

1) OVERVIEW

The Work under this Contract consists of LAND APPLICATION OF LIQUID BIOSOLIDS Services for various Division of Water Reclamation (DWR) Facilities. This Work shall include the agronomic land application of approximately 8% Total Solids (TS) Class B, anaerobically digested liquid biosolids described in the following detailed scope of services.

Approximately 50,000 wet tons (WT) per year of liquid biosolids may be generated by the City of Columbus (the City) Water Reclamation Plants (WRPs) for land application to Ohio Environmental Protection Agency (OEPA) authorized fields. This available tonnage estimate is provided for operational planning purposes and does not guarantee a minimum payment obligation on the part of the City.

Both Jackson Pike Water Reclamation Plant (JPWRP) and Southerly Water Reclamation Plant (SWRP) produce biosolids that meet Class B pathogen reduction and vector attraction reduction (VAR) requirements by the time of loadout. JPWRP and SWRP have a storage capacity of 6 million gallons and 8 million gallons respectively. Both plants are equipped with Biosolids Land Application Facilities (BLAF) for liquid loadout complete with scaling systems. Under this contract, the Contractor shall not apply biosolids or any other material (except as required for soil pH adjustment) obtained from any source other than the City of Columbus Water Reclamation Plants to land authorized to the City. The Contractor shall not apply biosolids obtained from the City to fields other than those authorized to the City. Contractor shall not charge any third party fees for biosolids application or related services under this contract.

All services performed by the Contractor must comply with Ohio Administrative Code 3745-40 regulations. It is the Contractor's responsibility to stay informed of changes in the Code.

2) PAY ITEM QUANTITY AND PAYMENT

PAY ITEMS 1 AND 2 - AGRONOMIC APPLICATION OF LIQUID BIOSOLIDS

Pay Items 1 and 2 cover all operational, compliance, and administrative costs necessary for the hauling and land application of liquid biosolids as priced on a per wet ton basis based on the season in which biosolids are hauled. The two Pay Items reflect the varying field, agronomic, and weather conditions which impact hauling during different times of year. Pay Item 1 prices biosolids hauled and land applied on a per wet ton basis during the Peak Season, defined as the entirety of the five months of April, July, August, October, and November. Pay Item 2 prices biosolids hauled and land applied during the Off Season, defined as the entirety of the seven months of December, January, February, March, May, June, and September. As part of the hauling and land application of liquid biosolids, the Contractor shall be responsible for all aspects of program management including but not limited to: loading and transportation of biosolids, land application of biosolids via subsurface injection, field sampling and permitting, preparation and maintenance of compliance materials, and monthly, quarterly, and annual reporting as detailed in site operational requirements, reporting requirements, and other requirements.

The Contractor shall be responsible for developing new and maintaining active farmer relationships, soil tests, and field permit documentation sufficient to access the acreage necessary to apply the anticipated 50,000 WT of biosolids available under this Contract.

PEAK SEASON MINIMUM HAULING PENALTY

The monthly hauling goal for liquid land application is 4,500 WT/month during peak season. Understanding variation in weather and agronomic need impacts on land availability, the City requires a conservative monthly hauling minimum of 3,000 WTs during Peak Season.

- I. Failure to meet the monthly hauling minimum during any of the six months of the Peak Season shall result in a deduction of 50% the per Wet Ton price on the difference between tonnage hauled and the monthly minimum.
 - a. For example: If the Contractor hauls only 1,500 WTs in the month of August at a per WT price of \$15.00 per ton. The Contractor will earn
$$= (2,000 \text{ WT} * \$15.00) - ((3,000 \text{ WT} - 2,000 \text{ WT}) * \$15.00 * 0.5)$$
$$= \$30,000 - \$7,500$$
$$= \$22,500$$
- II. Should the Contractor fail to haul any biosolids during a given Peak Season month or haul an insufficient quantity such that the minimum hauling penalty exceeds the total price of tonnage hauled, the penalty shall be carried forward to the next month's invoice in its entirety.
- III. The Contractor may request a waiver of the penalty based on documented field or operational conditions. Contractor shall thoroughly and satisfactorily document at least one of the following.
 - a. Greater than 50% of the acreage of planned fields as documented on the Quarterly and Monthly report had saturated soil in the top 2 inches of soil for greater than 15 days of the month.
 - i. Saturated soil is defined as soil with an available water capacity greater than field capacity.
 - b. Weather records documenting precipitation days in excess of 15 days or a total monthly rainfall in excess of 4" as determined by precipitation in Franklin or Pickaway County.
 - c. Liquid biosolids availability was insufficient to meet the hauling minimum. Availability may be impacted by documented BLAF loadout outages, NANI lead times greater than two weeks, or other documented outages of City owned equipment and/or facilities. Outage conditions must be met at both plants. Biosolids unavailability from a "preferred" or previously applied from plant will not be considered sufficient justification for application of this waiver.

PRICE INCREASES

Contractor shall bid firm or fixed prices on the Proposal Pages. No increases will be considered for the full term of the contract including renewals, except as provided in the escalator and fuel surcharge clauses below.

- I. Escalator Clause: No price adjustment shall be granted during the first twelve (12) months of the contract term. After the first twelve (12) months of the contract term, a maximum of two price adjustments may occur within any twelve (12) month period of the contract term. The Contractor may request a price adjustment in accordance with this clause. Adjustments may be based on a documented increase in the cost of labor, equipment, or similar costs. The City may, in its sole discretion, approve a price adjustment upon submission of a written request including proper documentation as specified below. The City may require additional documentation as needed. All price decreases inure to the benefit of the City. The written request, including the following documentation shall be sent to the Project Manager.
 - a. Price Documentation: The Contractor shall submit the following documentation with each request for a price increase under the escalator clause:
 - i. Copies of the old and the current price lists or similar documents which indicate the original base cost of the service borne by the Contractor and the corresponding increase; and
 - ii. Copies of correspondence sent by the Contractor's supplier explaining the source of the increase in such areas of equipment or labor, etc.; and
 - iii. Copies of excerpts from business publications, market quotations or trade journals recognized as being representative of their particular trade or industry, that indicate a trend toward an increase in the current market for the services under the awarded contract.
 - b. Right of Cancellation: If at any time during the term of the contract the Contractor's total cumulative request(s) for a price increase(s) are greater than fifteen percent (15%) of the base bid, the City of Columbus may cancel this agreement with seven (7) days written notification.
 - c. No price increase shall take effect earlier than thirty (30) days following the City's approval of the request.
- II. Fuel Surcharge: A price adjustment may be requested by the Contractor when the price of fuel exceeds the Established Base Rate, as defined herein, and the Contractor will be reimbursed for excess costs incurred in performance of the work of this Contractor (the "Fuel Surcharge").
 - a. The Established Base Rate shall be the per gallon rate established on the date of contract signature for over-the-road diesel fuel, published by the EIA (www.EIA.gov) for the Midwest (PADD 2) Gasoline and Diesel Retail Prices.
 - b. The Fuel Surcharge will be paid if actual fuel costs exceed the Established Base Rate. The Fuel Surcharge will be adjusted monthly at a rate of 0.5% for every ten cents (\$0.10) above the Established Base Rate per gallon.
 - c. There will be no Fuel Surcharge when EIA published Midwest diesel fuel rates are below the Established Base Rate per gallon. If the price of fuel increases above the Established Base Rate then decreases the next month, the Fuel Surcharge will be reduced back to the appropriate percentage rate surcharge or no surcharge will be added if fuel is at or below the Established Base Rate.
 - d. Calculations will be shown and any references (websites, online calculators) will be shared on each invoice.

3) SITE OPERATIONAL REQUIREMENTS

LAND APPLICATION SITE PERMITTING

- I. OEPA Permitted Land base – A combined total over 20,000 acres is currently permitted to the City of Columbus JPWRP and SWRP under NPDES 4PF000000 and 4PF000001 respectively. This acreage does not necessarily represent active fields. In the past five years, the City has utilized only 3,700 acres of its permitted fields and applies to approximately 1,100 acres annually. The Contractor may apply to any of these permitted fields upon approval from the City, receipt of consent from the beneficial use site owner and beneficial use site operator, completion of a new soil test, and completion of the Beneficial Use Re-Certification Form (BUR).
 - a. The Contractor shall regularly review available land base to assure adequate acreage for application. The Contractor shall proactively identify fields for permitting and submit permit applications as needed.
 - b. New soil samples must be collected and analyzed prior to application for all fields which the contractor has not previously applied regardless of last soil sampling date from prior contractors or the landowner.
- II. Site Authorization Responsibility - The City will retain site authorization approvals under the City's name. Thus, all site authorization applications (BUAs), applications for transfer (AFT), and acreage amendments (AA) for fields intended for City of Columbus biosolids application shall be processed through the City of Columbus DWR Biosolids Specialist.
- III. Acquiring New Acreage - To assure adequate land base, the Contractor shall be responsible for identifying landowners and farmers interested in receiving biosolids and completing all necessary components for site authorization.
 - a. The Contractor is responsible for acquiring and refurbishing all necessary soil testing, site maps, landowner consent agreements, and other records necessary for permit applications. All associated records shall be submitted to the City Biosolids Specialist for review.
 - b. All final applications will be submitted by and through the City upon approval from the Biosolids Specialist.
 - c. All applications shall be completed according to the instructions provided on the OEPA Biosolids Program page using the most recent available form and most current guidance from OEPA.
 - d. Applications for Transfer will not be submitted for fields which are subject to cumulative pollutant loading rates.
 - e. The City reserves the right to deny any site authorization application for any reason.
 - f. All applications and site records shall be refurbished to the Biosolids Specialist no later than 50 days prior to planned application.
- IV. Additional site information beyond that listed in this section and required under OAC 3745-40 shall be acquired and refurbished by the Contractor and submitted to the City for review.

SAMPLING AND ANALYSIS REQUIREMENTS

- I. Biosolids Analyses - The Contractor is responsible for notification of Plant staff that biosolids hauling is occurring. Plant staff will collect a daily composite biosolids sample on each day hauled. Plant contact information is posted at loadout locations. As operations change, sampling procedures may be updated to achieve continuous improvement, provided that the requirements contained herein continue to be met.
 - a. Daily composite samples are analyzed by the City's Surveillance Lab for %TS, % volatile solids (VS), and pH. This data will be made available to the Contractor upon request.
 - b. Land application tanks are sampled once filled or combined or monthly, whichever is more frequent, and are not permitted for loadout until an approved and signed Notice and Necessary Information (NANI) is finalized. NANIs will be provided to the contractor upon finalization and shall detail the biosolids metal concentration, nutrient content, %TS, pH, and any other analyses required for compliance with OAC 3745-40-05 of the City's NPDES Permit.
 - c. The Contractor retains the right to conduct additional material and soil analyses of the City's biosolids. The Contractor shall notify the City of any additional sampling and shall furnish the results of additional analyses to the City upon their request.
- II. Soil Sampling and Analysis - The Contractor shall obtain new soil sample analyses for all fields not previously applied under this contract. For all fields applied, the Contractor is responsible for obtaining and maintaining soil tests no greater than 3 years old at the time of application for all planned sites. No application will be permitted on any field until current soil analytical results are provided to the City.
 - a. Composite soil samples shall be collected in a grid pattern across the field and represent an area of no more than 15 acres. Composite samples shall be composed of a minimum of 15 grab samples spaced at least 100 feet apart. Grab samples shall be taken to a depth of no more than 8 inches.
 - b. A soil sampling SOP shall be developed by the Contractor and furnished to the City detailing procedures for compliance for 3745-40-08 (D)4.
 - c. The Contractor will send samples to a laboratory for analysis of pH and soil phosphorus as measured by Mehlich 3 or Bray-Kurtz. The Contractor is permitted to collect additional soil analytical data with consent of the site owner. Results must be furnished to the City.
- III. The City retains the right to conduct independent field sampling of all fields which have received the City's biosolids.

WORK AREA RESTRICTIONS

- I. In the event the Contractor's employees use City of Columbus restrooms or wash areas, it will be their responsibility to ensure all City property and fixtures are treated properly and left at least as clean as they were found. At no time shall Contractor's employees use City administrative offices or office equipment.

- II. The Contractor shall use only City-identified truck routes and loading areas within the JPWRP and SWRP. The Contractor may store their equipment for a previously agreed upon duration at the WRPs only with proper prior authorization from the Plant Manager and only in the equipment storage areas designated by the Plant Manager.
- III. Drivers will require a photo access badge to access each Plant. The City will determine the level and type of access required for work. Operators must submit a Gate Access Card Request form completed in its entirety for each driver. Upon badge request approval by DWR administration and Columbus Water and Power (CWP) Security office, drivers must visit the security office in person to have their photo taken and badge issued. All access badge holders shall comply with the following:
 - a. Badge holders must complete the City Annual Safety and Loadout Training. Failure to complete the training will result in badge deactivation.
 - i. The Annual Safety and Loadout Trainings are held annually in March and periodically upon request of the Contractor.
 - b. Badge holders must present a valid photo ID upon retrieval.
 - c. Badges are not to be shared amongst drivers.
 - d. Upon termination of a driver, badges shall be collected and returned to the City.
 - e. Failure to return a badge upon removal of a badge holder from this project, including failure to return all badges upon termination of this contract, will result in a \$100 charge for each badge not returned deducted from the final invoice.

REQUIRED LAND INJECTION EQUIPMENT

- I. The Contractor shall provide all load out tankers, applicators, and ancillary equipment necessary to complete operation of biosolids land application.
- II. The contractor shall maintain all equipment, tools, and machines used in the performance of this work in satisfactory working order at all times.
- III. The Contractor shall provide top loading tanker trucks compatible with the loadout equipment available at each plant's BLAF for hauling by the Contractor. The Contractor shall demonstrate to the City's satisfaction the equipment provided in this Contract for hauling liquid biosolids is watertight and will not spill during an emergency stop with a fully loaded trailer.
 - a. Loaded vehicles must be free of exterior, visible biosolids prior to leaving BLAF.
 - b. Contractor must immediately notify City staff in event of a spill within or outside the Plant.
 - c. Biosolids shall be transported and applied to the field in a manner to avoid any spillage of biosolids and to maintain a neat work area.
- IV. The Contractor shall utilize only specialized liquid-injection equipment capable of pumping and injecting up to 10% TS biosolids. Land application equipment shall be operated according to industry best practices.

- V. All equipment is expected to meet Occupational Safety and Health Administration standards for safety.
- VI. Contingency plans and/or redundant equipment shall be in place to meet application needs in the event equipment is out of order or unavailable.

REQUIRED SITE OPERATIONS

- I. The Contractor is expected to have sufficient available and permitted land base to apply biosolids throughout the calendar year. The Contractor is responsible for contacting and coordinating with farmers to identify and maintain sufficient ground.
 - a. Upon identification of a field which will receive biosolids, the Contractor must provide the Beneficial Use Site Owner and Beneficial User Site Operator with the Land Application Quality Assurance Letter. This letter is drafted by the City and subject to change. The letter makes available the contact information of City staff in the event of Contractor performance issues.
- II. Prior to biosolids application on permitted fields, the contractor must submit a completed Agronomic Rate Calculation (ARC) sheet and completed Beneficial Use Recertification Form (BUR) to the City's Biosolids Specialist. These documents must be reviewed and approved prior to the start of land application.
 - a. ARCs shall be completed according to the instructions provided on the OEPA Biosolids Program page using the most recent available form and most current guidance from OEPA.
 - b. Application rates must not exceed the calculated rate of the approved ARC.
 - c. BURs shall be completed following Site Authorization approval and prior to beneficial use. Sites shall be evaluated for all criteria listed under 3745-40-06 F. An SOP shall be developed and furnished by the contractor which document how field changes are evaluated and recorded. BURs and all necessary accompanying forms shall be provided to the City prior to beneficial use.
 - d. Beneficial use which operates in exception to any part herein of OAC 3745-40 must receive prior written approval from the OEPA and the City on a field by field basis prior to the time of application. General or contractor-specific exceptions shall not be permitted under this contract.
- III. Signage in compliance with OAC 3745-40-11 shall be erected at least 7 days prior to beneficial use of biosolids on authorized fields. The Contractor is solely responsible for the production, erection, maintenance, and record keeping of sign placement. Sign placement locations shall be indicated on Beneficial Use Site Applications including BUAs, AFTs, and AAs.
- IV. Before the Contractor proceeds with the scheduled land application, Contractor shall notify the City's Biosolids Specialist of the daily work location on each day of beneficial use. The Contractor shall verify planned daily quantities with the City to assure application at or below the approved agronomic rate.
- V. Drivers will be issued a ticket upon loadout. Loadout tickets shall be retained by the Contractor for billing purposes. In the event of a ticket print malfunction, blank loadout ticket forms are provided to the Contractor at the BLAF and shall be used to document loadout weights.

- VI. To assure product quality, the City's biosolids may not be mixed with additional feedstocks, altered, further treated, or otherwise transformed by the Contractor.
- VII. The Contractor shall not unload biosolids from a semi tanker into the field applicator or nurse tank from a public roadway without prior written approval from the City.
 - a. The Contractor shall provide adequate traffic control per ODOT Ohio Manual of Uniform Traffic Control in any situation where unloading occurs on a public roadway.
- VIII. Contractor performance shall positively reflect the City, and all measures shall be taken to assure landowner and farmer satisfaction with Contractor services including but not limited to the following:
 - a. All of the City's liquid biosolids shall be subsurface injected. Biosolids injection shall be at least 4" below the soil surface such that no biosolids are visible on the soil surface to control for odors.
 - b. Biosolids applied under this contract must be immediately injected. Field storage of any duration, including storage at a permitted regional storage facility, is prohibited under this contract.
 - c. Application equipment shall be selected and applications conducted in a manner which minimizes soil compaction with attention to field moisture, recent tillage, and soil texture. The Contractor shall keep transport trucks on farm lanes whenever possible.
 - d. Failure to provide application services satisfactory to field farmers or landowners without reform may warrant termination of the Contract.
- IX. Standard operating procedures (SOP) which detail compliance with the above and all application guidance as set out in 3745-40-08 shall be included in the Contractor Biosolids Management Plan (see Record Requirements).

4) REPORTING REQUIREMENTS

The Contractor shall submit to the City Monthly, Quarterly, and Annual reports. Reports and all documents prepared for the City shall be thorough and completed in a professional manner.

MONTHLY REPORT REQUIREMENTS

- I. The Contractor shall submit Monthly Reports during the first week of each month along with the invoice for the previous months. Monthly reports shall provide a summary of prior month applications as well as plans and compliance documentation for the coming month.
- II. Transaction Log Reports which include daily tonnage hauled and field destination shall be provided by the Biosolids Specialist to the Contractor on a weekly basis and will be made available at any time upon request.
 - a. Corrections to Transaction Log Reports including corrections to loadout tonnages or field destination shall be submitted along with the monthly report.
 - b. Any changes to Transaction Log loadout tonnages must be accompanied with a scan of the loadout ticket documenting the discrepancy.

- III. Monthly reports shall include at least the following:
 - a. Prior month haul summary - OEPA Site ID, Field ID, and Loadout ID for all fields applied the previous month, the total wet tons (WT) and acreage applied by field, weather and field conditions and forecast for each day applied, and whether applications are complete or ongoing for applied fields.
 - b. Notice of incident – Detailed account of any public relations or operational incidents for the prior month.
 - c. Planned application - OEPA Site ID, Field ID, and Loadout ID for all planned applications, the dates of planned applications, and the planned wet tons (WT) and acreage to be applied by field.
 - i. The Contractor must submit an ARC and BUR for review for all planned fields. Failure to submit any ARCs and BURs for planned field shall result in withholding of payment.
 - d. Partial application – For fields which will only receive partial application, the Contract shall provide the City with a site map denoting the application area and specifying the application acreage. This site map shall be revised upon field completion to reflect the actual area applied actual acreage applied.
- IV. Failure to furnish a monthly report or any accompanying compliance documentation including the ARCs and BURs for all planned fields shall result in withholding of invoice payment until provision of the monthly report and compliance documentation.

QUARTERLY HAULING PLAN REPORT

- I. To assure proactive maintenance of farmer contacts and acquisition of sufficient land base of suitable size and diversity to support the planned seasonal operations, and to meet the minimum hauling quantities defined in the contract, a Quarterly Hauling Plan Report shall be provided to the City by the Contractor prior to each season to demonstrate preparedness for this requirement. The Hauling Plan Report shall include:
 - a. A list of permitted fields to be applied specifying OEPA ID, Field ID, acreage to be applied, most recent soil test date, last known application, current farmer contact, crop(s) to be grown, and planned application dates.
 - b. Summary regarding last discussion with the farmer.
- II. Quarterly Hauling Plan Reports are due Feb 1, May 1, Aug 1, and Nov 1 for the following three month period, so Mar-May, Jun-Aug, Sep-Nov, and Dec-Feb respectively. Site authorization applications for planned fields shall be submitted prior to or concurrent with report submission.
 - a. The Contractor shall submit both Monthly and Quarterly reports on months where warranted.
- III. At the time of monthly report submission, the Contractor shall furnish completed field documentation as required for Annual Sludge Report (ASR) submission for all fields which have completed land application the prior quarter (Note: February's Quarterly Report will only document fields applied in January).
 - a. Final ARCs – Final ARCs shall be finalized and resubmitted to include actual application dates, dry tons applied, acreage used, signage records, and all other

application data and records as required by the most recent version of the ARC provided by OEPA.

- b. Beneficial User NANIs (BUNs) – Beneficial User NANIs shall be provided to both the beneficial use site owner and beneficial use site operator for each field applied with the City’s biosolids. BUNs shall include the analytical results of biosolids metal and nutrient concentrations and the actual applied pounds per acre of nitrogen, phosphate, and potash.
 - i. Proof of delivery of BUNs to the beneficial use site operator and beneficial use site owner shall be provided to the City in the Quarterly report.
 - c. While the City recommends final ARCs and BUNs be submitted for completed fields with the Monthly report. Completed field compliance documentation is only required Quarterly.
- IV. The Contractor shall provide sufficient personnel to load and transport biosolids from the WRPs to fields at an annual total of 50,000 WT.
- a. Quarterly reports shall include a labor plan outlining estimated personnel, equipment, and labor hour needs for application of planned fields.
- V. Failure of the Contractor to provide a Quarterly report or any accompanying compliance documentation including completed field ARCs and BUNs shall result in withholding of invoice payment until provision of the monthly report and compliance documentation.

ANNUAL REPORT REQUIREMENTS

- I. Annual report - All required OEPA annual report forms shall be completed by the Contractor and provided to the City by January 31st of every calendar year.
- II. The Contractor is responsible for submittal of final ARCs with all actual application information along with BUNs and proof of delivery of BUNs for each field applied the previous calendar year.
- III. The Contractor shall sign and furnish the Beneficial User Statement, Beneficial User Injection/Incorporation Certification Statement, and the Annual Spreader Calibration, forms and templates for which are available on the OEPA biosolids page.
- IV. The Contractor shall submit an ARC summary table which lists at least the following for each field applied the previous calendar year: Field ID, OEPA Site ID, date of start of beneficial use, dry tons applied, acres applied, acres permitted, approved agronomic rate, actual agronomic rate, type of agronomic rate, years of restriction if any, phosphate applied in lbs per acre, soil analysis date, average soil phosphorus ppm, soil test phosphorus method, and whether fields received partial or entire field application.
 - a. The Contractor must submit a site map outlining actual application for all fields receiving only partial field application.
- V. Failure to submit the required reports and data by the deadline will result in withholding of invoice payment until reports are received.

5) OTHER REQUIREMENTS

REGULATORY REQUIREMENTS

All work associated with the land application of biosolids shall conform to all applicable US EPA and OEPA requirements. OEPA administers a delegated biosolids program with rules detailed in OAC Chapter 3745-40. Thus, OEPA rules are more restrictive than the Federal 40 CFR Part 503. The City operates under the NPDES Permits 4PF000000 and 4PF000001. The Contractor shall operate at all times in compliance with these rules, whichever is most restrictive. Practices which are "not recommended" by any of these authorities shall not be utilized without specific approval by the City. OEPA biosolids rules, rule guidance, field information, and forms and templates are available online:

<https://epa.ohio.gov/wps/portal/gov/epa/divisions-and-offices/surface-water/permitting/biosolids-program>

- I. In the event OEPA imposes restrictions on land application due to newly regulated components of biosolids, the City shall not be liable for payment of lost hauling under this contract.
- II. It is the responsibility of the Contractor to review, immediately upon rule change effective date and at least annually, the OEPA Sewage Sludge Regulations and must always operate this Contract under the most current rule package.

KEY PLANNING DOCUMENTS

The Contractor shall submit within 45 days of Contract execution the following documents for approval by the City. No work shall commence on this contract until the documents described below are submitted to the city for review and approval.

- I. Site Management Plan - Standard Operating Procedures (SOP) describing off-loading procedures, care of off-loading areas, and transferring, injection and finishing practices.
 - a. The Site Management Plan shall provide supporting calculations indicating that equipment availability and personnel numbers are satisfactory to meet the Contract requirements and seasonal variability.
 - b. This shall include but not be limited to equipment calibration data and historical accounts of similar uses of the equipment to satisfactorily complete similar work.
- II. Beneficial Use Management Plan – SOP shall be developed and maintained which document the processes necessary to achieve compliance with 3745-40 including, but not limited to the following:
 - a. Soil sampling, calculation of agronomic rate, and field monitoring.
 - b. Equipment maintenance, operation and calibration.
 - c. Weather monitoring and sign placement.
 - d. Site evaluation.
 - e. Field tile drainage monitoring.

- III. Safety Plan - narrative describing how work will be performed within applicable safety regulations and in compliance with rules established by the City for entry into City facilities.
 - a. Prior to commencement of operations, all Contractor employees assigned to this project or this Contract shall attend a pre-work safety briefing meeting for each WWTP supplying biosolids.
 - b. Any new employees or drivers working on this project or this Contract must have the required safety training and Environmental Management System (EMS) Awareness training given by the City prior to working under the Contract.
- IV. Spill Prevention and Emergency Response Plan - Standard Operating Procedures describing how the Contractor and his employees shall prevent spills and other emergencies and how they will respond when a spill or emergency occurs.
 - a. The Spill Prevention and Emergency Response Plan shall include evidence that drivers are properly trained and have access to the equipment necessary to implement an emergency response. The Contractor is responsible for cleanup of all spills which occur outside the plant. The Contractor shall furnish evidence of necessary equipment and training to address a spill or contact information of subcontractor(s) which shall be utilized in the event of a spill.
 - b. The Contractor shall respond to a spill and dispatch a crew to the site of the emergency within one hour to. If this is a subcontracted service, the Contractor must indicate the company or organization and include executed agreements for this service.
 - c. The Contractor shall provide verbal notification to the City of a spill or an accident immediately to Josh Lutz (614-645-3770) or the DWR 24-hour hotline (614-645-7102). OEPA shall be notified within one (1) hour and a written incident report within four (4) days describing:
 - i. The reason for the spill including all persons/organizations involved in the emergency.
 - ii. The location and time of the spill.
 - iii. The quantity, characterization, and duration of the spill and spilled material.
 - iv. Status of site cleanup, Measures taken to clean up and eliminate the spill and status of the site cleanup.
 - v. Measures taken to prevent another occurrence of a spill.
 - vi. In the event of a spill of materials subject to release reporting under the State Emergency Response Commission, reports shall follow all requirements of the Facility Reporting Compliance Manual. (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://dam.assets.ohio.gov/image/upload/epa.ohio.gov/Portals/27/serc/SERC_Release_Reporting.pdf)
 - d. The Contractor will include in the written incident report the root cause of the spill and planned adjustments to work practices to avoid future spills.
- V. Community Awareness Plan - The Contractor must provide a general description of how the Contractor plans to reduce impact on adjacent landowners/general community, to provide information to residents, and specific actions planned for each hauling event relative to transportation, odors, and land application activities.

- a. The contractor must operate the biosolids land application program in a way that fosters community acceptance, respects the concerns of neighbors, and minimizes the impacts of the biosolids land application program on the community
 - b. The Contractor shall notify the City immediately if violations of any regulations or if non-conformance with any Contract Performance Criteria occur.
- VI. The Contractor shall operate and manage all activities in accordance with the Contractor's Site Management Plan, Safety Plan, Spill Prevention and Emergency Response Plan, and Community Awareness Plan.

RECORD MANAGEMENT REQUIREMENTS

- I. In addition to the reports and compliance documentation required under reporting and invoicing requirements, the contractor shall develop and maintain all SOP required by the OEPA and all relevant site operating SOP to be made available to the City at any time upon request.
- II. The Contractor shall maintain a digital file system that includes all farm mapping, landowner and operator consents, site authorizations and applications, and other records and correspondences for this program, which shall be annually reconciled with the data managed by the City.
- III. All maps and other required documents for each site must be provided to the City prior to any application of biosolids at that site.

PROJECT MANAGEMENT REQUIREMENTS

- III. Senior Project Manager - The Contractor shall provide a Senior Project Manager with at least 5 years of experience in managing large biosolids, manure, or other residuals contracts. The Senior Project Manager shall be the principal contact with the City Residuals Manager and Biosolids Specialist on all matters relating to biosolids land application. The Senior Project Manager shall be actively involved in the management, planning, and execution of all biosolids land application activities. The Contractor shall submit the Senior Project Manager's resume to the City for review and approval as part of the bid package.
- IV. Land Application Coordinator - The Contractor shall provide a Certified Professional Agronomist (CPA), Certified Crop Advisor (CCA), or Certified Professional Soil Scientist (CPSS) to manage site authorization, land application agronomic calculations, and compliance documentation completion. The Land Application Coordinator shall coordinate with field operation staff to assure biosolids are applied at the right rate, under the proper field conditions, and in compliance with all isolation distances all other restrictions detailed in 3745-40.
 - a. The Contractor shall furnish the current credentials of the Land Application Coordinator prior to the application of biosolids under this contract.
 - b. Current credentials shall be resubmitted with the Annual Report each year (see Annual Report Requirements). Failure to provide the City with current credentials shall cease further land application activities under this contract until such credentials are provided.
 - c. All Site Authorization Applications, ARCs, BURs, and BUNs submitted to the

City must be completed or approved by the Land Application Coordinator prior to submittal to the City.

- d. Annual report documents including certifications shall be completed or approved by the Land Application Coordinator prior to submittal to the City.
- V. The Contractor shall provide sufficient support personnel in addition to the Land Application Coordinator to prepare Site Authorization Applications, track agronomic applications, complete and maintain all necessary compliance documentation, and address all administrative matters necessary for compliance.
- VI. The Contract shall provide sufficient hauling staff necessary to address variable seasonal needs of the biosolids land application and meet the monthly goal of 4,500 WT during Peak Season. Contractor shall assure adequate equipment availability and maintenance to meet peak staffing demands.