

**AMENDMENT NO. 1 TO NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
TERRA RENEWAL WEST, LLC**

This **Amendment No. 1** ("Amendment") is made by and between the City of San Leandro ("City") and Terra Renewal West LLC ("Contractor") (together sometimes referred to as the "Parties") as of October 31, 2014, and amends that certain Non-Professional Services Agreement ("Agreement") dated August 1, 2014, between the Parties.

WHEREAS, City and Contractor have executed the Agreement, pursuant to which Consultant has provided certain consulting services to City with regard to loading, hauling and disposal of stockpiled anaerobically digested Class A municipal sewage sludge generated during the 2012-2013 period; and

WHEREAS, the Parties desire to amend the Agreement to exercise the first renewal option contained in Exhibit A of the Non-Professional Services Agreement to include the loading, hauling and removal of an additional 1,200 tons of stockpiled sludge generated during the 2013-2014 period.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Section 1.1 of the Agreement entitled "Term of Services" is hereby amended to extend the term from October 31, 2014, to November 30, 2015; and
2. Section 2 of the Agreement entitled "Compensation" is hereby amended to pay Consultant a sum not to exceed \$135,000 (one hundred thirty-five thousand and zero cents); and
3. Exhibit A of the Agreement entitled "Scope of Services" is hereby amended to include the removal of an additional 1,200 tons of sludge during the 2014-15 fiscal year, the reduction of contract renewal options from two (2) to one (1), and to specify a maximum compensation to the Contractor of \$45,000 per renewal option.
4. All other terms shall remain in full force and effect.

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

CONTRACTOR

Chris Zapata, City Manager

Chris Marks, Area Manager

Attest:

Marian Handa, City Clerk

Approved as to Fiscal Authority:

David Baum, Finance Director

593-51-002-5190
Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

EXHIBIT A

SCOPE OF SERVICES

General

The City of San Leandro has approximately 1200 tons from the period 2013-2014 of stockpiled anaerobically digested Class A municipal sewage sludge. The stored volume is estimated. The sludge has a moisture content of about 15%. Upon loading into trucks, the volume of sludge is expected to expand by about 10%. The sludge is currently stockpiled on an asphalt-paved sludge drying bed at the Water Pollution Control Plant. There is good access and egress from the sludge storage area. There is a sand drainage area within the mid-section of each bed. This drainage area must not be driven upon or crossed with heavy equipment. This bed, other beds or City property must not be damaged in any way.

The Laboratory analysis will be available upon request. This sludge will meet EPA Part 503 Biosolids Rule for **CLASS "A" SLUDGE (EQ: Exceptional Quality Biosolids)**. The United States Environmental Protection Agency's document "A Plain English Guide to the EPA 503 Bio-solids Rule" on page 34 of the September 1994 publication states, "Once biosolids have been established as meeting EQ requirements, whether in bulk or in bags or other containers, they can generally be applied as freely as any other fertilizer or soil amendment to any type of land. While not required by the Part 503 rule, EQ biosolids should be applied at a rate that does not exceed the agronomic rate that supplies the nitrogen needs of the plants being grown, just as for any other commercial fertilizer or soil amending material that contains nitrogen."

The stockpiled sludge might have areas within the stockpile that are hot, smoking and/ or smoldering. All loads must be covered; therefore the contractor will be responsible for cooling any hot spots to prevent possible damage to covers, tarps, etc.

Disposal options must be approved by the Project Manager for the City of San Leandro and positively confirmed. If the biosolids are to be spread on land they must be applied at appropriate agronomic rates. This land application is to be certified to meet land management practices by the disposal option's certified agronomist. The contractor must select a disposal option and provide verification of that option prior to submitting their bid to the City. It is the Contractor's responsibility to select an option that conforms to applicable Federal, State, and local criteria for this particular material. Copies of all transportation and disposal documents are required by the City of San Leandro. The Project and/or other City employees may request to witness the placement of bio-solids for land application.

Sludge Removal Strategy

The Contractor shall load, haul, and legally dispose of the sludge. The Contractor shall commence work within 60 calendar days of being awarded the contract and complete the work within 30 days after work starts. The Contractor shall pay for all equipment rentals, permits, receiving facility fees, tariffs, and personnel costs incurred in legally disposing of the sludge. Any negligence on the Contractor's part shall be rectified by the Contractor.

The contract is to be quoted on a per ton basis. Tonnage may be determined by field-site scales supplied by the contractor; or by an off-site certified scale approved by the project manager prior to use, with documentation of each load required to be submitted to the project manager. Dust control shall be the responsibility of the Contractor during the loading and hauling operation. Plant effluent water (No. 3 water)

is available for use by the contractor if the contractor wishes to lightly water down the loaded material to assist in dust control. Said practice shall be performed after each load weight has been determined. All trucks shall be tarped.

Documentation

The Contractor shall supply copies of transportation manifests for each load. The Contractor is solely responsible for cleanup of any spills on public or private streets or properties. The costs of any fines from improper management or accidental spillage shall be borne by the Contractor in its entirety.

Renewal Options

The City reserves the right to renew the contract at the same terms and provisions a maximum of one (1) additional time upon mutual acceptance by the contractor and the City. The contractor may negotiate a price increase for the services not to exceed the year to year Bay Area CPI for the month closest to the renewal date of the contract.

The maximum compensation for the renewal option currently being authorized will be \$45,000.