

**BIOSOLIDS MANAGEMENT PROGRAM AGREEMENT
BETWEEN
THE LA CROSSE SANITARY SEWER UTILITY
AND
Synagro**

This Agreement is entered into this _____ day of February, 2015, between the **City of La Crosse Sanitary Sewer Utility**, with offices located at 400 La Crosse Street, La Crosse, Wisconsin 54601 ("**Utility**"), and Synagro (Contractor), with offices located at 435 Williams Court, Suite 100, Baltimore, MD 21220 ("**Contracting Party**").

WITNESSETH:

Whereas, the City Sanitary Sewer Utility annually generates wastewater biosolids that must be loaded, transported and applied to agricultural fields, and desires to enter into an agreement concerning such services, and

Whereas, the Contracting Party desires to provide these biosolids management services to the Utility pursuant to the terms and conditions set forth in this Agreement, the City's Standard Terms and Conditions, and the Scope of Services – Biosolids Management Program, dated February 9, 2015.

Whereas, the Utility and Contracting party wish to set forth in this agreement their respective commitments, understands, rights and obligations as more fully described herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties hereto agree as follows:

- 1. Services.** Contracting Party shall provide the Utility Biosolids Management services as described in the Scope of Services – Biosolids Management Program and pursuant to the terms and conditions set forth in this Agreement and the City's Standard Terms and Conditions, which are attached to and incorporated into this Agreement.
- 2. Rates.** City will pay the Contractor based on the following rates, or any subsequent changes approved by the Board of Public Works:
 - Liquid Land Application..... \$0.0570 per gallon
 - Cake Land Application.....\$171.75 per dry ton
- 3. Invoices.** Invoices will be submitted monthly per the terms of the Scope of Services. Invoices are payable within forty-five (45) days of receipt at the address set forth on the invoice.
- 4. Term.** The term of the Agreement shall be for the period of January 1, 2015 through December 31, 2015, unless terminated earlier or amended by mutual agreement of the parties.

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AND
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year set forth above.

CITY OF LA CROSSE SANITARY SEWER UTILITY:

Mayor Tim Kabat - City of La Crosse	Date

CONTRACTING PARTY:

Synagro	Date



CITY OF LA CROSSE

WATER & SEWER UTILITIES OFFICE

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La Crosse WI 54601-3396
Phone (608) 789-7536
Fax (608) 789-7592

Mark Johnson, P.E.
Manager
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Jared Greeno - Wastewater
General Superintendent
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Brian Hein - Assistant
Superintendent - WWTP
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Steve Asp - Assistant
Superintendent - Sewer
asps@cityoflacrosse.org

February 9, 2015

SUBJECT: Scope of Services - Biosolids Management Program

The following information is intended to describe and specify the requirements for a complete, contracted biosolids management and disposal program, generally to include:

- All equipment, personnel and materials to safely and efficiently transfer, load, haul and dispose biosolids at agricultural sites.
- Record-keeping including compiling, managing and maintaining all information as required by the program.
- Acquisition of additional agricultural sites as may be necessary to effectively complete the program.
- Active and close coordination and communication with customers who receive and accept the biosolids materials.
- Active, close and regular communication with Utility staff to provide updates and respond to problems, issues or developments related to the biosolids program, including immediate reporting of biosolids and/or issues related to disposal sites, site owners, transportation, etc..
- Full compliance with regulatory requirements.

General description and details of the wastewater system

The Sanitary Sewer Utility (SSU) operates a regional wastewater treatment facility (WWTP) located on Isle La Plume (905 Joseph Houska Drive) in the City of La Crosse. Biosolids generated by the treatment process are anaerobically digested and stored as liquid in two 3.1 million gallon storage tanks and as cake (storage capacity of approximately 1,348 dry tons) located on the WWTP site. Storage tanks include mixing systems such that liquid biosolids leaving the facility typically average about 6 % solids; stored, cake biosolids typically average about 18% solids. The total volume of biosolids generated during calendar year 2014 was approximately 11.3 million gallons. The total volume of biosolids in 2015 and following years may be more or less.

The Utility estimates the following volume/quantity of biosolids to be handled by this program during 2015:

<u>Season</u>	<u>Liquid Biosolids (Million Gallons)</u>	<u>Cake Biosolids (Dry Tons)</u>
Spring – 2015	6.0	250
Fall – 2015	6.0	0

Liquid storage facilities include a pumping facility that allow transport trucks to drive through the building for loading and exit the WWTP site without disrupting other plant operations. There is also a second connection point, located outside the pump building, for loading liquid biosolids. Cake biosolids are stored in a fully covered and enclosed facility which is fully accessible by trucks and loading equipment. It is expected that trucks hauling cake biosolids will have to be loaded using an endloader supplied and operated by the utility during normal business hours (M – F; 7:00 AM – 3:00 PM).

A. Scope of Work for biosolids management program - Services shall include, but not be limited to the following activities:

- Loading trucks at the wastewater plant, hauling biosolids directly from plant, and land application of biosolids materials, based on calculated, appropriate agronomic spreading rates. Land application methods that may be required as part of this program include:
 - Injection of liquid biosolids to deliver materials evenly over the full area of the field, at a minimum depth of 8” below the ground surface.
 - Surface application of liquid biosolids to approved fields and crops to deliver materials evenly over the full area of the field. This method will require close communication with the land owner to select appropriate sites (site location must be selected to avoid issues with neighboring properties) and to coordinate with types of crop.

A. Scope - Continued

- Surface application of cake biosolids to approved fields and crops to deliver materials evenly over the full area of the field, and incorporation of applied materials by contractor. This method will require close communication with the land owner to select appropriate sites (site location must be selected to avoid issues with neighboring properties) and to coordinate with types of crop.
- Bulk delivery of cake biosolids for application by the landowner(s). Note that this method will require close communication and coordination with the land owner related to delivery schedules, quantity of materials and control of sites to avoid issues with neighboring properties.
- Oversight and supervision of contractor's personnel during biosolids transport and disposal or delivery.
- Observation of all federal, state and local safety standards as they apply to this type of work.
- Observation of all applicable regulatory standards for land application of wastewater biosolids.
- Planning, scheduling and completion of work with regular coordination and communication with wastewater management and land owners receiving biosolids. Contractor shall provide at least 48 hours notice prior to the start of their biosolids program. It is anticipated that the normal schedule for hauling and disposal of biosolids will be Monday through Friday from sunrise to sunset. Depending on weather and seasonal conditions, and with the permission of Utility management and property owners, hauling may be necessary on weekends and on an around-the-clock basis. Under normal circumstances, when the program is intended to empty the biosolids storage system, the expectation will be that emptying the storage system will be completed within a maximum of four weeks once the process is started.
- Maintenance and management of complete and accurate records related to biosolids program. Separate records shall be maintained for each individual disposal site with minimum information to include: site ID, loading rate, application pattern, application method and acreage used. Copies of records shall be submitted to Utility management on a monthly basis. Record management shall include preparation of an annual report for Utility review, approval and electronic submittal to DNR.
- Contact with and recruitment of new farm owners to continue to build inventory of available and approved sites for biosolids disposal. Work as required to obtain approval of new fields, including: certification for self-approval of fields, qualifications for soil sampling for site approval, soil sampling using GPS technology, all necessary communication written forms/paperwork, and submittals for approval of new sites.
- On-call and after-hours services as required.

B. Minimum Contractor Qualifications and Requirements:

- Contractor shall have experience with a municipal biosolids management program, generating a minimum of 10-million gallons per year, and utilizing liquid injection and surface application methods, over the last five years. Contractor shall provide at least three references, including contact names & phone numbers, showing this previous experience.
- Contractor shall provide full site management including communication and coordination with site owners and timely resolution of any issues that develop related to the Biosolids Management Program. The intent of this Scope of Services is to strongly emphasize the expectation that the contractor will provide excellent and professional customer service under all circumstances.
- Contractor shall provide a written description of proposed biosolids application method and procedures. Contractor shall provide the Utility with the following documents:
 - Sample of a typical land management plan.
 - An emergency response plan that specifically address response to issues and emergencies related to biosolids management program.
 - Certification of a current, written safety manual.
- Contractor shall be in good standing with the Wisconsin Department of Natural Resources (WDNR), including all current reporting and applicable licensing requirements.
- Contractor shall provide names and qualifications of all personnel who may be assigned to complete the biosolids management work. This information shall include levels of relevant education, certification and licensing as they apply to the biosolids management program.
- Contractor shall provide continuous, on-site supervision during disposal of biosolids.
- Contractor shall comply with all regulations related to traffic control and signage, and shall coordinate and work with Town, County or other entities with road jurisdiction to assure necessary traffic control devices where needed and to address and resolve potential issues with damage to public roads.

B. Minimum Contractor Qualifications - Continued

- Spring and fall biosolids applications are usually dictated by weather and crop conditions and may be limited to extremely short “windows” of time. Once disposal sites are available, contractor must be capable of mobilizing sufficient personnel and resources to empty storage system and complete biosolids application, in coordination with Utility management and landowners, with minimum interruptions. Contractor shall provide a full listing of vehicles and equipment that would normally be available to respond to and complete biosolids program during these short windows of time.
- For the last five years contractor shall provide a complete list of (1) any OSHA or similar safety citations issued to contractor, (2) any work-related accidents resulting in personal injury to contractor’s employees or others, and (3) any Notices of Violations issued by the WDNR.
- Contractor shall provide a copy of their most recent Federal Motor Carrier’s CSA score.
- Other contractor responsibilities:
 - Contractor shall be responsible for all damage to City/Utility property caused by contractor.
 - Contractor’s activities shall comply with all regulatory requirements for transporting and applying biosolids.
 - Contractor shall comply with local, seasonal weight limits, and is responsible for road repairs resulting from transporting biosolids.
 - Contractor shall take measures necessary to control dust and other nuisance conditions generated by transport and application of biosolids.
 - Contractor shall be responsible for any and all licensing and/or permitting that may be required.

C. Biosolids characteristics & related information:

- The following information shall be provided to contractor to describe biosolids characteristics:
 - 2014 Annual Land Application Report.
 - Bi-monthly laboratory analysis information.
- The tanker truck loading facility at the wastewater plant will fill a 6000 gallon truck in approximately 6 – 8 minutes.

D. Insurance:

- Contractor shall at all times during the term of the agreement, keep in force and effect insurance policies as specified and required by the contract. Insurance policies shall be issued by companies authorized to do business in the State of Wisconsin and satisfactory to the City and Utility. Such insurance shall be primary. As part of executing a written agreement, contractor shall furnish the Utility with a Certificate of Insurance listing the City as an additional insured and, upon request, certified copies of the required insurance policies. The certificate shall reference the agreement and provide for thirty (30) days advance notice of cancellation or non-renewal during the term of the agreement.
- Insurance to include:

○ General Liability Insurance	\$1,000,000 per occurrence
○ Workers Compensation	Statutory limits
○ Automobile Liability	\$1,000,000 per occurrence
○ Environmental Insurance Policy	\$10,000,000 minimum
○ Performance Bond	\$250,000
○ All other applicable requirements of the Standard Terms and Conditions. Note that Part 9. TERMINATION FOR CONVENIENCE of the Standard Terms and Conditions will not apply to this agreement.	

Contractor shall provide insurance and performance bond documents as part of executing the written agreement for this work.

E. Contract:

- The contract, including the City’s Standard Terms & Conditions that apply to this work, will be in the form recommended by the City.

F. Payment:

- Invoices for services under this contract will be calculated based on the gallons and/or dry tons of biosolids actually handled by the contractor, multiplied by the unit rate.
- The Utility processes and pays bills once per month, coordinated with the City of La Crosse’s normal payment schedule. In order to assure timely payment, invoices for services must be received by the Utility by the 25th of each month and should reflect actual services for the work completed.