

**Memorandum
Public Works Department**



To: City Manager
Subject: Land Application Contract Renewal
Date: October 7, 2013
Number: 2013-119

Attached is a contract renewal from Land Treatment Alternatives Inc. for the land application of wastewater biosolids, commonly referred to as wastewater sludge.

Since 1992, the City has contracted with Land Treatment Alternatives of Geneseo (LTA) for the land application of wastewater biosolids from the Mill Street Wastewater Plant. LTA locates and arranges the farm sites for application as well as provides the actual spreading of the biosolids. LTA also monitors the loading rates and assures all the State and Federal regulations are met.

The proposed contract would be the eighth, 3-year contract with LTA for land application since 1992. The new proposal is as follows:

- \$9.20 per cubic yard for 2013, an increase of 4.55% (40 cents per cubic yard)
- \$9.40 per cubic yard for 2014, an increase of 2.17% (20 cents per cubic yard)
- \$9.60 per cubic yard for 2015, an increase of 2.13% (20 cents per cubic yard)

The cost for agricultural land application of biosolids is comparable to the cost of landfill disposal, while providing beneficial reuse of the biosolids.

Recommendation

The Public Works Department recommends that the City Council authorize the City Manager to execute the contract documents with Land Treatment Alternatives, Inc.

Vendor: Land Treatment Alternatives, Inc.
Contract Amount: \$9.20 / cubic yard in 2013
\$9.40 / cubic yard in 2014
\$9.60 / cubic yard in 2015

Fund:	506	Wastewater
Division:	618	Utilities
Cost Center:	341	Mill Street Wastewater Plant
Object Code:	53704	Waste Disposal Services

Requisition Number:

Submitted by: Randall D. Tweet, Public Works Director
Larry Cook, Utilities Superintendent

Approved by: Thomas Thomas, City Manager

**PROPOSAL TO PROVIDE
SEWAGE SLUDGE DISPOSAL SERVICES
TO
THE CITY OF ROCK ISLAND
PUBLIC WORKS DEPARTMENT**

**submitted to Mr. Larry Cook
Utilities Superintendent**

June 5, 2013

GENERAL PROVISIONS

A. DEFINITION

In the proposal that follows LTA refers to Land Treatment Alternatives, Inc. and the City refers to The City of Rock Island, Public Works Department.

B. ADDITIONAL SERVICES

The city may request additional services be performed in the contract year provided two weeks notice is given. Prices as included in the ANNUAL BUDGET will be used unless parameters are added to or subtracted from the Scope of Services.

C. FORCE MAJEURE

Neither party will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from weather conditions or any other cause beyond the reasonable control or contemplation of either party.

D. OBLIGATIONS OF LTA

1. LTA will be responsible for arranging for temporary biosolids storage and directing the City to these areas for stockpiling biosolids prior to spreading.
2. LTA will be responsible for biosolids spreading activities subcontracted by LTA.
3. LTA will comply with all terms and special conditions of the City's Illinois Environmental Protection Agency (IEPA) sludge generator permit, state and federal environmental regulations.
4. LTA will keep complete records of biosolids disposal activities, nutrient and pollutant loading and provide these data to the City on a regular basis.

E. OBLIGATIONS OF THE CITY

1. The City will maintain a current IEPA sludge generator permit for the duration of this contract.
2. The City will conduct complete biosolids analyses on a quarterly basis

as described in the Scope of Services and in its' sludge generator permit. The results will be provided to LTA in a timely manner consistent with the execution of the Scope of Services.

3. The City will keep records of the number of truck loads and cubic yards per load transported to each temporary storage area. The truck log will be sent to LTA monthly in order to schedule biosolids spreading and to invoice the City.

4. The City's Wastewater Treatment Plant Supervisor will keep LTA informed of any changes in process, permit conditions, etc. that may affect the land treatment program and the Scope of Services.

F. HOLD HARMLESS

The City agrees to indemnify, defend and hold LTA harmless from any and all claims, liabilities, obligations, governmental penalties, fines, and causes of action of any nature, including injury to or death of any person or damage to or destruction of any property resulting from any and all acts or omissions of the City including court costs and attorney's fees, excluding only those caused by the sole negligence of LTA.

Additionally, LTA agrees to indemnify, defend and hold the City harmless from any and all claims, liabilities, obligations, governmental penalties, fines, and causes of action of any nature, including injury to or death of any person or damage to or destruction of any property resulting from any and all acts or omissions of LTA including court costs and attorney's fees, excluding only those caused by the sole negligence of the City.

G. SOLICITING EMPLOYEES

Neither party will solicit an employee of the other party, nor hire or make an offer of employment to an employee of the other party, without prior written consent of the other party, during the time this contract is in effect.

H. CONTRACT PERIOD AND PRICE

The term of this contract shall be for three (3) concurrent annual periods subject to approval of the ANNUAL BUDGET by the City.

I. TERMS OF PAYMENT

Payment will be made net thirty (30) days of receipt of invoice.

SCOPE OF SERVICES

LTA will locate and arrange for disposal of domestic municipal biosolids generated by the City of Rock Islands' Mill Street Wastewater Treatment Plant and will comply with state and federal regulations, and all special conditions of the City's sludge generator permit. The City will transport filter bed cake to designated fields for temporary stockpiling.

The specific work will be performed as described below:

- I. **CONSULTATION WITH GROWERS** to explain the limitations of the program, the responsibilities of the participants, select sites, delineate buffer zones and soil test each site.
- II. **COORDINATE WITH PUBLIC WORKS PERSONNEL** for scheduling biosolids removal from drying beds and temporary stockpiling at the disposal site.
- III. **BIOSOLIDS SAMPLING AND TESTING BY LTA, Inc.** will be done in compliance of the City's IEPA permit and Part 503 regulations. Biosolids will be tested for percent total solids daily during hauling.

A composite sample will be tested for the following nutrients on a quarterly basis:

% Total Solids	% volatile solids
Phosphorus (total)	Total Kjeldahl Nitrogen
Potassium (total)	Ammonia Nitrogen

In addition, total metals, as per the City's permit, state and federal (Part 503) regulations will be analyzed by LTA.

The parameters expected are as follows:

Arsenic	Cadmium	Chromium
Copper	Lead	Manganese
Mercury	Molybdenum	Nickel
Selenium	Zinc	
and % volatile acids		

These analyses will be used to calculate agronomic application rates and nutrient/pollutant loadings. A copy of the analysis will be sent directly to Mr. Randy James, Wastewater Treatment Plant Supervisor.

- IV. BIOSOLIDS DISPOSAL will be managed by LTA and performed by LTA's subcontracted biosolids spreader. LTA will calculate application rates, coordinate spreading, and determine nutrient/pollutant for each site.

- V. RECORDS AND REPORTS will be given to the City for filing its' semi-annual reports to Illinois Environmental Protection Agency. Certifications and other information required in Part 503 will be provided to the City for filing of it's annual report to USEPA.

ANNUAL BUDGET

<u>Year</u>	<u>Land Application of Sewage Sludge</u>	<u>Unit Price</u>
2013	Class B from Mill Street Wastewater Plant	\$9.20
2014	Class B from Mill Street Wastewater Plant	\$9.40
2015	Class B from Mill Street Wastewater Plant	\$9.60

SIGNATURES

Approved for THE CITY OF ROCK ISLAND, PUBLIC WORKS DEPT.

Approved for LAND TREATMENT ALTERNATIVES, INC.

By: _____

By: D. L. Fitch

Title: _____

Title: President

Date: _____

Date: 6-05-2013