

# STAFF REPORT



ITEM NO. **12**

*CITY OF OCEANSIDE*

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DATE: December 13, 2006

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **APPROVAL OF AMENDMENT 1 TO THE BIOSOLIDS-HAULING SERVICES AGREEMENT WITH SOLID SOLUTIONS, EXTENDING THE TERM FOR FIVE YEARS**

## **SYNOPSIS**

Staff and the Utilities Commission recommend that the City Council approve Amendment 1 in an amount not to exceed \$4,740,992 to the agreement with Solid Solutions of Garden Grove (formerly Irvine) for the hauling of biosolids from the San Luis Rey and La Salina Wastewater Treatment Plants to permitted land application sites in Arizona, extending the term from December 2006 to December 2011; and authorization for the City Manager to execute the agreement.

## **BACKGROUND**

On February 13, 2002, Council approved a contract in the amount of \$3,802,660 with Solid Solutions of Garden Grove for biosolids-hauling. Section 2.2 of the existing contract states that the agreement can be amended to extend the term for an additional five-year period prior to the completion of the initial five-year contract period. The terms and conditions of the amended agreement shall be identical to the terms and conditions of the existing agreement.

In July 2006, the City Attorney reviewed a request from staff to extend the existing contract with Solid Solutions. It was suggested that staff obtain written bids to compare with the new rates provided by Solid Solutions. Staff attempted to get written bids for comparison purposes without sending out a formal request for bids. There was either no response from the companies, they are not providing sludge-hauling services anymore, or they do not provide the array of services that is required by the City of Oceanside. Instead of written bids, staff compiled a list of the costs paid by other area agencies for sludge-hauling. These agencies and prices are listed below:

City of Encinitas, San Elijo Wastewater Facility - \$41.49 per wet ton

Cities of Carlsbad, Vista, San Marcos, Encina Wastewater Facility - \$43.39 per wet ton

City of Fallbrook, Fallbrook Wastewater Facility - \$49.50 per wet ton

Because of stricter regulations, it is becoming increasingly difficult, if not impossible, to find sludge-hauling companies that have the number and variety of reuse locations in case one or more of the sites is not accepting sludge. In addition, it is difficult to find a company that can provide this service on the schedule required at both the San Luis Rey and La Salina Wastewater Treatment Plants.

**ANALYSIS**

Solid Solutions is familiar with the requirements of both plants and has provided excellent service for the past five years. Their proposal for contract rates for the next five years is a Consumer Price Index (CPI) adjustment each year not to exceed 5 percent. Their current cost per wet ton is \$41.13. The annual change in the CPI since August 2005 is 4.3 percent, so the cost per ton for 2007 will be \$42.90.

The biosolids-hauling costs as defined in the contract are rate-based and increase incrementally each year for five years. Staff estimates 20,000 tons of biosolids will be produced each year. Below are the annual estimated not-to-exceed costs including a potential variable fuel surcharge:

Contract Year	Not to exceed cost per year
12/06 – 12/07	\$858,000
12/07 – 12/08	\$900,900
12/08 – 12/09	\$945,945
12/09 – 12/10	\$993,242
12/10 – 12/11	\$1,042,904
<b>TOTAL ESTIMATED COST OVER 5 YEARS:</b>	<b>\$4,740,992</b>

**FISCAL IMPACT**

On June 21, 2006, the City Council approved operating budgets of \$1,031,989 for biosolids-hauling in FY 2006-2007 for the La Salina and San Luis Rey Wastewater Treatment Plants (721.666930.5229 and 721.666940.5229) so there are available funds. Council will review the incremental increase for sludge-hauling each fiscal year during the budget process.

**COMMISSION OR COMMITTEE REPORT**

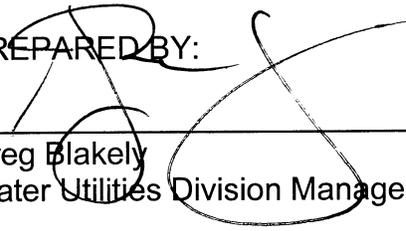
The Utilities Commission approved staff’s recommendation at its meeting on November 21, 2006.

**CITY ATTORNEY’S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

**RECOMMENDATIONS:**

Staff and the Utilities Commission recommend that the City Council approve Amendment 1 in an amount not to exceed \$4,740,992 to the agreement with Solid Solutions of Garden Grove (formerly Irvine) for the hauling of biosolids from the San Luis Rey and La Salina Wastewater Treatment Plants to permitted land application sites in Arizona, extending the term from December 2006 to December 2011; and authorization for the City Manager to execute the agreement.

PREPARED BY:   
\_\_\_\_\_  
Greg Blakely  
Water Utilities Division Manager

SUBMITTED BY:   
\_\_\_\_\_  
Barry E. Martin  
Interim City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant to the City Manager

Lonnie Thibodeaux, Interim Water Utilities Director

Nita McKay, Financial Services Director

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**AMENDMENT TO THE AGREEMENT BETWEEN  
THE CITY OF OCEANSIDE  
AND  
SOLID SOLUTIONS, LLC  
FOR HAULING AND OFFSITE REUSE (OR DISPOSAL)  
FROM THE  
LA SALINA AND SAN LUIS REY WASTEWATER TREATMENT FACILITIES**

This amendment to the AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 between the City of Oceanside, hereinafter referred to as CITY, and Solid Solutions, LLC, hereinafter referred to as PROVIDER.

**WITNESSETH**

WHEREAS, the CITY desires to amend the existing AGREEMENT by extending the term for five years as referenced in Section 2.2;

WHEREAS, these contract services are for hauling and offsite reuse and/or disposal of digested and partially dewatered sewage sludge, hereinafter referred to as biosolids, generated at the La Salina and San Luis Rey Wastewater Treatment Facilities; and

WHEREAS, PROVIDER represents that it has the necessary equipment, land, permits, and skills required to perform the necessary contract services;

NOW THEREFORE, CITY and PROVIDER agree as follows:

**ARTICLE I: SCOPE OF SERVICE**

1.1 PROVIDER shall provide the services as described in Attachment A, SCOPE OF SERVICES, dated October 15, 2006, incorporated herein by reference. PROVIDER shall follow practices consistent with all applicable regulatory requirements and generally accepted professional standards.

**ARTICLE II: TERMS OF AGREEMENT**

2.1 TERMS OF AGREEMENT. The term of this AGREEMENT shall be for a five year period commencing from the date this AGREEMENT is executed, as first written above.

2.2 EXTENSION OF AGREEMENT. This AGREEMENT shall be extended by amendment for an additional five year period upon written notification from the CITY to PROVIDER at least 90 calendar days prior to the completion of the initial five-year contract period. The terms and conditions of the amended AGREEMENT shall be identical to the terms and conditions of this AGREEMENT.

**ARTICLE III: COMPENSATION FOR SERVICES**

3.1 PER TON BASIS CALCULATIONS FOR BIOSOLIDS. The CITY is not equipped with State certified scales. The PROVIDER, at his own expense, shall weigh each load of biosolids destined for PROVIDER'S facilities at a scale certified by the PROVIDER. Copies of all weigh tickets shall be submitted to the CITY as part of the PROVIDER'S invoice.

3.2 Compensation per load shall be based on the actual tons of biosolids hauled. PROVIDER shall be responsible for establishing the maximum weight of each load to be hauled based on the allowable hauling capacities of its equipment. The CITY has the right to reduce PROVIDER's recommended maximum load up to 1,000 lbs in order to accommodate the CITY's operational needs. PROVIDER's compensation is based on hauling 100% of the biosolids generated by the CITY. The cost per ton shall be as follows during the term of the AGREEMENT.

<u>Contract Year</u>	<u>Cost Per Ton</u>
Year 6 (12/06 – 12/07)	\$42.90 per ton
Year 7 – 10	To be adjusted according to the 12-month change in the Consumer Price Index (CPI), not to exceed 5.0%, effective December 1 of each contract year.

3.3 FUEL SURCHARGE. A fuel surcharge will be assessed to the base fee per ton if diesel fuel prices rise to \$1.71 per gallon or above based upon the Opus Diesel Price Index Information Service – Diesel Price Index for San Diego, California for the last Monday of the billing month. The fuel charge shall be assessed as follows:

Diesel Price Index	
<u>For San Diego (\$ per gallon)</u>	<u>Cost per Ton Surcharge</u>
\$1.71 - \$1.80	1.25%
\$1.81 - \$1.90	2.50%
\$1.91 - \$2.00	3.125%
\$2.01 - \$2.10	3.75%

For each additional \$0.10 above \$2.10, add an additional 0.625 %

3.4 TOTAL COMPENSATION. PROVIDER's compensation for all work performed in accordance with this AGREEMENT shall not exceed the total contract price of \$4,740,992 over the five-year term. No work shall be performed by PROVIDER in excess of the total contract price without prior written approval of the Water Utilities Director.

3.5 CITY shall provide a schedule for sludge pick up with at least a minimum of 12 hours prior notice to PROVIDER. The City will be charged an additional \$150.00

**AGREEMENT EXTENSION BETWEEN THE CITY OF OCEANSIDE AND SOLID SOLUTIONS, LLC**

for scheduling and cancellation of pick-ups without a 12-hour prior notification to PROVIDER.

3.6 If it should be necessary to provide sludge hauling and disposal to Allied/San Diego Landfill Systems instead of the PROVIDER's normal land application sites, the City shall be charged a rate of \$13.50 per ton, plus tipping fees as set by the appropriate authority. Hauls to a landfill shall be permitted only in cases of emergencies. For the purpose of this agreement, an emergency shall consist of either of the following: (1) sludge is not in compliance with EPA 503 Class B Regulations; or (2) inclement weather conditions, which prevent disposal at PROVIDER's land application sites.

3.7 PER LOAD BASIS FOR GRIT HAULING. For the purposes of this agreement, a load shall be considered 20 cubic yards of grit and screenings. All grit and screenings hauling and disposal shall be charged to the CITY at a rate of \$19.00/yard, plus tipping fees as set by the appropriate authority.

**ARTICLE IV: PAYMENT FOR SERVICES**

4.1 PROVIDER's vehicle operators will be required to sign a load ticket and to specify the option and site where the biosolids are to be hauled for each trailer, prior to being removed from the treatment plants. PROVIDER will retain a copy of the load ticket and the CITY will retain a copy of the load ticket. The load tickets will be used by the CITY to verify PROVIDER's monthly invoice.

4.2 The CITY shall be responsible for tipping fees for loads hauled to appropriate disposal sites in accordance with Section 3.5 of this Agreement. PROVIDER shall furnish the CITY with tipping fee tickets signed by the appropriate disposal facility.

4.3 Compensation shall be billed bi-monthly by PROVIDER per the CITY's requested format and shall be based on the actual loads of biosolids hauled from Oceanside in the designated time period. The CITY shall make payment to the PROVIDER within thirty (30) calendar days of receipt of the invoices containing the information and documentation required by this Agreement and upon approval of the invoices by the CITY.

Acceptance and payment by CITY for services furnished hereunder shall not in any way relieve the PROVIDER of its responsibility to provide services in strict accordance with Federal, State and local law. Provider warrants that the disposal site for the biosolids comply with applicable Federal, State and local law. Neither CITY's acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT.

**ARTICLE V: TERMINATION OF AGREEMENT**

5.1 If during the terms of this AGREEMENT, CITY determines that PROVIDER is not faithfully abiding by any term or condition contained herein, CITY may notify PROVIDER in writing of such defect or failure to perform. Such notice must allow PROVIDER a ten (10) working day period thereafter in which to perform said work or cure the deficiency. If PROVIDER has not performed the work or cured the deficiency within the specified period, this shall constitute a breach of AGREEMENT, and CITY may terminate AGREEMENT immediately by written notice to PROVIDER. At such time, neither party shall have any further duties, obligations, responsibilities, or rights under this AGREEMENT. In said event, PROVIDER shall be entitled to the reasonable value of its service performed from the beginning of the period in which the breach occurs or up to the day it received CITY's notice of termination, whichever occurs first. The City shall be entitled to a reduction in such payment for any damages resulting from such breach. In no event shall PROVIDER be entitled to receive compensation or payment in excess of that specified under Article III.

5.2 In the event that the CITY decides to produce, or contract to produce, a Class A biosolid, as defined in the EPA 503 Regulations, this agreement may be terminated by the CITY or PROVIDER after a minimum service period of three (3) years has been completed. In this case, the CITY or PROVIDER will give the other party a ninety (90) day written notice to terminate the agreement.

**ARTICLE VI: LIABILITY**

6.1 PROVIDER is an independent contractor and not an employee of CITY. No permitted or required approval by CITY of personnel, costs, schedules, documents, or services of PROVIDER shall be construed as making the CITY responsible for the manner in which PROVIDER performs its services. Such approvals are intended only to give CITY the right to satisfy itself with the quality of work performed by PROVIDER.

6.2 PROVIDER agrees to hold harmless and defend CITY, its officers, agents, and employees with respect to any claim or legal proceedings or judgment made, filed, or presented against the foregoing, by reason of PROVIDER's, its officers, agents, employees negligence, malfeasance, save and except in those instances where such expense, liability or claim is caused solely by an act or omission of CITY, its officers, agents, or employees.

6.3 CITY agrees to hold harmless and defend PROVIDER, its officers, agents, and employees with respect to any claim or legal proceedings or judgment made, filed, or presented against the foregoing, by reason of CITY's, its officers, agents, employees negligence, malfeasance, save and except in those instances where such expense, liability or claim is caused by an act or omission of PROVIDER, its officers, agents, or employees.

**ARTICLE VII: ENVIRONMENTAL PROTECTION AGENCY (EPA)  
COMPLIANCE**

7.1 The CITY shall be responsible for producing a digested biosolids of a quality acceptable by the California Department of Health and the U.S. Environmental Protection Agency (EPA) as a non-hazardous material. The CITY shall also be responsible for producing a digested biosolids that meet the U.S. EPA's class B Pathogen Reproduction requirements.

7.2 The PROVIDER shall not add to the CITY's biosolids hauled, reused, disposed, or in any other way handled by the PROVIDER, any material; considered hazardous, or which creates byproducts or residues considered to be hazardous under Federal or California State laws.

7.3 In the event the PROVIDER adds any material to the biosolids that cause the biosolids to be hazardous, the PROVIDER will be responsible for all costs incurred to properly treat and dispose of the biosolids. Costs shall include any defense, remediation, and any damages incurred due to improper disposal and/or handling of biosolids. In the event any hazardous biosolids are disposed of by the PROVIDER under the AGREEMENT, the PROVIDER shall promptly notify the CITY of this nature of the biosolids and the proposed method of disposal.

**ARTICLE VIII: INSURANCE**

8.1 During the course of the AGREEMENT, PROVIDER shall pay for and maintain, in full force and effect, all insurance required by any governmental agency having jurisdiction to require particular insurance of PROVIDER in connection with or related to the services covered hereby.

8.2 PROVIDER shall furnish satisfactory proof by certificate or otherwise as may be required, that it has procured and maintained, during the life of this AGREEMENT, public liability, vehicular and property damage insurance covering both CITY and PROVIDER, and listing the CITY as an additional insured.

8.3 The insurance carrier shall be a California admitted insurance carrier, and insurance shall be in such form as to protect the CITY and its employees against loss from liability imposed by law from damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the negligent performance or execution of this AGREEMENT by PROVIDER or any subcontractor with PROVIDER thereunder, and also to protect the CITY and its employees against loss from liability imposed by law for damage to any property, caused directly or indirectly by the negligent performance or execution of the AGREEMENT by PROVIDER. Such insurance shall also cover accidents arising out of the use and operation of automobiles, trucks, and/or other mobile equipment. All said public liability and property damage insurance shall be for the period of performance under this AGREEMENT. The amounts of coverage of said insurance shall not be less than the following:

**AGREEMENT EXTENSION BETWEEN THE CITY OF OCEANSIDE AND SOLID SOLUTIONS, LLC**

General Bodily Injury	\$1,000,000 single limit
General Property	\$1,000,000 single limit
Auto Bodily Injury	\$1,000,000 single limit
Auto Property Damage	\$1,000,000 single limit
General Contractual Liability	\$1,000,000 single limit

8.4 Said policies shall have a non-cancellation clause providing that thirty (30) calendar days written notice shall be given to the CITY prior to any such cancellation, and a certificate of such insurance shall be furnished to CITY by direct mail from PROVIDER's insurance carrier and shall specifically cover any contractual liability incurred hereunder. Failure of the PROVIDER to replace the insurance required by this Agreement at least thirty (30) calendar days before the date of cancellation shall be deemed a material breach of this Agreement.

8.5 PROVIDER shall further maintain adequate workers' compensation insurance, including occupational disease provisions, under the laws of the State of California, and other State (as applicable) and employer's general liability insurance for the benefit of its employees and shall require similar insurance to be provided by its subcontractors. A certificate shall be furnished to the CITY showing compliance with above.

**ARTICLE IX: PERFORMANCE BOND**

9.1 PROVIDER shall, at its sole cost, maintain and keep in full force and effect at all times during the terms of this AGREEMENT, or any extension thereof, a \$25,000 Performance Bond in the form of Attachment C, incorporated herein by reference. The Performance Bond shall be issued by an admitted surety insurer in the State of California.

9.2 In lieu of a Performance Bond, PROVIDER may substitute either a letter of credit from a financial institution licensed or chartered by the State or Federal government, or funds equal to the value of the Performance Bond (\$25,000).

9.3 Substituted funds shall be held by the CITY in Certificate of Deposit throughout the term of the AGREEMENT, or any extension thereof. Upon successful completion of the AGREEMENT, or any extension thereof, PROVIDER shall be refunded the deposited funds including any interest accrued. Should PROVIDER fail to perform, the CITY shall collect the funds equal to the value of the Performance Bond and PROVIDER shall collect any interest.

9.4 A letter of credit shall be automatically renewed annually from the date of expiration, throughout the term of the AGREEMENT or any extension thereof, unless notice of non-renewal is provided in writing to the CITY at least 60 days prior to its expiration date. If a notice of non-renewal is provided, payment of the funds secured by the letter of credit must be made to the CITY unless the CITY notifies the financial institution in writing within thirty (30) days of the notice of non-renewal that such payment is not required.

**AGREEMENT EXTENSION BETWEEN THE CITY OF OCEANSIDE AND SOLID SOLUTIONS, LLC**

9.5 In addition, the letter of credit shall state that the CITY has the right to receive upon demand, immediate, unconditional payment under the letter of credit of the amount due to the CITY as a result of the PROVIDER's failure or inability to comply with any provision or condition of the AGREEMENT with the CITY, upon presentation to the insurer of written certification by the General Manager of the amount due and the reasons thereof.

9.6 Collection by the CITY of bond funds, deposited funds, or funds associated with a letter of credit, does not preclude the CITY from pursuing other remedies provided by law.

**ARTICLE X: CONFLICT OF INTEREST**

10.1 If so desired by the CITY, PROVIDER shall file with the CITY and maintain a conflict of interest statement in compliance with the CITY's Conflict of Interest Code.

**ARTICLE XI: ADDITIONAL PROVISIONS**

11.1 NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery, or by U.S. mail, postage prepaid, and addressed as follows:

**CITY OF OCEANSIDE:**

Water Utilities Director  
City Of Oceanside Water Utilities Department  
300 North Coast Highway  
Oceanside, CA 92054

**PROVIDER:**

Solid Solutions, LLC  
12812 Valley View Street, Suite 9  
Garden Grove, CA 92845-2512

ATTN: Jeff Thurber

11.2 DATA FURNISHED BY CITY. Upon PROVIDER's request, CITY shall make available all non-privileged data in its possession relevant to the services provided by PROVIDER. It shall be PROVIDER's responsibility to apply reasonable caution in the use and interpretation of the data furnished by the CITY and promptly advise the CITY of any incorrect or suspect data furnished.

11.3 ENTIRE AGREEMENT. This AGREEMENT represents the entire understanding of the CITY and PROVIDER as to those matters covered hereunder. The AGREEMENT may not be modified or altered except in writing signed by both parties.

11.4 ASSIGNMENT. This AGREEMENT shall not be assigned by either party without the prior written consent of the non-assigning party. The non-assigning party shall not unreasonably withhold its written consent of the assignment.

**AGREEMENT EXTENSION BETWEEN THE CITY OF OCEANSIDE AND SOLID SOLUTIONS, LLC**

11.5 SUBCONTRACTS. The CITY has entered into the AGREEMENT in order to receive the professional service of PROVIDER. The provisions of the AGREEMENT shall apply to any subcontractor of PROVIDER. The CITY shall have the right to approve all related subcontractor agreements. All subcontractor activities shall be conducted in accordance with Government Code 7550.

11.6 LITIGATION COSTS. In the event an action is filed by either party to enforce any rights or obligations under this AGREEMENT, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and expenses, in addition to any other relief granted by the court.

11.7 GOVERNING LAW. This AGREEMENT shall be administered and interpreted under the laws of the State of California. Venue for any litigation arising from this AGREEMENT shall be in the County of San Diego, State of California. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this AGREEMENT shall be in full force and effect.

11.8 FORCE MAJEURE. Neither PROVIDER or CITY shall be charged with failure to comply with any of the obligations of this Agreement if such failure is caused by fires, floods, embargos, governmental regulations, wars, strikes, or any other cause beyond its possible control.

11.9 WAIVER. No term or provision hereof shall be deemed waived and no default of breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented to such breach. The consent by any party to, or waiver of, a breach or default of the other, shall not constitute a consent to, waiver of, or excuse for, any other subsequent breach or default.

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ARTICLE XII: SIGNATURES

12.0 SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the PROVIDER and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures this \_\_\_\_ day of \_\_\_\_\_, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

BY: *Jeff Tharber*  
SIGNATURE

Jeff Tharber / G.M.  
NAME/TITLE

BY: \_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
ATTEST: CITY CLERK

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME/TITLE

95-4835459  
FEDERAL EMPLOYER I.D. NO.

*Burt Hamilton, ASST.*

APPROVED AS TO FORM:  
CITY ATTORNEY

**NOTARY ACKNOWLEDGMENTS OF PROVIDER MUST BE ATTACHED.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE } ss.

On 10.26.06, before me, SARA B. PACHECO, NOTARY PUBLIC,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JEFFREY A. THUBER,  
Name(s) of Signer(s)

- personally known to me  
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Sara Pacheco  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

**Solid Solutions, L.L.C.**

12340 Seal Beach Blvd., #B-383

Seal Beach, CA 90740

Authorization of Signature

I, Kevin P. Sutton, certify that I am the President of the limited liability corporation Solid Solutions, LLC; that Jeff Thurber, who signed this contract on behalf of Solid Solutions, LLC, was then Vice President of said limited liability corporation; that said contract is within the scope of its company powers and duly signed for on behalf of Solid Solutions, LLC by the authority of its governing body.

By: *Jeff Thurber*

Name: Jeff Thurber - G.M & V.P

Title: Vice President

Date: 10-27-06

By: *Kevin P Sutton*

Name: Kevin P Sutton - President

Title: President

Date: 10-27-06

## **Attachment A Scope of Work**

Solid Solutions, LLC will provide the following biosolids hauling and offsite reuse or disposal services to the City of Oceanside:

### **1.0 Transportation**

Each biosolids transport driver shall be trained as to the nature of its load and the proper response to accidents or spill events and shall carry a copy of a Spill Response Plan (Appendix A.4). Biosolids will be collected from the WWTP (Wastewater Treatment Plant) in a water tight end-dump. These trailers will be tarped during transportation. Truck drivers will be routed to assigned fields on a daily basis. The biosolids will be off-loaded at the site within the field boundaries. Once off-loaded, the trailers will be washed with a water truck if necessary.

### **2.0 Land Application Operations**

Before biosolids application begins, each site will go through site preparation procedures.

- a. Land ownership of the site will be verified to ensure that no changes have occurred since consent had been given.
- b. The site will be visually examined if there are any changes from its original map on file.
- c. Site boundaries and buffer zones will be clearly marked.
- d. The site entrance will be clearly marked
- e. Haul routes will be verified that no changes have been made to the route that would impair delivery of biosolids.

Buffer zones are set back areas that will not receive biosolids. These buffers will provide additional protection of water quality and will help minimize potential nuisance. The buffer zone distances to be observed are:

- 1000 feet from a public or semi-public drinking water supply well
- 250 feet from any other well
- 32.8 feet from surface waters
- 25 feet from public roads
- 25 feet from property lines

Biosolids delivered to the site will be off-loaded at a staging area. The staging area is where loads are delivered and biosolids are loaded into spreaders for application. Biosolids will be loaded using a front-end loader into a modified manure spreader or truck mounted spreader. Biosolids will be spread in the same manner as animal manure where the biosolids will be spread across an area of the field. Application rate will be calibrated by varying the driving speed by the tractor or spreader.

Biosolids will be applied at the agronomic rate of the intended crop. The agronomic rate is the nitrogen requirements a plant needs for optimal growth and production. Biosolids will be

sampled on a monthly basis and analyzed for its metal and nutrient content. These results will be used with the agronomic rate of the crop to determine the application rate of the biosolids.

If a field has been applied in the past and receives biosolids that are above Table 3 of 40 CFR Part 503.13, the background soil metals and total previously applied metals will be totaled. If any metal will exceed the cumulative pollutant loading rate listed in Table 2 3 of 40 CFR Part 503.13 by receiving more biosolids, land application will cease on that field.

### 3.0 Site and Permitting Information

Each site to receive biosolids will be permitted through the appropriate local, state, and/or federal agency.

Currently, all biosolids are being delivered to sites YM 1, fields 1-20, and YM 2. Sites YM 1 and YM 2 are located in Yuma County, Arizona. The sites are registered by the Arizona Department of Environmental Quality (ADEQ) according to of Arizona Administrative Code Title 18, Chapter 13, Article 15 (A.A.C. R18-12-15). The sites meet all the requirements set forth in A.A.C. R18-12-15.

YM 1 site has 1084 acres permitted to receive biosolids. The farm rotates mostly oats, cotton, alfalfa, corn and cotton, depending on the crop markets. All the farmed ground is irrigated and has less than 2% slopes. The soils are predominantly sandy loams with the groundwater depth greater than 70 feet.

YM 2 site has 2601 acres permitted to receive biosolids. The farm rotates mostly oats, cotton, alfalfa, corn and cotton, depending on the crop markets. All the farmed ground is irrigated and has less than 2% slopes. The soils are predominantly sandy loams with the groundwater depth greater than 70 feet.

Every month the amount of biosolids applied to each field and the quantity of metals applied per acre will be reported to each generator. A yearly report will be generated detailing the actual sites used, amount of biosolids applied on each site, amount of metals applied to each site, and total metals applied from all biosolids applications per regulations.

### 4.0 Spill Response Plan

This Spill Response Plan has been written to establish detailed procedures to be followed in case a spill occurs while hauling biosolids. This Plan will be provided to and explained to the personnel involved in the hauling of biosolids so that transportation requirements and spill clean up procedures will be understood.

#### **Biosolids Hazards**

Biosolids are considered non-hazardous and non-toxic. Spilled biosolids can cause roadways to become slick. Biosolids should not be allowed to wash into storm drains or waterways.

Use gloves to clean or handle biosolids. Always wash your hands and any body part that contacts biosolids with soap and water. Do not eat or drink while handling or working with biosolids.

## **Emergency Contacts and Notification Procedures**

In the case a spill or accident occurs during the transportation of biosolids, the following emergency contacts will be contacted:

Project Manager	Office	(760) 434-0003
	Cell	(760) 801-3175
General Manager	Office	(949) 442-9946
	Cell	(310) 466-5852
	Pager	(800) 791-3850

Once the spill is contained, the following agency will be notified of the spill:

- a. The Highway Patrol or local Police
- b. Cal Trans or the state's transportation agency
- c. The Wastewater Treatment Plant where biosolids originated
- d. The local health department and permitting agency, as necessary

## **Personal Protective Equipment**

Trucks hauling biosolids will be carrying the following equipment for their protection in case of a biosolids spill:

- a. First Aid Kit including: Band aids, Gauze, Antiseptic ointments, Burn ointments,
- b. Gloves
- c. Shovel (to avoid contact with biosolids)
- d. Broom (to avoid contact with biosolids)

## **Response Instructions for Spills**

If a spill or accident occurs and the driver is not hurt, the following procedures will be followed:

### **DRIVER**

1. The truck will be parked on the side of the road, if possible.
2. Cones or flares will be placed around the spill to keep traffic from entering spill area.
3. Spill will be contained, if possible or necessary, away from any waterways or drains by the use of shovel or appropriate containment measure.
4. Solid Solutions' management will be notified of the spill location and size.
5. Traffic will be controlled until authorities arrive.
6. Spill will be cleaned and returned to trailer with shovel and broom, if small enough and if truck and trailer are operable.
7. Biosolids Spill Report Form will be completed (see attached form).
8. Truck will stay at site until clean up is complete.

### **OPERATIONS MANAGER**

1. The appropriate agencies will be contacted (see above).
2. If spill requires a clean up crew, one will be dispatched. The crew will include:
  - a. Two person crew, unless more personnel is needed
  - b. Rubber tired front-end loader or other loader
  - c. Sandbags and/or hay bales, or absorbent material
  - d. Street sweeper
  - e. Shovels, brooms, cones and flares
3. If truck or trailer are not operable, an alternative truck and trailer will be sent as needed.
4. Biosolids Spill Report will be completed.

### **Spill Clean Up**

If spill does not require a crew for clean up, the driver will replace spilled biosolids in trailer. If biosolids replaced into trailer were not contaminated, the load will be delivered to its intended site. Otherwise, contaminated biosolids will be sent to an approved landfill for disposal.

If spill does require a crew, the following clean up will be performed:

1. Contain biosolids to the spill area and block drains with sand, sandbags, or absorbent material.
2. Place biosolids into one pile using shovels, broom, and/or loader.
3. Load biosolids into operable truck and trailer with loader and shovels.
4. Clean road, if necessary, with street sweeper.
5. Follow any other instruction by local permitting agency or health officer.
6. Transport spill material to intended site or disposal site, if contaminated.
7. Transport equipment used to intended site or wastewater treatment site to be washed and cleaned.

### **If Hazardous or Unauthorized Materials are Found**

If hazardous or unauthorized materials are found, containment and notification procedures will be followed as detailed in Response Instructions for Biosolids Spill. No clean up will begin until notification of spill and recognition of hazardous or unauthorized materials are explained to Solid Solutions' management and appropriate agencies. Clean up and disposal will be performed according to instructions given by the appropriate agency.

### **Biosolids Spill Report**

After biosolids are cleaned, a Biosolids Spill Report will be completed. It will include:

- a. Location, date and time of spill.
- b. Biosolids Spill Report Form completed by driver (see attached).
- c. Clean up measures taken.
- d. Biosolids use or disposal after clean up.
- e. Any other pertinent information on the spill

This report will be sent to the appropriate agency and will be kept on file.

**Spill Report Form**

Name: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Date of Spill: \_\_\_\_\_ Time of Spill: \_\_\_\_\_

Hauler's Company Name: \_\_\_\_\_

Driver's Name: \_\_\_\_\_

Truck License #: \_\_\_\_\_ Trailer License #: \_\_\_\_\_

Load Origination: \_\_\_\_\_ Load #: \_\_\_\_\_

Location of Spill:

\_\_\_\_\_  
\_\_\_\_\_

Cause of Spill:

\_\_\_\_\_  
\_\_\_\_\_

Quantity of Biosolids Spilled: \_\_\_\_\_

Tractor and Trailer Condition: \_\_\_\_\_

Weather Conditions: \_\_\_\_\_

Did an accident occur? Yes or No

If Yes, Explain Damage:

\_\_\_\_\_  
\_\_\_\_\_

Explain Injuries:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date