shall be processed, land applied, reused, or disposed at sites within 120 miles of ECWRF.

The distance limitations were included because many of the available disposal or reuse sites in northern California are located in the Central Valley at a distance of 150 miles or more.

The City has longer-term plans to develop more sustainable management methods closer to Petaluma to reduce the carbon footprint of transportation. Options to be investigated include developing onsite and offsite storage, identifying agricultural reuse sites within or near Sonoma County, and participating in regional programs. The City recently became a member of the Bay Area Biosolids Coalition to promote and participate in the development of additional long-term sustainable alternatives for biosolids management such as land application, composting, or enhanced treatment.

The City received one responsive proposal for biosolids management and hauling from Synagro and one responsive proposal for biosolids management from Lystek International Inc. No proposals were submitted for biosolids hauling. Unfortunately, without a proposal for hauling, the City could not consider the proposal from Lystek, nor could the City consider different
combinations of contractors to evaluate different prices. Synagro’s proposal includes Recology, the City’s current hauler, as a subcontractor for hauling, and a subcontract with Lystek for the Class “A” treatment facility. Initially, fifty percent of the City’s biosolids will be land applied on Synagro’s Solano County properties on summer weekdays (49 miles away), ten percent will go to Lystek (38 miles away), and the remainder will be used for alternative daily cover at the Portrero Hills landfill in Solano County (44 miles away). After the first year, Synagro will replace most of the deliveries to landfill with land application at its Silva Ranch site in Sacramento County (109 miles away).

The City had a limited response from the RFP solicitation, but Synagro’s proposal meets all the RFP requirements and goals, and the price is within the anticipated cost. The Synagro proposal was evaluated in accordance with criteria specified in the RFP. Categories used for evaluation included technical proposal and methodology, qualifications and experience, financial capability, and responsiveness and reliability. Staff believes the partnership of Synagro, Recology and Lystek will provide reliable and comprehensive services to the City.

The contract costs for biosolids hauling include a base charge per load for loading and unloading materials plus a transportation charge per mile based on the distance from ECWRF. Initial costs are shown in the table below. Annual adjustments are included in the contract for the cost of fuel and on the change in the U.S. Department of Labor Bureau of Labor Statistics All Urban Consumer Price Index – San Francisco Bay Area (CPI).

### Biosolids Hauling Services Cost Schedule

<table>
<thead>
<tr>
<th>Base Charge</th>
<th>Unit Cost $ / Load</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost for Loading and Unloading</td>
<td>$110.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transportation Charge</th>
<th>Unit Cost $ / Mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distance to Disposal Site</td>
<td></td>
</tr>
<tr>
<td>0 to 50 miles from ECWRF</td>
<td>$4.14</td>
</tr>
<tr>
<td>51 to 100 miles from ECWRF</td>
<td>$3.72</td>
</tr>
<tr>
<td>More than 100 miles from ECWRF</td>
<td>$3.32</td>
</tr>
</tbody>
</table>

The contract costs for biosolids management are based upon the actual quantity of biosolids managed during the billing period for each process or method on a unit cost per wet weight per standard ton (2,000 pounds) of biosolids managed. Wet weight means the as-is weight of the dewatered biosolids. Initial costs are shown in the table below. Annual adjustments are included in the contract based on the change in the San Francisco Bay Area CPI.

### Biosolids Management Services Cost Schedule

<table>
<thead>
<tr>
<th>Process/Method</th>
<th>Unit Cost $/Wet Ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class A</td>
<td>$98.25</td>
</tr>
<tr>
<td>Land Application</td>
<td>$38.54</td>
</tr>
<tr>
<td>Other</td>
<td>$50.00</td>
</tr>
</tbody>
</table>
Total annual costs for management and hauling are dependent on the amount of biosolids produced at the ECWRF. The expected biosolids production with high strength waste is approximately 8,200 wet tons per year; monthly production is expected to range from 600 wet tons per month up to 1,100 wet tons per month when the facility begins to take in high strength waste. Costs in the first year are based on the new contract starting in September 2019 with the addition of high strength waste occurring about the same time. The contract budget for hauling and management of biosolids for FY 19/20 is $595,000. As a comparison, costs for FY 18/19 are expected to be $361,500. The increase represents the substantial cost to move away from landfill, as mandated by state legislation, to more sustainable methods. Costs for FY 20/21 are expected to be $700,000 which reflects a full year at the new contract prices, an increase for CPI and diesel costs, and an allowance for two percent growth in the quantity of biosolids. The total estimated cost of the five-year contract is $3,710,000.

Staff recommends award of the professional services agreement for hauling and disposal or reuse of City biosolids to Synagro based on level of service, experience, and price.

PUBLIC OUTREACH

This agenda item appeared on the City’s tentative agenda document on Monday, July 1, 2019 which was a publicly-noticed meeting.

FINANCIAL IMPACTS

The agreement is for a period of three years at a projected cost of $2,045,000. The agreement can be extended for an additional two years, based on satisfactory performance, at an additional cost of $1,665,000. Over the five-year period through June 30, 2024, the cost shall not exceed $3,710,000. The total not to exceed amount includes a five-percent per year rate increase estimated by staff based on historical changes to the CPI and price of diesel fuel, and an increase in biosolids quantity of two-percent per year.

The proposed contract award is budgeted and funded through the sewer rates collected within the wastewater enterprise fund.

ATTACHMENTS

1. Resolution
2. Signed Professional Services Agreement
RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SYNAGRO-WWT, INC. FOR THE HAULING AND BENEFICIAL REUSE OR DISPOSAL OF CITY BIOSOLIDS

WHEREAS, biosolids production is inherent in the process of wastewater treatment; and

WHEREAS, the City has incorporated technology and systems for appropriate management of biosolids into the design and operation of the Ellis Creek Water Recycling Facility (ECWRF); and

WHEREAS, as part of the implementation of a sound management plan for biosolids produced at the ECWRF, the City intends to continue its existing practice of contracting for hauling and management of biosolids; and

WHEREAS, the City issued a Request for Proposals for the Hauling and Beneficial Reuse or Disposal of City Biosolids (“RFP”) on April 25, 2019, which was circulated to professionally qualified firms for responses; and

WHEREAS, the City received one responsive proposal to the RFP for biosolids management and one responsive proposal for biosolids hauling and management; and

WHEREAS, the proposals were reviewed based on criteria listed in the RFP, Section 4.4 Proposal Evaluation Process; and

WHEREAS, Synagro-WWT, Inc., submitted the only proposal to include management and hauling services; and

WHEREAS, Synagro-WWT, Inc. satisfied the City’s review of evaluation categories for technical proposal and methodology, qualifications and experience, financial capability, and responsiveness and reliability; and

WHEREAS, City staff has confirmed that the disposal and reuse sites proposed by Synagro-WWT, Inc. are existing sites operating with required permits and approvals for the biosolids management methods proposed; and

WHEREAS, Synagro-WWT, Inc. submitted a proposal demonstrating continuity and reliability; and

WHEREAS, the Project consists of the selection of a contractor to continue an existing City activity, and the contractor’s proposed disposal and reuse methods employ existing sites which are permitted, approved and in use for the methods proposed, the Project does not constitute a “project” under the California Environmental Quality Act (“CEQA”); see Title 14, Chapter 3, California Code of Regulations (“CEQA Guidelines”), Sections 15060(c) (2) and 15368.
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Petaluma hereby:

1. Approves the Professional Services Agreement included as Attachment 2 for Hauling and Management of City Biosolids for a period of three years through June 30, 2022 with an option to renew the agreement at staff discretion for one additional two-year period up to June 30, 2024 based on satisfactory performance, in a not to exceed amount of $2,045,000 for the base, 3-year term and $3,710,000 for the 5-year term if the option to renew is exercised.
2. Authorizes the City Manager or his designee to execute said agreement on behalf of the City of Petaluma, and to execute an amendment to exercise the renewal option.
PROFESSIONAL SERVICES AGREEMENT
Hauling and Management of City Biosolids
(Title of Project)

FY 19/20  Fund # 6600  Cost Center 66700  Object Code 54310  Project #   
Amount $595,000

For multi-year contracts or contracts with multiple accounts:

FY 20/21  Fund # 6600  Cost Center 66700  Object Code 54310  Project #   
Amount $700,000
FY 21/22  Fund # 6600  Cost Center 66700  Object Code 54310  Project #   
Amount $725,000
FY 22/23  Fund # 6600  Cost Center 66700  Object Code 54310  Project #   
Amount $805,000
FY 23/24  Fund # 6600  Cost Center 66700  Object Code 54310  Project #   
Amount $860,000
FY _____  Fund # ____  Cost Center ____  Object Code ____  Project # ____  
Amount $____

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into and effective
as of ______________, 20___ ("Effective Date"), by and between the City of Petaluma, a
municipal corporation and a charter city ("City") and Synagro-WWT, Inc., a ____ ("Contractor")
(collectively, the "Parties").

WHEREAS, the Parties enter into this Agreement for the purpose of Contractor providing
professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties
agree as follows:

1. **Services.** Contractor shall provide the services as described in and in accordance with the
schedule set forth in Exhibit "A1" and Exhibit "A2" attached hereto and incorporated
herein ("Services").

2. **Compensation; Business Tax Certificate.**
   A. For the full performance of the Services as described herein, City shall compensate
Contractor in accordance with the rates specified in Exhibit "A1" and Exhibit "A2".
   B. Contractor shall submit detailed monthly invoices reflecting all services performed
during the preceding month and including a revised schedule for performance and
additional documentation requested by City, as applicable.
   C. Contractor shall be compensated for services in addition to those described in
Exhibit "A1" and Exhibit "A2", only if Contractor and City execute a written
amendment to this Agreement describing the additional services to be performed
and the compensation to be paid for such services. In no case shall the total
compensation under this Agreement exceed $3,710,000 without prior written
authorization of the City Manager. Further, no compensation for a section or work
program component attached with a specific budget shall be exceeded without prior
written authorization of the City Manager.
   D. Notwithstanding any provision herein, Contractor shall not be paid any
compensation until such time as Contractor has on file with the City Finance
Department a current W-9 form available from the IRS website (www.irs.gov) and
has obtained a currently valid Petaluma business tax certificate.
E. City’s obligation to pay compensation to Contractor as provided herein is contingent upon Contractor’s performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.

3. **Term.** The term of this Agreement commences on the Effective Date and terminates on June 30, 2022, unless sooner terminated in accordance with Section 4. City may, in its sole discretion, and based on considerations of Consultant's performance under this agreement, extend this agreement for one additional two-year period up to June 30, 2024, and in a not to exceed amount of $3,710,000 for such period. Upon termination, any and all of City’s documents or materials prepared for Consultant and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement. Any such extension shall be in writing, signed by both parties.

4. **Termination.** City may terminate this Agreement without cause upon forty-five (45) days’ written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Consultant or Consultant’s bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Consultant shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Consultant shall be liable to City for any excess cost City incurs for completion of the Services.

5. **Contractor's Representation; Independent Contractor.** Consultant represents that Consultant possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Consultant and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.

6. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Consultant no facilities or equipment, unless the City otherwise agrees in writing to provide the same.

7. **Licenses, Permits, Etc.** Consultant shall, at Consultant’s sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.

8. **Time.** Consultant shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant’s obligations pursuant to this Agreement.
9. **Inspection.** Contractor shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done, and materials furnished, if any, shall be subject to inspection and approval by the City. The inspection of such work shall not relieve Contractor of any of its obligations pursuant to this Agreement.

10. **Progress Reports.** Upon the City's request, Contractor shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Contractor's performance of the Services.

11. **Confidentiality.** In the course of Contractor's employment, Contractor may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Contractor shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.

12. **Conflict of Interest.** Contractor represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Contractor further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Contractor represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Contractor will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Contractors are subject to the requirements, including the disclosure and reporting requirements, of the City's Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Contractors subject to the City's Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Contractor agrees to comply fully with all such requirements to the extent they apply to Contractor's performance of the Services.

13. **Contractor No Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

14. **Standard of Performance.** Contractor shall perform all the Services in a manner consistent with the standards of Contractor's profession. All instruments of service of whatsoever nature, which Contractor delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of Contractor's profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.

15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
16. **Subcontractors.** Contractor shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.

17. **Compliance With All Laws.** Contractor shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Contractor’s failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or entity provides compensation for any Services, Contractor shall comply with all rules and regulations applicable to such fiscal assistance.

18. **Living Wage Ordinance.** Without limiting the foregoing Section 17, Contractor shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the “Living Wage Ordinance”), as the same may be amended from time to time. Upon the City’s request Contractor shall promptly provide to the City documents and information verifying Contractor’s compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement as Exhibit C, shall be a part of this Agreement for all purposes, and Contractors that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit C in accordance with the requirements of the Living Wage Ordinance. Contractor’s noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City’s termination of this Agreement pursuant to Section 4 hereof.

19. **Discrimination.** During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.

20. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice is effective upon delivery;
(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
(iii) nationally recognized overnight courier, with charges prepaid or charged to the
sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or

(iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient’s time or on a nonbusiness day.

City: City Clerk
City of Petaluma
Post Office Box 61
Petaluma, California 94953
Phone: (707) 778-4360
Fax: (707) 778-4554
Email: cityclerk@ci.petaluma.ca.us

And:
Dan St. John, F.ASCE
Director, Public Works and Utilities Department
202 N. McDowell Boulevard
Petaluma, CA 94954
Phone: 707-776-3777
Fax: 707-656-4067
Email: mpierce@cityofpetaluma.org

Contractor: General Counsel
Synagro-WWT, Inc.
Al Slepian
435 Williams Court, Suite 100
Baltimore, MD 21220
Phone: 443-489-9000
Fax: 443-489-9075
Email: aslepian@synagro.com

21. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Contractor without the written consent of City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative.

22. **Indemnification.** To the maximum extent permitted by law, Contractor shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers (“Indemnitees”) from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature, whether actual, alleged or threatened, arising out of or in
connection with the Services or Contractor’s failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

The Contractor’s obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Contractor’s inability to evaluate Liability, or because the Contractor evaluates Liability and determines that the Contractor is not or may not be liable. The Contractor must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding has been extended by an authorized representative of the City in writing. If the Contractor fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Contractor under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Contractor accepts the tender, whichever occurs first. In the event that the City must file responsive documents in a matter tendered to Contractor prior to Contractor’s acceptance of tender, Contractor agrees to fully reimburse all costs, including but not limited to attorney’s fees and costs and fees of litigation, incurred by the City in filing such responsive documents.

The Contractor waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Contractor arising out of or in connection with the Services or Contractor’s failure to comply with any of the terms of this Agreement. The defense and indemnification obligations of this Agreement shall no way be limited by, the insurance obligations that apply to this Agreement pursuant to Section 23.

Notwithstanding the foregoing, to the extent this Agreement is a “construction contract” as defined by California Civil Code Section 2783, as may be amended from time to time, Contractor’s duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code Section 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Contractor’s duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

23. **Insurance.** Contractor shall comply with the “Insurance Requirements for Contractors” in Exhibit B, attached hereto and incorporated herein by reference.

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. City’s failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City’s failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

24. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.
25. **Litigation.** If litigation ensues which pertains to the subject matter of Contractor’s services hereunder, Contractor, upon request from City, agrees to testify therein at a reasonable and customary fee.

26. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.

27. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.

28. **Non-Waiver.** The City’s failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

29. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

30. **No Third-Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.

31. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.

32. **Contractor’s Books and Records.**
   
   A. Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.

   B. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.

   C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor’s address indicated for receipt of notices in this Agreement.
D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor’s business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in Petaluma City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor’s representatives, or Contractor’s successor in interest.

33. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.

34. **Survival.** All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination or expiration of this Agreement.

35. **Force Majeure.** Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party’s personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornades, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party’s reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances. This provision provides performance (including schedule) and financial relief if a Force Majeure event interferes with the Contractor’s performance.

36. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.
IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.

CITY OF PETALUMA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACTOR

By

Name

Title

Address

City, State, Zip

Taxpayer I.D. Number

Petaluma Business Tax Certificate Number

file name: S:\Environmental Services\Biosolids\RFP 2019\Synagro PSA\Professional Services Agreement Synagro biosolids (002) REVISED 08-06-2019.doc
EXHIBIT A-1
SCOPE OF SERVICES

FOR THE HAULING OF BIOSOLIDS FROM
THE ELLIS CREEK WATER RECYCLING FACILITY

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SECTION 1 GENERAL CONDITIONS AND REQUIREMENTS

1.1 DEFINITIONS

Whenever used in this Scope of Services, the following terms have the meanings indicated in this Section and meanings are applicable to both the singular and plural thereof. If a word which is entirely in upper case in these definitions is found in lower case this Scope of Services, then the lower case word will have its ordinary meaning.

Agreement - The Professional Services Agreement including associated exhibits, the Scope of Services (all required certificates, affidavits and other documentation), amendments to the Agreement, executed between the CITY and the CONSULTANT covering the Services to be performed.

Amendment - A document, which is signed by the CONSULTANT and the CITY, and authorizes an addition, deletion, or revision of the Scope of Services, or an adjustment in the compensation for services or the Schedule of Services, issued on or after the Effective Date of the Agreement.

Biosolids - Municipal wastewater sewage sludge and other liquid wastes that have been anaerobically digested and dewatered.

Calendar Day – A calendar day of 24 hours measured from midnight to the next midnight.

CITY - The City of Petaluma or a designated representative of the City of Petaluma.

CONSULTANT or CONTRACTOR - The individual, partnership, corporation, joint-venture, or other legal entity with whom the CITY has executed the Agreement.

Deficiency – Where the CONSULTANT has been found to be in violation of the Agreement requirements, ECWRF operations or safety requirements, or local, state, or federal laws or regulations applicable to the Services.

Disposal Site - means the location where any final treatment, utilization, processing, or deposit of biosolids occurs. City shall designate Disposal Site(s).

ECWRF - Ellis Creek Water Recycling Facility, the CITY’s wastewater treatment plant located at 3890 Cypress Drive, Petaluma, CA 94954 and the adjacent oxidation pond site at 4400 Lakeville Hwy, Petaluma, CA 94954.

Haul Vehicle - means any truck, trailer, semi-trailer, tractor/trailer combination or any self-propelled or motor-driven vehicle used on any public highway for transporting biosolids for reuse, processing, or disposal.

Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 U.S.C. Section 6906) as amended from time to time and shall
mean any material that is subject to the Hazardous Waste Manifest Requirements of the U.S. Environmental Protection Agency specified in 40 CFR Part 262.

**Invoice** - The form accepted by the CITY which is to be used by the CONSULTANT to request monthly payments for services and which is to be accompanied by such supporting documentations as are requested by the CITY or required by the Agreement.

**Laws or Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes, and/or orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

**Loading** – includes staging and positioning haul trailers; connecting the haul trailer to the tractor; shuttling trailers to the Trailer Staging Area; inspecting the trailer and load before departure from the ECWRF; repositioning the load; cleaning the trailer exterior and tires of all loose biosolids; inspecting, deploying, and securing the trailer cover prior to hauling a loaded trailer from the ECWRF; and all other requirements as specified in this Agreement.

**NOD, Notice of Deficiency** – An official notice issued by the CITY to the CONSULTANT for a deficiency in providing Services described in this Agreement.

**Project Plan** – A biosolids hauling plan that fully describes the operations involved with providing the Services to the CITY.

**Trailer Staging Area** – refers to an area used to park empty and loaded haul trailers at the ECWRF site in order to shuttle empty trailers to and loaded trailers from the loading bay at the Screw Press Building. The Area is used to stage trailers loaded with biosolids prior to removal from the site.

**Ton (or Tonnage)** – means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound is sixteen (16) ounces.

**Trailer, Haul Trailer** - means an end dump semi-trailer with special equipment legally used for staging or transporting biosolids on any public highway in the State. Trailers must be water-tight end-dump semi-trailers with covers suitable for transporting biosolids. Trailers must be furnished with permanent plastic trailer bed liners or approved equal for loading at the ECWRF to ensure trailers dump efficiently and prevent spills.

**Truck, Haul Truck** - means a tandem axle semi-truck tractor legally used for transporting a haul trailer loaded with biosolids at gross combined weight of 80,000 pounds on any public highway in the State.

**Work** - Performance of Services as described in this Agreement.

**Working Day** - Any day except Saturdays, Sundays and CITY holidays.

1.2 **QUALIFICATIONS**
A. CONSULTANT shall have at least three (3) years of recent experience and financial capability to provide full services managing and executing similar agreements for biosolids removal. CONSULTANT shall have experience providing reliable service hauling biosolids. CONSULTANT shall supply comprehensive information regarding its qualifications and recent experience completing similar services agreements, its financial and bonding capabilities, and experience in hauling of biosolids for CITY review and acceptance.

B. CONSULTANT’S haul truck drivers providing Services to the CITY shall have at least three years of commercial over-the-road experience driving semi-trucks similar to the haul vehicles and shall have had no misdemeanor moving violations or preventable accidents for beginning one year prior to the Agreement term and throughout the Agreement term in either commercial or personal vehicles.

1.3 GENERAL LIMITATIONS AND REQUIREMENTS

A. CONSULTANT shall obtain a business license from the City of Petaluma prior to contract execution. Processing of a business license takes approximately ten business days. CONSULTANT shall apply for a business license no later than five calendar days following the Award of the Agreement.

B. CONSULTANT shall be responsible for the protection from its activities of public and private property at and adjacent to the site and the Disposal Site(s), and shall exercise due caution to avoid damage to such property. CONSULTANT shall repair or replace all existing improvements that are damaged or removed as a result of its operations, at no cost to the CITY. If CONSULTANT fails to make any repair or replacement when required by CITY, CITY may in addition to all other available remedies, repair or replace or have repaired or replaced the damaged or removed improvements and deduct the cost from amounts due or that may become due to CONSULTANT under the Agreement.

C. The ECWRF is an operating municipal wastewater treatment plant and the CONSULTANT shall coordinate all Services that occur at the ECWRF site with the CITY and the CITY’s other contractors and service providers and shall not in any way impede or impair the operations of the treatment plant or other work at the site.

D. All vehicles utilized by the CONSULTANT in the performance of this Contract shall be kept in a clean, operable, and safe condition acceptable to the CITY at all times and vehicles and drivers shall present a respectable image to the community.

1.4 ECWRF ACCESS AND TRAFFIC CONTROL

A. CONSULTANT’s haul vehicles shall enter and exit only at the designated entrance gate to the ECWRF. The site plan for the ECWRF is shown on drawings included as Attachment A-3.

B. The speed limit on the ECWRF shall be ten (10) miles per hour maximum for all vehicles. On the ECWRF site the CONSULTANT’s haul vehicles shall be limited to designated roadways and shall follow haul routes designated by CITY.
C. CONSULTANT shall take all necessary steps to minimize inconvenience to the treatment plant operations and the public throughout the performance of Services. No public or treatment plant driveways, fire lanes, or roads shall be blocked by CONSULTANT’s vehicles and safe access shall be maintained for treatment plant operations and the public at all times.

D. CONSULTANT may not use CITY’s ECWRF for repairs or storage of equipment and supplies.

1.5 CONSULTANT’S REPRESENTATIVE

A. CONSULTANT shall designate in writing before starting work an authorized representative who shall have the authority to represent and act for the CONSULTANT for the duration of the Agreement. Any change in the designation shall require prior review and acceptance by CITY.

B. When CONSULTANT is comprised of two or more persons, firms, partnerships or corporations functioning on a joint venture basis, said CONSULTANT shall designate in writing before starting work, the name of one authorized representative who shall have the authority to represent and act for the CONSULTANT.

C. In the case of urgency or emergency where CONSULTANT’S authorized representative is not present on any particular part of the work and where the CITY wishes to give notification or direction, it will be given to and be obeyed by any of the CONSULTANT”s workers in the area.

1.6 SAFETY REQUIREMENTS

A. CONSULTANT shall comply with all CAL/OSHA, Department of Transportation and all other applicable safety requirements. It shall be the CONSULTANT’S sole responsibility for making sure that these safety requirements are met, and the CONSULTANT shall fully assume all liabilities for any damages and/or injuries resulting from its failure to comply with the safety requirements. Failure on CITY’S part to stop unsafe practices shall, in no way, relieve the CONSULTANT of its responsibility.

B. CONSULTANT shall inform all workers of the hazards and safety procedures associated with handling biosolids and working at a wastewater treatment facility where raw wastewater, biosolids, hazardous chemicals, and other hazards may be present. CONSULTANT shall be responsible for directing all its workers to strictly adhere to the approved methods for safely conducting work at a wastewater treatment plant and associated with handling biosolids. No work shall proceed until each CONSULTANT worker understands the scope of the work and all safety rules and work procedures to be followed. CONSULTANT shall not allow a new employee to begin any work on CITY projects without a full and proper safety orientation. CONSULTANT shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to the following:

1. All persons at the Site and other persons and organizations who may be affected thereby.
2. All of the Services and materials and equipment to be used to perform the Services as described herein, whether on or off the Site.

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the performance of the Services.

C. CONSULTANT shall inform all workers that the ECWRF is a wastewater treatment facility and each worker shall review ECWRF site safety procedures and shall sign a contractor safety checklist prior to commencement of any work at the treatment plant as required by CITY.

D. CONSULTANT shall notify CITY within two hours of any reportable accident, injury, or occupational illness occurring during the performance of Services for this Agreement or occurring to CONSULTANT’s workers while at the ECWRF.

1.7 RESTORATION OF EXISTING FACILITIES

A. Whenever existing facilities/improvements such as pavements, berms, roads, signs, curbs, or other improvements, have been damaged by CONSULTANT’S operation, such facilities/improvements shall be restored/repaid to their original conditions as required by CITY. All costs involved in restoring existing facilities/improvements shall be borne by CONSULTANT and no additional compensation will be allowed therefore.
SECTION 2 SPECIFIC REQUIREMENTS FOR SERVICES

2.1 DESCRIPTION OF SERVICES

A. General

CONSULTANT shall furnish the necessary resources for hauling of CITY’s biosolids produced at the Ellis Creek Water Recycling Facility (ECWRF).

B. Wastewater Treatment Facility Operations

The ECWRF is designed to treat 6.7 million gallons per day (average dry weather flow) of municipal wastewater from the City of Petaluma. During normal operations, the ECWRF will stabilize and dewater biosolids using the following treatment processes: headworks equipment for screening and grit removal; oxidation ditches with activated sludge treatment; and mesophilic anaerobic digestion. Digested sludge is stored in a sludge storage tank prior to dewatering by a low-speed rotary screw press, and transferred by shaftless screw conveyors into haul trailer pre-positioned in a loading bay adjacent to the Screw Press Building. The loaded trailer will be shuttled to the Trailer Staging Area by CITY using a CITY-owned semi-truck tractor (Yard Mule) or hauled from the ECWRF site by CONSULTANT.

C. Biosolids Hauling

CONSULTANT shall furnish the trailers, haul vehicles and labor to bring empty haul trailers to the ECWRF’s Trailer Staging Area, remove loaded trailers from the Trailer Staging Area or the loading bay, and transport the biosolids from the ECWRF on public roads to Disposal Site(s) designated by CITY, and unload trailers at Disposal Site(s).

D. Biosolids Estimated Quantity

During normal operation of the ECWRF dewatering process, the production of dewatered biosolids is estimated to be in the range of six hundred (600) wet tons to one thousand one hundred (1,100) wet tons per month.

2.2 LOCATION OF TREATMENT FACILITY

A. The biosolids will be generated at and removed from ECWRF, located at 3890 Cypress Drive, Petaluma, CA 94954. ECWRF is adjacent to and west of Lakeville Highway (State Highway 116) approximately two miles south of the intersection of Lakeville Highway and State Highway 101, in Petaluma, Sonoma County, California, 94954. See Attachment A-3 for maps, figures, and drawings showing the general location of the ECWRF and access roads.

B. The biosolids loading bay and trailer staging area are at the ECWRF in the vicinity of Building 17, the Screw Press Building, as shown in Attachment A-3. Access and egress
to Building 17 and Trailer Staging Area at the ECWRF site shall be by routes designated by CITY.

2.3 LIST OF SERVICES

The Services to be performed by CONSULTANT under this Agreement shall include, but are not limited to, the following:

A. Furnishing all labor, materials, equipment, and maintenance required for hauling biosolids generated by CITY’s ECWRF commencing after issuance of the Notice to Proceed.

B. Coordinating with CITY to bring CONSULTANT-owned empty trailers to, and remove loaded trailers from, the ECWRF on a regular schedule, approximately six (6) days per week except under special circumstances and when CITY authorizes a modification to the regular removal schedule. The hauling schedule shall be flexible, allowing the CITY to add or subtract loads as required. CITY must approve any permanent schedule change.

C. Transporting biosolids to and unloading biosolids at CITY-designated Disposal Site(s).

D. Providing additional hauling services if CITY requires additional biosolids removal, such as might be caused by special operational circumstances, high inflow volumes, or process or equipment problems. In such event, CITY reserves the right to require CONSULTANT to perform additional hauling services, bring empty trailers to and remove loaded trailers from the ECWRF, upon 18-hour prior notice by CITY.

E. Providing equipment and drivers that have current registration and licensing required to transport biosolids. Drivers shall have had no misdemeanor moving violations beginning one year prior to the Agreement term and throughout the Agreement term.

F. Furnishing and maintaining at least four (4) water-tight end-dump semi-trailers with covers suitable for transporting biosolids at the ECWRF for CITY to use during dewatering to load, shuttle, and stage biosolids. CONSULTANT shall ensure that CITY has the optimum number of trailers for efficient operations and shall provide additional trailers as required.

G. Loading of haul trailers, including inspecting the trailer and load; repositioning the load; cleaning the trailer exterior and tires of all loose biosolids; inspecting, deploying, and securing the trailer cover prior to hauling a loaded trailer from the ECWRF or shuttling a trailer to the Trailer Staging Area. It shall be the responsibility of CONSULTANT’s drivers to ensure that the trailer tarp cover is correctly tied down and properly secured on trailers that they transport from the Site.

H. Removing the tarp from all empty trailers arriving at the Site, except as approved otherwise by CITY, such as during rainfall events.
I. Furnishing permanent plastic trailer bed liners or approved equal for loading at the ECWRF as required and as approved by CITY to ensure trailers dump efficiently and to prevent spills.

J. Coordinating the schedule to bring empty trailers and remove loaded trailer(s) from the ECWRF between approximately 7:00 A.M. and 4:00 P.M, unless another operating schedule for the Services is approved by CITY.

K. Checking-in at the ECWRF Operations Office by CONSULTANT’s drivers, logging-in and receiving direction for placement of the empty trailer transported to the Site, receiving direction regarding the loaded trailer to be transported from the Site, and filling out the manifest for the trailer load to be hauled. A final manifest must be provided that includes the weight of each load to CITY.

L. Obtaining all permits, authorizations, and exemptions, paying all fees, and complying with all federal, state and local laws and regulations, permits, codes, ordinances, and requirements for biosolids handling and hauling.

M. Furnishing other materials and equipment or providing other services required to complete the Services as described in this Scope of Services.

2.4 SUBMITTALS

A. CONSULTANT shall submit to CITY for review in the time specified or in ample time for each to serve its purpose such schedules, requests, invoices, reports, permits, and other information as are specified in the Agreement or reasonably required for execution, monitoring, or control of CONSULTANT’s Services.

B. Submittal List

1. Proof of a current City of Petaluma Business License

2. A Project Plan for review and acceptance by CITY describing the proposed means of biosolids hauling and other required Plan information. The initial Project Plan shall be submitted within ten (10) working days after the Notice to Proceed. Subsequent Project Plans with updates including changes to operations plans and contact information shall be submitted as changes occur.

3. Written designation of CONSULTANT’s representative. Communication and emergency contact information including Email addresses, cell phone numbers and emergency phone numbers for all CONSULTANT and CITY personnel responsible for providing and managing the hauling Services, within ten (10) working days after the Notice to Proceed and again as changes occur.

4. A Traffic Plan and a Spill Response and Prevention Plan for biosolids removal, including spill response, notification, and reporting procedures if biosolids are accidentally spilled on-site or spill off-site such as on public roadways shall be submitted within ten (10) working days after the Notice to Proceed. An updated plan shall be submitted as changes occur. The Spill Response and Prevention Plan shall address prevention of spills or leakage, especially during rainstorm events.
The Plan shall include, but shall not be limited to, all information required by law and shall include the following:

a. A description of all regular routes to be used for hauling, and emergency alternate routes.
b. Emergency contact information and notification procedures.
c. Personal protective equipment requirements.
d. Response instructions for a spill occurring onsite.
e. Response instructions for a spill occurring during biosolids transport.
f. Description of spill equipment to be maintained in each haul vehicle.
g. Response instructions for emergency storage or disposal in the event of a storage or processing facility failure.
h. Response instructions if hazardous or other unauthorized material is found in load.

5. Copies of permits, approvals, exemptions, authorizations, licenses, reports and certifications applicable to the Services and updates of any these documents that are revised or renewed during the duration of the Agreement, within thirty (30) days of a written request.

C. Project Plan

1. The Project Plan shall include type, size, capacity, and number of the equipment that are proposed to be used, dimensions and type of trailers to be used, and days and times of pick up and of return of haul containers to the ECWRF.

2. The Project Plan shall include an example of the format for monthly reports as defined in Section 2.5.A.5.

3. The Project Plan shall include a map depicting haul routes to CITY-designated Disposal Sites.

4. The Plan shall include copies of all permits and approvals required for the proposed hauling of biosolids.

5. The Plan shall include a typical example of CONSULTANT’s monthly invoice. The monthly invoice example shall include a typical monthly trailer haul log and weight ticket.

2.5 BIOSOLIDS REMOVAL

A. General

1. CONSULTANT shall maintain compliance with applicable requirements of all federal, state and local laws and regulatory agencies having jurisdiction over the Services covered under this Agreement, including, but not limited to the regulatory requirements in effect as of the commencement of this Agreement. Requirements applicable to the Services include, but are not limited to, the following:

   a. RWQCB NPDES Final Order No. R2-2016-0014, NPDES Permit No. CA0037810 (San Francisco Regional Water Quality Control Board,
National Pollutant Discharge Elimination System Permit for City of Petaluma

2. CONSULTANT must possess and maintain in effect for the duration of this contract all necessary regulatory approvals, permits, licenses and certifications required to haul the biosolids.

3. CONSULTANT shall submit an annual report of total biosolids hauled to each City-designated Disposal Site, and other information required by regulation and by CITY. CONSULTANT shall submit the annual report to CITY by January 45-20 each year for the previous calendar year.

4. CONSULTANT shall submit weight tickets to verify the quantities of CITY’s biosolids hauled. Weight tickets shall have as a minimum the following information:
   a. Weight Ticket/Receipt Number
   b. Name of Hauler
   c. Trailer License Number
   d. Customer Name (City of Petaluma)
   e. Source (Ellis Creek Water Recycling Facility)
   f. Date
   g. Time
   h. Gross, tare, and net weight
   i. Signature of weigh station attendant

5. CONSULTANT shall submit a report monthly that shall include receipts, manifests, and a trailer load log for all biosolids hauled, organized in chronological order showing date, trailer number, gross and tare haul vehicle weights and net load weights with weight ticket number, destination sites, and other load information. Monthly reports also shall include a status report regarding Agreement requirements and any proposed Project Plan changes for CITY review and acceptance.

6. CITY reserves the right to inspect and observe all aspects of CONSULTANT’s activities relating to the Services without prior notice or CONSULTANT’s knowledge.

7. CONSULTANT shall notify CITY as soon as possible but no later than twenty-four (24) hours should a local, state or federal regulatory agency find the CONSULTANT in violation of laws or regulations of its permit(s). CONSULTANT shall provide details on how it plans to correct or mitigate the violation. Failure to notify CITY within the indicated time frame may result in CITY exercising its right to treat such non-performance as an event for which CONSULTANT agrees to pay liquidated damages.

8. CONSULTANT shall notify CITY within two (2) hours of any reportable accident or spill occurring during the performance of Services for this Agreement.

B. Loading, Staging and Hauling Equipment

1. Haul Trailers
a. CONSULTANT shall furnish steel or aluminum body end dump, water-tight, equipped with permanent plastic bed liners or approved equal, semi-trailers in near-new condition with sturdy easily deployed covers suitable for loading, staging, and transporting biosolids over State highways. Trailers shall have a minimum volume capacity of 42 cubic yards, a minimum length of 36 ft. and a maximum length of 40 feet. The trailers shall easily fit into the loading bay as shown on the drawing in Attachment A-3. Trailers shall be Travis Classic Frameless trailers, or approved equal.

b. Haul trailers shall comply with Department of Transportation requirements for the transportation of biosolids over State Highways.

c. CONSULTANT shall ensure that CITY has the optimum number of trailers for efficient operations, shall provide a minimum of four (4) trailers designated for the ECWRF at all times, and shall provide additional trailers as required. Trailers shall be maintained by CONSULTANT. If a trailer is identified by the City as being deficient or difficult to load, tarp, or shuttle, that trailer shall not be used for the work and shall be removed from the Site by CONSULTANT within five (5) calendar days and replaced.

2. CONSULTANT may propose the installation and use of additional equipment at the ECWRF to facilitate loading, staging, or hauling of biosolids in CONSULTANT's trailers such as equipment to control odors, vectors, or rainwater provided the equipment and installation is reviewed and approved by CITY. If the equipment and installation is approved by the CITY, CONSULTANT shall pay all costs of furnishing and installing the equipment at no additional expense to CITY.

C. Biosolids Quality

1. The ECWRF produces biosolids that do not constitute a hazardous waste as defined by Chapter 11, Division 4.5, Title 22 of the California Code of Regulations.

2. Biosolids average between 15 percent and 22 percent total solids by weight, on an average monthly basis.

3. CITY makes no representation that the biosolids produced by the ECWRF will have a particular viscosity, characteristic, or quality except as identified herein.

D. Biosolids Removal Procedures

1. The ECWRF dewatering process normally operates on a regular schedule and produces dewatered biosolids seven (7) days per week. Dewatered biosolids shall be removed from the ECWRF on a regular schedule. Fully loaded and partially loaded trailers shall be removed as directed by CITY staff, and the hauling schedule shall not restrict the production of biosolids.

2. CONSULTANT's labor and haul truck drivers at the ECWRF site shall be courteous and neat and clean in appearance and shall have sufficient proficiency in English speaking skills to communicate clearly and understand verbal and written directions given by the ECWRF operations staff and as required to perform Services for CITY.
3. During normal operations, ECWRF operators will shuttle trailers to and from the Trailer Staging Area and the loading bay as the dewatering process dictates. Periodically, CONSULTANT’s drivers shall be required to provide shuttling services. ECWRF operators will identify exactly which trailers need to be moved and where they need to be moved.

4. Empty trailers transported to the ECWRF shall be logged-in and parked at the Trailer Staging Area or positioned in the biosolids loading bay or placed at another onsite location as directed by ECWRF operations staff. Loaded trailers shall be inspected and hauled from the Trailer Staging Area or from the biosolids loading bay or other onsite location as directed by ECWRF operations staff.

5. All haul trailers shall have a vehicle license number and CONSULTANT shall use the trailer vehicle license number as an identification number on all weight tickets and load logs.

6. At any time, CITY may inspect haul vehicles or request for review copies of driving licenses, registrations, driving record, on-board spill response and safety equipment, or may interview CONSULTANT’s drivers. If CITY identifies that a haul vehicle or driver violates CITY, local state or federal laws, regulations or policies, or do not meet the requirements of the Agreement CITY may issue CONSULTANT a NOD (Notice of Deficiency). CONSULTANT’S haul vehicle or driver may be required to stop providing Services to CITY when issued a NOD until the deficiency has been corrected and the vehicle or driver has received and passed re-inspection.

E. CONSULTANT Responsibilities

1. CONSULTANT shall be responsible for all federal, state, and local regulatory requirements for the lawful transport and unloading of biosolids. The CONSULTANT shall not exceed the gross road, bridge, or highway weight allowances in pounds when loaded, based on the length of the truck, number of axles or 80,000 lbs., whichever is lower.

2. CONSULTANT shall be responsible to provide training to all its drivers on CITY policies and procedures and the approved Spill Prevention and Response Plan and shall ensure that all haul vehicles used for CITY biosolids contain the approved Spill Prevention and Response Plan and spill cleanup equipment.

3. CONSULTANT’s drivers shall be subject to regular testing by CITY personnel for knowledge of CITY policies and procedures, and the spill prevention and response plan. Non-compliance with plant policies or lack of training and preparedness of CONSULTANT’s drivers may result in CITY issuing the CONSULTANT a NOD.

4. CONSULTANT shall be responsible for reporting within two hours to the regulatory agencies having jurisdiction and to CITY’s designated emergency contact person the occurrence of any reportable spill of biosolids while being transported or at the Disposal Site or any reportable accident involving a vehicle carrying the City’s biosolids. Failure to immediately report a spill of biosolids or an accident may be subject to liquidated damages in accordance with Attachment A-2.
5. CONSULTANT shall be responsible for the cleanup of all spills of biosolids while being transported or at the Disposal Site to the satisfaction of the regulators and CITY. In the event of undue delay, CITY may authorize its staff or any third party to perform required cleanup tasks. CONSULTANT shall be responsible for paying all costs to clean up a spill as required and shall pay all fines and penalties assessed by regulatory agencies because of the spill.

2.6 COMPENSATION, INVOICING, AND PAYMENT

A. Measurement and Payment

1. For and in consideration of the Services performed by CONSULTANT as described in this Agreement, CONSULTANT shall invoice CITY and CITY shall compensate CONSULTANT pursuant to Section 2.6.A.2, for the hauling of and reuse or disposal of biosolids, except as noted in Sections 2.6.C “Liquidated Damages and Non-performance”, and 2.7 “Adjustment to Compensation”, and as otherwise agreed to in writing by both parties. CONSULTANT agrees that the compensation specified herein includes all of its overhead, capital costs, permit fees, reporting fees, verification and training fees, and represents all costs to load, transport, and unload the biosolids including but not limited to furnishing all labor, equipment, materials, vehicles, fees, maintenance, insurance, permitting, monitoring, and reporting as described herein. No other expenses or costs associated with the Services may be invoiced to City.

2. CONSULTANT’s costs to CITY for hauling of CITY’s biosolids shall include:
   a. A base charge per load for Loading of trailers at ECWRF and for unloading at the designated Disposal Site, AND
   b. A transportation charge per mile for transport of the biosolids to the designated Disposal Site.

The base charge and transportation charge shall be shown in the schedule set forth in Attachment A-1 included hereto and incorporated herein.

B. CONSULTANT shall submit invoices for payment monthly that shall include an invoice summary, a load log summary for all biosolids hauled, mileage records, certified receipts (i.e. weight tickets) for all loads hauled from weigh stations and/or Disposal Sites, and any other information required to substantiate invoices. CITY will process the approved invoice after satisfactory review of the payment request and supporting documents.

C. Liquidated Damages and Non-performance

1. CITY and CONSULTANT find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by CONSULTANT of its obligations under this Agreement. The factors relating to the impracticality of ascertaining damages include, but are not limited to, the fact that:
   a. Substantial damage may result to CITY from impairment to its wastewater program due to non-conforming Services.
b. Substitute performance for non-conforming Agreement Services may be available at substantially higher cost than the Agreement Services and the monetary loss resulting from delay in obtaining substitute Services is impossible to calculate in precise monetary terms.

c. The termination of this Agreement for such breaches, and other remedies may, at best, be a means of future correction and not necessarily a remedy that makes CITY whole for past breaches.

CITY and CONSULTANT recognize that if CONSULTANT fails to perform the Services as required, CITY will suffer damages and that it is, and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which CITY will suffer. Therefore, without prejudice to CITY’s right to treat such non-performance as an event of default, CITY and CONSULTANT agree in accordance with California Government Code Section 53069.85 that the liquidated damage amounts shown in Attachment A-2 represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the range of harm to CITY that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

2. CITY may determine the occurrence of events giving rise to Liquidated Damages through the observation of its own employees or representatives or investigation of complaints by regulatory agencies, land owners, or the public.

3. Liquidated Damages will typically be deducted from CONSULTANT invoices by the CITY within 30 calendar days of the date the Liquidated Damages are assessed.

4. CONSULTANT agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in the Schedule of Liquidated Damages, included as Attachment A-2 of this Scope of Services. Such damages as set forth in the Schedule of Liquidated Damages are milestones for use in assessing the Liquidated Damages for failure to timely perform certain aspects of the Services.

5. City may assess Liquidated Damages for failure to timely perform the Services in accordance with Attachment A-2, subject to the same annual adjustments, as are specified in Section 2.7 Adjustment to Compensation.

2.7 ADJUSTMENT TO COMPENSATION

A. The charges shall be adjusted on July 1 of each year. No adjustments shall be made until July 1, 2020. The adjustment to compensation shall be as follows:

1. The base charge per load as shown in the schedule set forth in Attachment A-1 shall be increased or decreased by the change as measured by change to the U.S. Department of Labor Bureau of Labor Statistics All Urban Consumer Price Index – San Francisco Bay Area (CPI) for the annual percent change based on data for the month of June for the previous calendar year. The base charge shall be adjusted by ninety (90) percent of the CPI change during that period except that the
adjustment in any one-year shall not exceed five (5) percent during that period. The adjusted rate shall be rounded to the nearest $.05.

2. The transportation charge per mile for biosolids as shown in the schedule set forth in Attachment A-1 shall be increased or decreased by one percent (1%) for every one percent (1%) change in the price per gallon of diesel according to the California diesel fuel price as identified in the United States Government Energy Information Administration (EIA) diesel fuel price index identified as the “Weekly Retail On-Highway Diesel Prices”. The diesel price on the first week of June 2019, shall be the basis for the initial compensation adjustment effective July 1, 2020, and the adjustment shall be the percent difference in price for the preceding calendar year. Subsequent annual adjustments shall be the percent difference in the price per gallon of diesel for the preceding calendar year. The adjusted rate shall be rounded to the nearest $.05. The index is available on the Internet website https://www.eia.gov/petroleum/gasdiesel/.

B. The average monthly quantities and schedule of production of biosolids to be transported that are given in this Scope of Services are approximate only. The actual average monthly quantities may vary from the quantity provided herein. No adjustments to the compensation provided in the Agreement shall be made therefore except as noted in this Scope of Services.

END OF
SCOPE OF SERVICES
Für die vollständige Ausführung der Dienstleistungen wie in der Beschreibung enthalten, wird die Stadt die Firma entgeltlich anhand der folgenden Einheitspreise kompensieren. Keine anderen Kosten oder Auslagen, die mit den Dienstleistungen verbunden sind, können auf die Stadt verrechnet werden, außer wie in Abschnitten 2.6 "Kompensation, Rechnung, Zahlung" und 2.7 "Anpassung der Kompensation" genannt, und anderswillig, wie von beiden Parteien schriftlich vereinbart.

**Base Charge**

Cost for Loading and Unloading

<table>
<thead>
<tr>
<th>Unit Cost $ / Load</th>
</tr>
</thead>
<tbody>
<tr>
<td>$110.00</td>
</tr>
</tbody>
</table>

**Transportation Charge**

**Distance to Disposal Site**

- 0 to 50 miles from ECWRF
- 51 to 100 miles from ECWRF
- More than 100 miles from ECWRF

<table>
<thead>
<tr>
<th>Unit Cost $ / Mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4.14</td>
</tr>
<tr>
<td>$3.72</td>
</tr>
<tr>
<td>$3.32</td>
</tr>
</tbody>
</table>
ATTACHMENT A-2
SCHEDULE FOR LIQUIDATED DAMAGES

CONSULTANT may be assessed Liquidated Damages if Consultant fails to timely perform Services listed in this Attachment in accordance with the terms and conditions of the Agreement.

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Failure to Maintain Continuous Reliable Service.</strong> For failure to provide equipment or personnel required to provide continuous reliable performance of the Services defined in the Agreement.</td>
<td>$400/ Day</td>
</tr>
<tr>
<td>3.</td>
<td><strong>Notification of Spill:</strong> Failure to notify CITY or other authority(s) having jurisdiction within the first two hours after the occurrence that a reportable accident or spill has occurred involving performance of the Services provided to the City under this Agreement.</td>
<td>$1000/ Each Hour Delay</td>
</tr>
<tr>
<td></td>
<td><strong>Notification of Regulatory Violation:</strong> Failure of CONSULTANT to report to CITY any violation of federal, state, or local laws, or regulatory requirement associated with the hauling and reuse or disposal of biosolids or the Services identified in the Agreement.</td>
<td>$500/ Day Delay in Notification</td>
</tr>
</tbody>
</table>

In placing Designee’s signature and date at the place provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provisions of the time that the Agreement was made.

Consultant: ___________________________ City: ___________________________
Date: _______________ Date: ___________________________
ATTACHMENT A-3

MAPS, FIGURES AND DRAWINGS
EXHIBIT A-2
SCOPE OF SERVICES
FOR THE MANAGEMENT OF BIOSOLIDS FROM THE ELLIS CREEK WATER
RECYCLING FACILITY

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1.2 Qualifications
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1.5 Safety Requirements

Section 2 Specific Requirements for Services

2.1 Description of Services
2.2 Location of Treatment Facility
2.3 List of Services
2.4 Submittals
2.5 Biosolids Management
2.6 Compensation, Invoicing, and Payment
2.7 Adjustment to Compensation

Attachments

Attachment A-1 Services Cost Schedule
Attachment A-2 Schedule for Liquidated Damages
Attachment A-3 Wastewater Solids Laboratory Data
Attachment A-4 Ellis Creek Water Recycling Facility Location Map
SECTION 1 GENERAL CONDITIONS AND REQUIREMENTS

1.1 DEFINITIONS

Whenever used in this Scope of Services, the following terms have the meanings indicated in this Section and meanings are applicable to both the singular and plural thereof. If a word which is entirely in upper case in these definitions is found in lower case this Scope of Services, then the lower case word will have its ordinary meaning.

Agreement - The Professional Services Agreement including associated exhibits, the Scope of Services (all required certificates, affidavits and other documentation), amendments to the Agreement, executed between the CITY and CONSULTANT covering the Services to be performed.

Agronomist – An expert in soil management and field-crop production with at least 5-years experience in calculating biosolids application rates in agriculture using at a minimum: site information including soil and crop type, plant-available nitrogen provided by other sources than biosolids, estimated amount of plant-available nitrogen needed from biosolids, collected data from the biosolids, estimated plant-available nitrogen per Dry Ton of Biosolids, estimate inorganic nitrogen retained, estimate Organic nitrogen mineralized, calculation of agronomic biosolids application rates, and verification that actual biosolids land application rates for all nutrients and pollutants in the field comply with approved and reported values, and with regulations.

Amendment - A document signed by CONSULTANT and CITY that authorizes an addition, deletion, or revision to the Scope of Services, or an adjustment in the compensation for services or the Schedule of Services, issued on or after the Effective Date of the Agreement.

Biosolids - Municipal wastewater sewage sludge and other liquid wastes that have been treated and tested and shown to be capable of being beneficially and legally used as a soil amendment for agriculture, silviculture, horticulture, and land reclamation activities as specified under 40 CFR 503.

Calendar Day – A calendar day of 24 hours measured from midnight to the next midnight.

Certified Receipt – Weight ticket issued at a certified scale with a receipt from a Disposal Site that verifies the wet tons of biosolids received at the Disposal Site.

CITY - The City of Petaluma or a designated representative of the City of Petaluma.

CONSULTANT or CONTRACTOR - The individual, partnership, corporation, joint-venture, or other legal entity with whom CITY has executed the Agreement.

Deficiency – Where CONSULTANT has been found to be in violation of the Agreement requirements, ECWRF operations or safety requirements, or local, state, or federal laws or regulations applicable to the Services.
**Disposal Site** - means the location where any process or method for biosolids management occurs. This includes associated properties for land application.

**ECWRF** - Ellis Creek Water Recycling Facility, the CITY’s wastewater treatment plant located at 3890 Cypress Drive, Petaluma, CA 94954 and the adjacent oxidation pond site at 4400 Lakeville Hwy, Petaluma, CA 94954.

**Haul Vehicle** - means any truck, trailer, semi-trailer, tractor/trailer combination or any self-propelled or motor-driven vehicle used by CONSULTANT on any public highway for the purpose of transporting biosolids.

**Hazardous Waste** - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 U.S.C. Section 6906) as amended from time to time and shall mean any material that is subject to the Hazardous Waste Manifest Requirements of the U.S. Environmental Protection Agency specified in 40 CFR Part 262.

**Invoice** - The form accepted by CITY which is to be used by CONSULTANT to request monthly payments for services and which is to be accompanied by such supporting documentations as are requested by the CITY or required by the Agreement.

**Land Application** – The beneficial reuse of biosolids by the application as a soil amendment at permitted agricultural sites in conformance with all applicable laws and regulations.

**Laws or Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes, and/or orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

**NOD, Notice of Deficiency** – An official notice issued by CITY to CONSULTANT for a deficiency in providing the Services described in this Agreement.

**Processing** – To prepare, treat, or convert biosolids.

**Processing Site** – Any plant or site used for the purpose of sorting, cleansing, treating or converting materials for the purpose of making such material available for reuse.

**Project Plan** – A biosolids management and operations plan that fully describes the operations involved with providing the Services to the CITY of managing the CITY’s biosolids.

**Reuse** - means to handle, transform, process, or remanufacture materials into beneficial, usable, or marketable materials for use other than landfill disposal or incineration as a waste.

**Subcontractor** - An individual, partnership, corporation, joint-venture, or other legal entity having a direct contract with CONSULTANT or with any other subcontractor for the performance of a part of the Services in accordance with the requirements of this Agreement.

**Ton (or Tonnage)** – means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound is sixteen (16) ounces.

**Work** - Performance of Services as described in this Agreement.

**Working Day** - Any day except Saturdays, Sundays and CITY holidays.
1.2 QUALIFICATIONS

A. CONSULTANT shall have at least three (3) years of recent experience and financial capability to provide full services managing and executing similar agreements for biosolids management. CONSULTANT shall have experience providing reliable and effective biosolids management services including permitting, beneficial reuse, disposal or other methods or technologies. CONSULTANT shall supply comprehensive information regarding its qualifications and recent experience completing similar services agreements, its financial and bonding capabilities, and experience in biosolids management for CITY review and acceptance.

B. If biosolids management includes land application, CONSULTANT shall enlist the services of an Agronomist with at least five (5) years of experience conducting similar work calculating biosolids application rates, crop nutrient requirements and uptake rates, nutrient and pollutant loading on fields, and providing verification that approved biosolids application rates were followed in the field. CONSULTANT shall supply information regarding qualifications and experience of the Agronomist for CITY review and acceptance.

1.3 GENERAL LIMITATIONS AND REQUIREMENTS

A. CONSULTANT shall obtain a business license from the City of Petaluma prior to contract execution. Processing of a business license takes approximately ten business days. CONSULTANT shall apply for a business license no later than five calendar days following the Award of the Agreement.

B. The ECWRF is an operating municipal wastewater treatment plant and CONSULTANT shall coordinate all Services with CITY and the CITY's other contractors and service providers and shall not in any way impede or impair the operations of the treatment plant or other work at the site.

1.4 CONSULTANT’S REPRESENTATIVE

A. CONSULTANT shall designate in writing before starting work an authorized representative who shall have the authority to represent and act for CONSULTANT for the duration of the contract. Any change in the designation shall require prior review and acceptance by CITY.

B. When CONSULTANT is comprised of two or more persons, firms, partnerships or corporations functioning on a joint venture basis, said CONSULTANT shall designate in writing before starting work, the name of one authorized representative who shall have the authority to represent and act for CONSULTANT.

C. In the case of urgency or emergency where CONSULTANT's authorized representative is not present on any particular part of the work and where CITY wishes to give notification or direction, it will be given to and be obeyed by any of CONSULTANT's workers in the area.
1.5 SAFETY REQUIREMENTS

A. CONSULTANT shall comply with all CAL/OSHA, Department of Transportation and all other applicable safety requirements. It shall be CONSULTANT'S sole responsibility for making sure that these safety requirements are met and CONSULTANT shall fully assume all liabilities for any damages and/or injuries resulting from its failure to comply with the safety requirements. Failure on the CITY’S part to stop unsafe practices shall, in no way, relieve CONSULTANT of its responsibility.

B. CONSULTANT shall inform all workers of the hazards and safety procedures associated with handling biosolids, hazardous chemicals, and other hazards that may be present. CONSULTANT shall be responsible for directing all its workers and subcontractors to strictly adhere to the approved methods for safely conducting work associated with handling wastewater solids. No work shall proceed until each CONSULTANT worker and subcontractor understands the scope of the work and all safety rules and work procedures to be followed. CONSULTANT shall not allow a new employee or new subcontractor to begin any work on CITY projects without a full and proper safety orientation. CONSULTANT shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to the following:

All of the Services and materials and equipment to be used to perform the Services as described herein.

C. CONSULTANT shall notify the CITY within two hours of any reportable accident, injury, or occupational illness occurring during the performance of Services for this Agreement.
SECTION 2 SPECIFIC REQUIREMENTS FOR SERVICES

2.1 DESCRIPTION OF SERVICES

A. General

CONSULTANT shall furnish the necessary resources for management of the City’s biosolids produced at the Ellis Creek Water Recycling Facility (ECWRF).

B. Wastewater Treatment Facility Operations

The ECWRF is designed to treat 6.7 million gallons per day (average dry weather flow) of municipal wastewater from the City of Petaluma. During normal operations, the ECWRF will stabilize and dewater biosolids using the following treatment processes: headworks equipment for screening and grit removal; oxidation ditches with activated sludge treatment; and mesophilic anaerobic digestion. Digested sludge is stored in a sludge storage tank prior to dewatering by a low-speed rotary screw press, and transferred by shaftless screw conveyors into haul trailers pre-positioned in a loading bay adjacent to the Screw Press Building. The loaded trailers will be hauled from the ECWRF site by a contractor to a Disposal Site(s) determined by CONSULTANT in consultation with the CITY.

C. Biosolids Management Process and Methods

CONSULTANT shall manage the biosolids by processes and methods meeting all regulatory requirements and the approval of CITY. It is the CITY’s intent to encourage reuse of biosolids within the region and to minimize transport distances for biosolids. Management of biosolids must comply with the following requirements:

1. A minimum of ten percent (10%) of CITY’s annual biosolids shall be processed in a facility that meets requirements to produce Class “A” biosolids as specified under 40 CFR 503. The Class A facility shall be located within 50 miles of the ECWRF.

2. A minimum of fifty percent (50%) of CITY’s annual biosolids shall be land applied at sites within 100 miles of the ECWRF.

3. All other biosolids shall be processed, land applied, reused or disposed at sites within 120 miles of ECWRF.

D. Delivery of Biosolids to CONSULTANT

CITY shall separately contract for hauling of biosolids from ECWRF to Disposal Site(s) determined by CONSULTANT in consultation with CITY.

1. Biosolids will be delivered to CONSULTANT from ECWRF typically six days per week, Monday through Saturday.

2. Biosolids delivery will initially be eight to nine loads per week of approximately 20 wet tons per load. After CITY begins to treat High Strength Waste, expected
in fourth quarter 2019, the number of loads will increase to ten to fifteen per week.

E. Biosolids Quality

1. The ECWRF creates biosolids treated for pathogen and vector attraction reduction and will monitor dewatered biosolids with regular laboratory testing as required to ensure that, at a minimum, the CITY’s biosolids have the following characteristics:
   a. Are classified as Class “B” Biosolids meeting vector attraction reduction and pollution ceiling concentration limits for the nine regulated metals of EPA 40 CFR 503 and pathogen reduction standards specified in EPA 40 CFR 503.32(b).
   b. Do not constitute a hazardous waste as defined by Chapter 11, Division 4.5, Title 22 of the California Code of Regulations.
   c. Are suitable for reuse in a composting process or for land application.
   d. Average between 15 percent and 22 percent total solids by weight, on an average monthly basis.
   e. Do not contain any radioactive isotopes at levels regulated under applicable law.

2. During special operational circumstances such as treatment process upset, the ECWRF may produce unclassified wastewater solids that are not fully stabilized or that do not meet the quality or monitoring requirements of Class “B” biosolids as defined herein and as required for land application by all federal, state, and local laws and regulations. To date, CITY has not produced any unclassified wastewater solids at ECWRF. CITY may require CONSULTANT to manage unclassified wastewater solids. CITY’s unclassified wastewater solids will have, at a minimum, the following characteristics:
   a. Comply with pollutant ceiling concentration limits for the nine regulated metals of 40 CFR 503 regulations.
   b. Do not constitute a hazardous waste as defined by Chapter 11, Division 4.5, Title 22 of the California Code of Regulations.
   c. Do not contain any radioactive isotopes at levels regulated under applicable law.

3. CITY will monitor biosolids treatment processes and conduct regular biosolids 40 CFR 503 pollutant concentration testing as required to classify ECWRF biosolids as Class B Biosolids suitable for reuse during the term of the Agreement. CITY will make its independent test results available and will provide review and authorization of NANI (Notice of Necessary Information) for ECWRF biosolids to CONSULTANT as required to assist CONSULTANT to obtain and maintain reuse, processing, or disposal permitting.

4. CITY’s existing monitoring program includes testing samples of dewatered biosolids from the ECWRF for constituents including metals and priority pollutants as required to meet stringent landfill waste acceptance criteria. The
wastewater solids quality reports from the years 2017 and 2018 are included in this Scope of Services in Attachment A-3, for information only.

5. CITY makes no representation that the classified biosolids produced by the ECWRF will have a particular viscosity, characteristic, or quality except as identified herein.

F. Wastewater Solids Estimated Quantity

During normal operation of the ECWRF dewatering process, the production of dewatered biosolids is estimated to be in the range of six hundred (600) to one thousand one hundred (1,100) wet tons per month.

2.2 LOCATION OF TREATMENT FACILITY

The biosolids will be generated at ECWRF located at 3890 Cypress Drive, Petaluma, CA 94954. ECWRF is adjacent to and west of Lakeville Highway (State Highway 116) approximately two miles south of the intersection of Lakeville Highway and State Highway 101, in Petaluma, Sonoma County, California, 94954. See Attachment A-4 to this Scope of Services, for a map showing the general location of the ECWRF.

2.3 LIST OF SERVICES

The Services to be performed by CONSULTANT under this Agreement include, but are not limited to, the following:

A. Furnishing all labor, materials, equipment, and maintenance required for management of biosolids generated by ECWRF commencing after Agreement negotiations and award and issuance of the Notice to Proceed.

B. Providing approved biosolids management processes or methods such as land application under the guidance of an Agronomist, Class A treatment process, composting, reuse as landfill alternative daily cover, disposal in a landfill as a waste, or other legally acceptable methods.

C. Coordinating with CITY and CITY’s hauling contractor to accept biosolids from ECWRF on a regular schedule, approximately six (6) days per week except under special circumstances and when City authorizes a modification to the regular schedule. CITY must approve any permanent schedule change.

D. Submitting all required reports, schedules and documentation to CITY to demonstrate performance of Services.

E. Providing additional biosolids management services if CITY requires unclassified wastewater solids removal, such as might be caused by special operational circumstances, high inflow volumes, or process or equipment problems. In such event, CITY reserves the right to require CONSULTANT to accept additional biosolids or wastewater solids, upon 18-hour prior notice by CITY.
F. Obtaining all permits, authorizations, and exemptions, paying all fees, and complying with all federal, state and local laws and regulations, permits, codes ordinances, and requirements for biosolids management.

G. Responsibility for complying with all laws and regulations for monitoring, recordkeeping, and reporting requirements for land application, composting, or any other biosolids process or method.

H. Submitting a copy to the CITY of regulatory permitting, approvals, monitoring reports, laboratory reports, annual processing and land application reports, or other documentation of any project related activities performed by CONSULTANT as are specified in the Agreement or when requested by the CITY.

I. Furnishing other materials and equipment or providing other services required to complete the Services as described in this Scope of Services.

2.4 SUBMITTALS

A. CONSULTANT shall submit to CITY for review in the time specified or in ample time for each to serve its purpose such schedules, requests, invoices, reports, test results, permits, and other information as are specified in the Agreement or reasonably required for execution, monitoring, or control of CONSULTANT's Services.

B. Submittal List

1. Proof of a current City of Petaluma Business License

2. A Project Plan for review and acceptance by the CITY identifying the proposed sites, processes and methods for biosolids management and other required Plan information. The initial Project Plan shall be submitted within ten (10) working days after the Notice to Proceed. Subsequent Project Plans with updates including changes to operations plans, contact information, biosolids management options shall be submitted as changes occur.

3. Written designation of CONSULTANT's representative. Communication and emergency contact information including Email addresses, cell phone numbers and emergency phone numbers for all CONSULTANT and CITY personnel responsible for providing and managing biosolids Services, within ten (10) working days after the Notice to Proceed and again after changes occur.

4. Copies of permits, approvals, exemptions, authorizations, licenses, reports and certifications applicable to the Services and updates of any these documents that are revised or renewed during the duration of the Agreement, within thirty (30) days of a written request.

C. Project Plan

1. The Project Plan shall provide information on each biosolids management process or method to be used and the associated site(s).

2. For land application, the Project Plan shall specify vector attraction reduction options, application site location(s) and map, significant environmental features, identify site monitoring, identify property owner and operator and lease
agreements. The Project Plan shall describe site history, and provide the projected site capacity by the Agronomist including application rates, training by the Agronomist for site personnel, and verification by the Agronomist that application rates were followed. If the site(s) is to be leased for beneficial reuse of wastewater solids, provide authorization by owners.

3. The Project Plan shall include copies of all permits and approvals required for all the proposed biosolids management processes or methods(s), including but not limited to RWQCB (Regional Water Quality Control Board) waste discharge permits and requirements, solid waste facility permits and agreements, conditional land use permits, waste disposal exemptions from all federal, state, and local agencies having jurisdiction.

4. The Project Plan shall include a typical example of CONSULTANT's monthly invoice.

2.5 BIOSOLIDS MANAGEMENT

A. General

1. CONSULTANT shall maintain compliance with applicable requirements of all federal, state and local laws and regulatory agencies having jurisdiction over the Services covered under this Agreement, including, but not limited to the regulatory requirements in effect as of the commencement of this Agreement. Requirements applicable to the Services include, but are not limited to, the following:

   a. RWQCB NPDES Final Order No. R2-2016-0014, NPDES Permit No.
      CA0037810 (San Francisco Regional Water Quality Control Board,
      National Pollutant Discharge Elimination System Permit for City of Petaluma)

   b. SWRCB General Order (California State Water Resources Control
      Board Order No. 2004-0012-DWQ-General Waste Discharge
      Requirements for the Discharge of Wastewater solids to Land for Use
      as a Soil Amendment in Agricultural, Silvicultural, Horticultural, and
      Land Reclamation Activities)

   c. EPA's Wastewater Solids Rule 40 CFR 503 (Environmental Protection
      Agency Standards for the Use and Disposal of Sewage Sludge, Title
      40 of the Code of Federal Regulations, Part 503)

   d. Local land application requirements for biosolids management sites.

2. CONSULTANT must possess and maintain in effect for the duration of this contract all necessary regulatory approvals, permits, licenses and certifications required to manage biosolids.

3. For land application of biosolids, CONSULTANT shall enlist the expertise of a Soil Agronomist to calculate application rates and provide expertise in preparation of monthly and annual reports.
4. CONSULTANT shall submit a monthly schedule to CITY of intended biosolids Disposal Site(s) by the last day of the month for the subsequent month.

5. CONSULTANT shall submit an annual report of total biosolids managed, including total biosolids received, Disposal Site(s) information, nutrient and metals loading for land application, and other information required by regulation and by CITY for CITY's annual biosolids report to regulators. The CONSULTANT shall submit results of analyses for concentrations of all regulated chemicals and biosolids characteristics and land application site details and application rates for each land application site.

6. CONSULTANT shall retain Certified Receipts to verify the quantities of CITY's biosolids being managed.

7. CONSULTANT shall submit a monthly biosolids report including Certified Receipts for all biosolids managed. Monthly reports also shall include a status report regarding Agreement requirements and any proposed Project Plan changes for CITY review and acceptance. If a biosolids management method is land application, the monthly report shall also include other information required by regulation and for CITY's reports to regulators.

8. CITY reserves the right to inspect and observe all aspects of CONSULTANT's activities relating to the management of CITY's biosolids including access to all land application sites, storage facilities, composting facilities, or other reuse, processing, or disposal sites without prior notice or CONSULTANT's knowledge.

9. CONSULTANT shall notify CITY as soon as possible but no later than twenty-four (24) hours should a local, state or federal regulatory agency find CONSULTANT in violation of laws or regulations of its permit(s). The CONSULTANT shall provide details on how it plans to correct or mitigate the violation. Failure to notify CITY within the indicated time frame may result in the CITY exercising its right to treat such non-performance as an event for which CONSULTANT agrees to pay liquidated damages.

10. CONSULTANT shall notify CITY within two (2) hours of any reportable accident or spill occurring during the performance of Services for this Agreement.

11. CONSULTANT shall be responsible, at its expense, for meeting all monitoring and reporting requirements imposed by all regulatory agencies having jurisdiction over CONSULTANT operations. All wastewater solids sampling, laboratory analyses, or characterization that CONSULTANT may require for permit acquisition, regulatory compliance, wastewater solids reuse, land application, processing, landfill waste acceptance, or other disposal option shall be the responsibility of CONSULTANT and shall be conducted at no additional cost to CITY. CITY is under no obligation to adapt its sampling schedule to suit the monitoring requirements of CONSULTANT. CONSULTANT may use data from the biosolids samples independently collected and analyzed by City or may conduct its own independent monitoring as required. CONSULTANT shall provide CITY with copies of all sampling information including sample chain of

10    BIOSOLIDS MANAGEMENT SCOPE OF SERVICES
custodies, certified laboratory reports, and summarized test results for all analytical testing involving CITY’s wastewater solids.

B. CONSULTANT Responsibilities

1. CONSULTANT shall submit evidence annually and upon request that its Disposal Site(s) are approved by the California Environmental Protection Agency (EPA), State Water Resources Control Board, California Department of Resources Recycling and Recovery (CalRecycle), Regional Water Quality Control Board, or other agency having jurisdiction, and by local enforcement agencies with discretionary authority. CONSULTANT shall submit to CITY all regulatory approvals and other permitting documents to show the sites are compliant with all laws and regulations that govern the site(s).

2. If biosolids management is by agricultural land application, CONSULTANT shall use transportation and land application procedures that conform to the good management practices defined in the “National Biosolids Partnership - NBP National Manual of Good Practice” 2011 edition.

3. Disposal Site(s) shall have a monitoring program approved by the appropriate regulatory agencies for monitoring characteristics of the wastewater solids and the site. CONSULTANT shall assume all responsibility and costs for the site-monitoring program and shall provide CITY with a copy of all site monitoring reports within 30 days upon written request from CITY.

4. CONSULTANT shall perform and produce all monitoring and reporting data forms and reports and shall pay all fees and costs as required to comply with the requirements of regulatory agencies having jurisdiction over the management of CITY’s biosolids. Copies of any report involving CITY’s biosolids shall be provided to CITY.

5. Biosolids shall become property of CONSULTANT upon receipt at CONSULTANT’s Disposal Site pursuant to this Agreement.

2.6 COMPENSATION, INVOICING, AND PAYMENT

A. Measurement and Payment

1. For and in consideration of the biosolids management Services performed by CONSULTANT as described in this Agreement, CONSULTANT shall invoice the CITY and the CITY shall compensate CONSULTANT pursuant to Section 2.6.A.2, except as noted in Sections 2.6.C “Liquidated Damages and Non-performance”, and 2.7 “Adjustment to Compensation”, and as otherwise agreed to in writing by both parties. CONSULTANT agrees that the compensation specified herein includes all of its overhead, capital costs, permit fees, reporting fees, verification and training fees, and represents all costs to manage biosolids including but not limited to furnishing all labor, equipment, materials, vehicles, fees, maintenance, insurance, testing, permitting, monitoring, and reporting as described herein. No other expenses or costs associated with the Services may be invoiced to CITY.
2. CONSULTANT's costs to CITY for management of CITY's biosolids shall be based upon the actual quantity of biosolids managed during the billing period for each process or method on a unit cost basis of dollars per wet ton ($/WT). The unit cost(s) per wet ton for each process or method shall be as shown in the schedule set forth in Attachment A-1 included hereto and incorporated herein.

3. Measurement and payment for shall be on a wet weight basis per standard ton (2,000 lbs.) of biosolids managed. Wet weight shall mean the as-is weight of the dewatered biosolids.

4. CONSULTANT shall be compensated for management of unclassified wastewater solids at the rate for Class A biosolids.

5. Regardless of the Agreement basis total wet tons, CONSULTANT shall manage the amount of biosolids as required by CITY unless directed otherwise by CITY. All payments shall be for the actual wet tons managed, whether the total be greater or less than the Agreement basis total wet tons amount.

B. CONSULTANT shall submit invoices for payment monthly that shall include an invoice summary, a load summary for all biosolids managed, Certified Receipts, and any other information required to substantiate invoices. CITY will process the approved invoice after satisfactory review of the payment request and supporting documents.

C. Liquidated Damages and Non-performance

1. CITY and CONSULTANT find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by CITY as a result of a breach by CONSULTANT of its obligations under this Agreement. The factors relating to the impracticality of ascertaining damages include, but are not limited to, the fact that:

   a. Substantial damage may result to CITY from impairment to its wastewater program due to non-conforming Services.

   b. Substitute performance for non-conforming Agreement Services may be available at substantially higher cost than the Agreement Services and the monetary loss resulting from delay in obtaining substitute Services is impossible to calculate in precise monetary terms.

   c. The termination of this Agreement for such breaches, and other remedies may, at best, be a means of future correction and not necessarily a remedy that makes CITY whole for past breaches.

CITY and CONSULTANT recognize that if CONSULTANT fails to perform the Services as required, CITY will suffer damages and that it is, and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which CITY will suffer. Therefore, without prejudice to CITY's right to treat such non-performance as an event of default, CITY and CONSULTANT agree in accordance with California Government Code Section 53069.85 that the liquidated damage amounts shown in Attachment A-2 represent a reasonable estimate of the amount of such damages considering all
of the circumstances existing on the effective date of this Agreement, including
the range of harm to CITY that reasonably could be anticipated and the
anticipation that proof of actual damages would be costly or impractical.

2. CITY may determine the occurrence of events giving rise to Liquidated Damages
through the observation of its own employees or representatives or investigation
of complaints by regulatory agencies, land owners, or the public.

3. Liquidated Damages will typically be deducted from CONSULTANT invoices
by the CITY within 30 calendar days of the date the Liquidated Damages are
assessed.

4. CONSULTANT agrees to pay (as Liquidated Damages and not as a penalty) the
amounts set forth in the Schedule of Liquidated Damages, included as
Attachment A-2 of this Scope of Services. Such damages as set forth in the
Schedule of Liquidated Damages are milestones for use in assessing the
Liquidated Damages for failure to timely perform certain aspects of the Services.

5. City may assess Liquidated Damages for failure to timely perform the Services
in accordance with Attachment A-2, subject to the same annual adjustments, as
are specified in Section 2.7 Adjustment to Compensation.

2.7 ADJUSTMENT TO COMPENSATION

A. The charges shall be adjusted on July 1 of each year. No adjustments shall be made until
July 1, 2020. The adjustment to compensation shall be as follows:

The unit costs for biosolids as set forth in Attachment A-1 shall be increased or
decreased by the change as measured by change to the U.S. Department of Labor Bureau
of Labor Statistics All Urban Consumer Price Index – San Francisco Bay Area (CPI)
for the annual percent change based on data for the month of June for the preceding
calendar year. The unit costs shall be adjusted by the CPI change during that period
except that the adjustment in any one-year shall not exceed five (5) percent during that
period. The adjusted rate shall be rounded to the nearest $.05.

B. The average monthly quantities and schedule of production of biosolids to be managed
that are given in this Scope of Services are approximate only, being given as a basis for
the comparison of costs. The actual average monthly quantities may vary from the
quantity provided herein. No adjustments to the compensation provided in the
Agreement shall be made therefore except as noted in this Scope of Services.

END OF
SCOPE OF SERVICES
For the full performance of services set forth in the Scope of Services as described herein, CITY shall compensate CONSULTANT using the following unit costs. No other expenses or costs associated with the Services may be invoiced to the City, except as noted in Sections 2.6 “Compensation, Invoicing, And Payment” and 2.7 “Adjustment to Compensation”, and as otherwise agreed to in writing by both parties:

<table>
<thead>
<tr>
<th>Process/Method</th>
<th>Unit Cost $/Wet Ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class A</td>
<td>$98.25</td>
</tr>
<tr>
<td>Land Application</td>
<td>$38.54</td>
</tr>
<tr>
<td>Other</td>
<td>$50.00</td>
</tr>
</tbody>
</table>
ATTACHMENT A-2

SCHEDULE FOR LIQUIDATED DAMAGES

Consultant may be assessed Liquidated Damages if Consultant fails to timely perform Services listed in this Attachment in accordance with the terms and conditions of the Agreement.

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Failure to Maintain Continuous Reliable Service.</strong> For failure to provide</td>
<td>$400/ Day</td>
</tr>
<tr>
<td></td>
<td>equipment or personnel required to provide continuous reliable performance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of the Services defined in the Agreement.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Notification of Spill:</strong> Failure to notify CITY or other authority(s)</td>
<td>$1000/ Each Hour</td>
</tr>
<tr>
<td></td>
<td>having jurisdiction within the first two hours after the occurrence that a</td>
<td>Delay</td>
</tr>
<tr>
<td></td>
<td>reportable accident or spill has occurred involving performance of the</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Services provided to CITY under this Agreement.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Notification of Regulatory Violation:</strong> Failure of CONSULTANT to</td>
<td>$500/ Day</td>
</tr>
<tr>
<td></td>
<td>report to the CITY any violation of federal, state, or local laws, or</td>
<td>Delay in Notification</td>
</tr>
<tr>
<td></td>
<td>regulatory requirement associated with the hauling and reuse or disposal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of biosolids or the Services identified in the Agreement.</td>
<td></td>
</tr>
</tbody>
</table>

In placing Designee’s signature and date at the place provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provisions of the time that the Agreement was made.

Consultant

Date: 03/15/19

City

Date
ATTACHMENT A-3

BIOSOLIDS LABORATORY DATA
## 2017 Biosolids Metals by EPA 6000/7000 Series Methods

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>Antimony</td>
<td>EPA 6010B</td>
<td>&lt;1.2</td>
<td>&lt;1.5</td>
<td>J2.1</td>
<td>J4.6</td>
<td>2.9 J</td>
<td>&lt;1.3</td>
<td>mg/kg</td>
<td></td>
</tr>
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<td>&lt;2.9</td>
<td>J4.3</td>
<td>&lt;2.3</td>
<td>&lt;2.5</td>
<td>&lt;2.6</td>
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<tr>
<td>Barium</td>
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<td>350</td>
<td>290</td>
<td>250</td>
<td>260</td>
<td>280</td>
<td>240</td>
<td>mg/kg</td>
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<tr>
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<td>&lt;0.31</td>
<td>&lt;0.29</td>
<td>&lt;0.31</td>
<td>&lt;0.32</td>
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<tr>
<td>Cadmium</td>
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<td>0.69 J</td>
<td>J1.9</td>
<td>J0.85</td>
<td>0.78 J</td>
<td>0.67 J</td>
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</tr>
<tr>
<td>Chromium</td>
<td>EPA 6010B</td>
<td>30</td>
<td>17 J</td>
<td>J16</td>
<td>J18</td>
<td>16 J</td>
<td>14 J</td>
<td>mg/kg</td>
<td></td>
</tr>
<tr>
<td>Cobalt</td>
<td>EPA 6010B</td>
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<td>&lt;7.3</td>
<td>&lt;6.3</td>
<td>&lt;5.8</td>
<td>&lt;6.2</td>
<td>&lt;6.5</td>
<td>mg/kg</td>
<td></td>
</tr>
<tr>
<td>Copper</td>
<td>EPA 6010B</td>
<td>210</td>
<td>200</td>
<td>200</td>
<td>220</td>
<td>220</td>
<td>200</td>
<td>mg/kg</td>
<td></td>
</tr>
<tr>
<td>Lead</td>
<td>EPA 6010B</td>
<td>25 J</td>
<td>17 J</td>
<td>J15</td>
<td>J12</td>
<td>11 J</td>
<td>10 J</td>
<td>mg/kg</td>
<td></td>
</tr>
<tr>
<td>Mercury</td>
<td>EPA 7471A</td>
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<td>J0.38</td>
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<tr>
<td>Molybdenum</td>
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<td>J9.6</td>
<td>J7.7</td>
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<td>31 J</td>
<td>21 J</td>
<td>J16</td>
<td>17</td>
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<td>14 J</td>
<td>mg/kg</td>
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<td>J7.2</td>
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<td></td>
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<td>Silver</td>
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<td>J0.79</td>
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<tr>
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<td>&lt;7.3</td>
<td>&lt;6.3</td>
<td>&lt;5.8</td>
<td>&lt;6.2</td>
<td>&lt;6.5</td>
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<td></td>
</tr>
<tr>
<td>Vanadium</td>
<td>EPA 6010B</td>
<td>29 J</td>
<td>20 J</td>
<td>J14</td>
<td>J13</td>
<td>9.3 J</td>
<td>9.7 J</td>
<td>mg/kg</td>
<td></td>
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<tr>
<td>Zinc</td>
<td>EPA 6010B</td>
<td>520</td>
<td>450</td>
<td>460</td>
<td>530</td>
<td>550</td>
<td>490</td>
<td>mg/kg</td>
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### Conventional Chemistry Parameters

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Method</th>
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<th>13.7</th>
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<th>17</th>
<th>16</th>
<th>15</th>
<th>%</th>
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<tbody>
<tr>
<td>Ammonia as N</td>
<td>SM4500NH3C</td>
<td>2200</td>
<td>15000</td>
<td>17000</td>
<td>16000</td>
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<td>16000</td>
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</tr>
<tr>
<td>Total Kjeldahl</td>
<td>SM4500-Norg B</td>
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<td>7600</td>
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<td>Cyanide</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* J - Detected but below the reporting limit; therefore, result is an estimated concentration, detected but not quantified.

* Results with less than (<) values are reported as non-detect.

* Denotes the biosolids were collected four (4) times per day for five (5) days as required by the NPDES Permit from the discharge side of the screw press (20:1 composite).

** Denotes the biosolids were collected two times over two days per the recology sampling requirements (4:1 composite).
## Biosolids Metals by EPA 6000/7000 Series Methods

<table>
<thead>
<tr>
<th>Method</th>
<th>2/15/18*</th>
<th>4/3/18**</th>
<th>6/6/18**</th>
<th>8/6/18**</th>
<th>10/11/18*</th>
<th>12/4/18**</th>
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<td>&lt;5.9</td>
<td>&lt;6.4</td>
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<tr>
<td>Arsenic</td>
<td>&lt;2.6</td>
<td>&lt;2.7</td>
<td>3.1 J</td>
<td>7.5 J</td>
<td>3.1 J</td>
<td>3.3 J</td>
<td>mg/kg (Dry)</td>
</tr>
<tr>
<td>Barium</td>
<td>240</td>
<td>250</td>
<td>250</td>
<td>290</td>
<td>240</td>
<td>240</td>
<td>mg/kg (Dry)</td>
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<tr>
<td>Beryllium</td>
<td>&lt;0.32</td>
<td>&lt;0.33</td>
<td>&lt;0.33</td>
<td>&lt;0.29</td>
<td>&lt;0.30</td>
<td>&lt;0.32</td>
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<tr>
<td>Cadmium</td>
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<td>Chromium</td>
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<td>18 J</td>
<td>18 J</td>
<td>13 J</td>
<td>18 J</td>
<td>16 J</td>
<td>mg/kg (Dry)</td>
</tr>
<tr>
<td>Cobalt</td>
<td>&lt;6.4</td>
<td>&lt;6.6</td>
<td>&lt;7.0</td>
<td>&lt;5.9</td>
<td>&lt;5.9</td>
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<tr>
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<td>220</td>
<td>130</td>
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<td>mg/kg (Dry)</td>
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<tr>
<td>Lead</td>
<td>10 J</td>
<td>16 J</td>
<td>14 J</td>
<td>&lt;4.1</td>
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<td>mg/kg (Dry)</td>
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<td>Mercury</td>
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<tr>
<td>Molybdenum</td>
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<td>13 J</td>
<td>11 J</td>
<td>7.8 J</td>
<td>20 J</td>
<td>10 J</td>
<td>mg/kg (Dry)</td>
</tr>
<tr>
<td>Nickel</td>
<td>16 J</td>
<td>20 J</td>
<td>19 J</td>
<td>14 J</td>
<td>16 J</td>
<td>16 J</td>
<td>mg/kg (Dry)</td>
</tr>
<tr>
<td>Selenium</td>
<td>&lt;4.5</td>
<td>10 J</td>
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<td>47 J</td>
<td>7.0 J</td>
<td>&lt;4.5</td>
<td>mg/kg (Dry)</td>
</tr>
<tr>
<td>Silver</td>
<td>2.7 J</td>
<td>1.6 J</td>
<td>0.9 J</td>
<td>&lt;0.47</td>
<td>&lt;1.8</td>
<td>&lt;1.9</td>
<td>mg/kg (Dry)</td>
</tr>
<tr>
<td>Thallium</td>
<td>&lt;6.4</td>
<td>&lt;6.6</td>
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<td>5.9 J</td>
<td>&lt;5.9</td>
<td>&lt;6.4</td>
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</tr>
<tr>
<td>Vanadium</td>
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<td>16 J</td>
<td>14 J</td>
<td>3.4 J</td>
<td>11 J</td>
<td>12 J</td>
<td>mg/kg (Dry)</td>
</tr>
<tr>
<td>Zinc</td>
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<td>450</td>
<td>450</td>
<td>320</td>
<td>550</td>
<td>490</td>
<td>mg/kg (Dry)</td>
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### Conventional Chemistry Parameters

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<th>% Solids</th>
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<th>15</th>
<th>14</th>
<th>17</th>
<th>17</th>
<th>16</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ammonia as N</td>
<td>SM4500N13C</td>
<td>18000</td>
<td>18000</td>
<td>17000</td>
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<td>77000</td>
<td>80000</td>
<td>63000</td>
<td>77000</td>
<td>81000</td>
<td>mg/kg (Dry)</td>
</tr>
<tr>
<td>Cyanide</td>
<td>EPA 9014</td>
<td>&lt;4.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>&lt;4.1</td>
<td>mg/kg (Dry)</td>
</tr>
</tbody>
</table>

* J - Detected but below the reporting limit; therefore, result is an estimated concentration, detected but not quantified.
< - Results are reported as non-detect.
* Denotes the biosolids were collected four (4) times per day for five (5) days as required by the NPOES Permit from the discharge side of the screw press (20:1 composite).
** Denotes the biosolids were collected per recology sampling requirements (4:1 composite).
1 Result of <0.08 mg/kg by EPA Method 6010 B, Se by STLC.