

**GENERAL SERVICES CONTRACT  
SOLID WASTE HAULING SERVICES  
SPECIFICATION NO. S-2024-647BD**

This GENERAL SERVICES CONTRACT (hereinafter referred to as "Contract"), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as "OC San") and Synagro-West, LLC (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

**RECITALS**

WHEREAS, OC San desires to retain the services of Contractor for hauling of wastewater treatment solid waste ("Services") as described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor is qualified to perform the Services by virtue of experience, training, education, and expertise; and

WHEREAS, OC San desires to engage Contractor to provide the Services; and

WHEREAS, OC San selected Contractor to provide the Services in accordance with OC San's current Purchasing Ordinance; and

WHEREAS, on March 26, 2025, OC San's Board of Directors, by minute order, authorized execution of this Contract.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits specified below, the Parties agree as follows:

**1. General.**

- 1.1 This Contract and all exhibits hereto are made by OC San and the Contractor.
- 1.2 The following exhibits, in order of precedence, are incorporated by reference and made part of this Contract.
  - Exhibit "A" – Scope of Work
  - Exhibit "B" – Bid Price Form
  - Exhibit "C" – Determined Insurance Requirement Form
  - Exhibit "D" – Contractor Safety Standards
  - Exhibit "E" – Human Resources Policies
- 1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions in the Contract shall control and thereafter the provisions in the document highest in precedence shall be controlling.
- 1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of acquisition of the Services by OC San.
- 1.5 Work Hours: Shall be as specified in Exhibit "A."

- 1.6 Days: Shall mean calendar days, unless otherwise noted.
- 1.7 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 Work: Shall mean all work, labor, and materials necessary to provide the Services.
- 1.9 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.10 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

**2. Scope of Work.**

- 2.1 Contractor shall perform the Services identified in Exhibit "A" in accordance with generally accepted industry and professional standards.
- 2.2 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties.
- 2.3 Familiarity with Work. By executing this Contract, Contractor warrants that: (a) it has investigated the work to be performed and (b) it understands the facilities, difficulties, and restrictions of the work under this Contract. Should Contractor discover any latent or unknown condition materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.
- 2.4 Performance. Time is of the essence in the performance of the provisions hereof.

**3. Contract Term.**

- 3.1 The term of this Contract shall be for three (3) years commencing on July 1, 2025 and continuing through June 30, 2028.
- 3.2 Renewals. At its sole discretion, OC San may exercise the option to renew this Contract for up to two (2) one-year periods. This Contract may be renewed by an OC San Purchase Order. OC San shall have no obligation to renew the Contract nor to give a reason if it elects not to renew it.
- 3.3 Extensions. The term of this Contract may be extended only by an amendment signed by both Parties.

**4. Compensation.**

- 4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed Two Million One Hundred Thirty Thousand Dollars (\$2,130,000.00).
- 4.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

**5. Payments and Invoicing.**

- 5.1 OC San shall pay itemized invoices for work completed in accordance with Exhibit "A" thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Services have been satisfactorily completed.
- 5.2 Contractor shall submit its invoices to OC San Accounts Payable by electronic mail to [APStaff@OCSan.gov](mailto:APStaff@OCSan.gov). In the subject line include "INVOICE" and the Purchase Order Number.

**6. California Department of Industrial Relations Registration and Record of Wages.**

- 6.1 To the extent Contractor's employees and/or its subcontractors perform work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 6.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.
- 6.4 Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Contractor shall post a copy of the prevailing rate of per diem wages at the job site.
- 6.5 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.
  - 6.5.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount,

until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.

6.6 The Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.

6.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or its subcontractor.

6.7 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

6.8 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.

6.9 Contractor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.

6.10 Pursuant to Labor Code sections 1860 and 3700, the Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this contract, certifies that:

“I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor shall ensure that all its contracts with its subcontractors provide the provision above.

7. **Damage to OC San's Property.** Any of OC San's property damaged by Contractor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San.
8. **Freight (F.O.B. Destination).** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
9. **Audit Rights.** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
10. **Contractor Safety Standards and Human Resources Policies.** OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as the Contractor Safety Standards while working at OC San locations. If, during the course of the Contract, it is discovered that the Contractor Safety Standards do not comply with Federal, State, or local regulations, the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit "A," all applicable Contractor Safety Standards in Exhibit "D," and the Human Resources Policies in Exhibit "E."
11. **Insurance.** Contractor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit "C" – Determined Insurance Requirement Form. Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Contract.
12. **Indemnification and Hold Harmless Provision.** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Contractor's Services under this Contract, or by its subcontractor(s), or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Contractor shall indemnify, protect, defend, and hold harmless OC San, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person, or damage to property, or interference with the use of property arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process; or any patented or unpatented invention, article, or appliance furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless; or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently

negligent; or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Contract.

13. **Independent Contractor.** The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.
14. **Subcontracting and Assignment.** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
15. **Disclosure.** Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.
16. **Non-Liability of OC San Officers and Employees.** No officer or employee of OC San shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OC San, or for any amount which may become due to Contractor or to its successor, or for breach of any obligation under the terms of this Contract.
17. **Third-Party Rights.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
18. **Applicable Laws and Regulations.** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically included or referenced.
19. **Licenses, Permits, Ordinances, and Regulations.** Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Contract will be paid by Contractor.
20. **Regulatory Requirements.** Contractor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.
21. **Environmental Compliance.** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.

22. **South Coast Air Quality Management District's Requirements.** It is Contractor's responsibility to ensure that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting, or demolition of asbestos containing components or structures shall comply with the appropriate rules and regulations of SCAQMD.
23. **California Voluntary Protection Program (Cal/VPP) Annual Reporting Requirement.** For the duration of the contract term, Contractor shall provide an annual report detailing its safety and health information, including, but not limited to, its total number of employees, work hours, number of injuries and illnesses, and number of injury and illness cases involving days away from work, restricted work activity and/or job transfer. Contractor shall furnish this report to OC San no later than the 20th day of January each calendar year. Failure to provide this data by the required due date may result in suspension of your services with OC San. Any delay arising out of or resulting from such suspension shall be Contractor's sole responsibility and considered Contractor caused delay, which shall not be compensable by OC San.
24. **Warranties.** Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work specified in Exhibit "A," OC San informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract, Contractor shall, within the time agreed to by OC San and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.
25. **Dispute Resolution.**
- 25.1 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.
- 25.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to Code of Civil Procedure, Part 3, Title 9, sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to Code of Civil Procedure section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.
26. **Remedies.** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods and Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods and Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase

price OC San has paid, and/or (c) “cover” by purchasing, or contracting to purchase, substitute goods and Services for those due from Contractor. In the event OC San elects to “cover” as described in (c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods and Services and the Contract price, together with any incidental or consequential damages.

**27. Force Majeure.** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected party shall use reasonable efforts to minimize the extent of the delay. Work affected by a force majeure condition may be rescheduled by mutual consent of the Parties.

**28. Termination.**

28.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) through the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost, or claim hereunder by Contractor other than for work performed through the date of termination.

28.2 OC San reserves the right to terminate this Contract immediately upon OC San’s determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Contract.

28.3 OC San may also immediately terminate this Contract for default, in whole or in part, by written notice to Contractor:

- if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
- if Contractor sells its business; or
- if Contractor breaches any of the terms of this Contract; or
- if the total amount of compensation exceeds the amount authorized under this Contract.

28.4 All OC San’s property in the possession or control of Contractor shall be returned by Contractor to OC San on demand or at the expiration or early termination of this Contract, whichever occurs first.

**29. Attorney’s Fees.** If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.

**30. Waiver.** The waiver by either party of any breach or violation of, or default under, any provision of this Contract shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OC San does not object shall not operate as a waiver of OC San’s rights to seek remedies available to it for any subsequent breach.



31. **Severability.** If any section, subsection, or provision of this Contract; or any agreement or instrument contemplated hereby; or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
32. **Survival.** The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.
33. **Governing Law.** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange in the event any action is brought in connection with this Contract or the performance thereof.
34. **Notices.**  
34.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand, or request sent. All notices shall be effective when first received at the following addresses:
- OC San: Donald Herrera  
Senior Buyer  
Orange County Sanitation District  
18480 Bandilier Circle  
Fountain Valley, CA 92708  
[dherrera@ocsan.gov](mailto:dherrera@ocsan.gov)
- Contractor: Robert Ford  
Business Development Manager  
Synagro-West, LLC  
435 Williams Court  
Baltimore, MD 21220  
[robertford@synagro.com](mailto:robertford@synagro.com)
- 34.2 Each party shall provide the other party written notice of any change in address as soon as practicable.
35. **Read and Understood.** By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.
36. **Authority to Execute.** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
37. **Entire Agreement.** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements,

understandings, and negotiations between the Parties with respect to the subject matter hereof.

Intentionally left blank. Signatures follow on the next page.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Contract to be signed by their duly authorized representatives.

**ORANGE COUNTY SANITATION DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ryan P. Gallagher  
Chair, Board of Directors

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kelly A. Lore  
Clerk of the Board

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kevin Work  
Purchasing & Contracts Manager

**SYNAGRO-WEST, LLC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Print Name and Title of Officer

**IG**

**EXHIBIT A  
SCOPE OF WORK  
SOLID WASTE HAULING SERVICES  
SPECIFICATION NO. S-2024-647BD**

**EXECUTIVE SUMMARY/OVERVIEW**

The Orange County Sanitation District (OC San) operates one (1) of the largest wastewater agencies west of the Mississippi River. Since 1954, OC San safely collects, treats, and disposes of and/or reclaims the wastewater generated by 2.6 million people living and working in central and northwestern Orange County, California.

Each day OC San treats more than 190 million gallons of wastewater, enough volume to fill Angel Stadium in Anaheim (California) over two and a quarter times. About 80 percent of the wastewater comes from homes – sinks, toilets, showers, laundry, and dishwashers. The remaining come from businesses – retail stores, restaurants, manufacturers, hotels, offices, and other industries.

A professional staff of more than 650 employees manage the day-to-day activities of OC San. Our service area includes more than 380 miles of sewer pipes, located throughout the county, and two (2) reclamation plants – one (1) in Fountain Valley, CA and the other in Huntington Beach, CA – where wastewater is treated in accordance with strict state and federal standards.

OC San's employees are dedicated to protecting public health and the environment by ensuring the sewer system efficiently operates 24 hours a day, 7 days a week, and 365 days a year. OC San is known for its industry-leading achievements and dedication to customer service.

**1. Purpose**

The purpose of this Scope of Work (SOW) is to secure professional services for one (1) primary and one (1) secondary qualified Contractor that meet the minimum qualification requirements referenced in Appendix B to manage OC San's non-recyclable solid waste hauling.

This contract requires a Contractor to shall haul between 4 to 50 tons per day (tpd) with one (1) to four (4) loads per day, with an average of approximately 12 tpd with two (2) loads per day, of wastewater treatment solid waste split between two (2) plants according to the schedule in Appendix A. Under normal operating conditions, the Contractor shall maintain, deliver, replace, and transport bins/trailers from OC San's Reclamation Plant No. 1 located at 10844 Ellis Avenue, Fountain Valley, CA (Plant 1) and Reclamation Plant No. 2 located at 22212 Brookhurst Street, Huntington Beach, CA (Plant 2) to the Frank R. Bowerman Landfill (Bowerman) and the alternative management locations listed in the Bid Price Form (Exhibit B).

The Contractor shall take the necessary steps to provide this hauling service, including, but not limited to, compliance with all applicable federal, state, and local regulations, recordkeeping, reporting, and conformance with OC San's Solid Waste Contractor Requirements (SWCR) (see Appendix B).

**2. Description**

OC San is committed to protect both public health and the environment by operating the reclamation plants in accordance with federal, state, and local laws and regulations, and requirements as established by the Environmental Protection Agency (EPA), State Water Resources Control Board (SWRCB), Santa Ana Regional Water Quality Control Board

(SARWQCB), South Coast Air Quality Management District (SCAQMD), California Air Resources Board (CARB), California's Department of Resources Recycling and Recovery (CalRecycle), Orange County Waste and Recycling (OCWR), and Orange County Health Care Agency (OCHCA).

Screenings and grit are two (2) types of solid waste from the wastewater treatment process. Screenings are the coarse solids removed by the mechanically cleaned bar screens at the beginning of the wastewater treatment process as part of preliminary treatment. These coarse solids can be paper, fecal matter, cloth, wood, and other materials including plastics and miscellaneous debris. Grit consists of sand and silt or other detritus that is separated from the raw wastewater in an aerated chamber following the screening step. Grit and screenings removed from the incoming wastewater at each plant are moved via conveyors to hoppers. Grit and screenings collected in the hoppers are deposited in portable bins or trailers which are used for transporting the material to a disposal site.

Drying bed material originates from the collection system, treatment plant activities, or another source, but must meet the grit and screenings profile for the landfill or a new profile will be required. The material in the drying beds may contain grit, screenings, sewer debris, grease, sawdust, wood chips, sludge, biosolids, polymer, and/or other material. The solid waste is decanted in the drying beds, mixed with sawdust to absorb moisture, and loaded into the Contractor's trailer using OC San's loader by OC San staff and transported by the Contractor to the designated landfill.

In 2013, OC San and OCWR entered into a Waste Disposal Agreement (WDA) for the disposal of solids waste at the Bowerman Landfill located at 11002 Bee Canyon Access Rd, Irvine, CA, 92602. Although this is currently considered the primary disposal facility, the solid waste is also capable of being sent to the following OCWR landfills (and/or other open OCWR landfills), including those facilities listed in Exhibit B as alternative locations in case it is not able to be sent to Bowerman:

- Prima Deshecha Landfill – 32250 Avenida La Pata, San Juan Capistrano, CA 92675
- Olinda Alpha Landfill – 1942 Valencia Ave, Brea, CA 92823

## **2.1. Definitions**

- Contractor – Shall mean the party awarded the Contract for services under this Contract.
- Drying Bed Material - Drying bed material originates from the collection system, treatment plant activities, or another source and consists of grit, screenings, sewer debris, grease, sawdust, wood chips, sludge, biosolids, polymer, and/or other material.
- Fail-safe Back-up Management Options – OC San will have fail-safe back-up and/or alternative landfills, at the ready in the case that OC San has a process disruption or otherwise requires use of an alternative to the usual landfill sites.
- Fail-safe Hauling Capacity – Contractor shall have a plan and be prepared to provide hauling for up to 100% of OC San's maximum grit and screenings and drying bed residuals daily production (50 tpd per facility). See Bid Price Form, Exhibit B
- Grit – Consists of sand and silt or other detritus that is separated from the raw wastewater in an aerated chamber or tank following the screening step.
- Maintenance Shutdown – A shutdown restricting the processing of solid waste and/or limiting or restricting the throughput of solid waste.

- Jake-braking – “Jake brakes” or “Jacob” brakes are colloquial names for a compression release brake. When a diesel engine slows down using its jake brakes, it opens the exhaust valves on top of the compression stroke and the truck makes a noise that is described as a mile-long rumble strip, but deeper and more impressive
- OC San – Shall mean the Orange County Sanitation District.
- OC San Project Manager – Shall mean the OC San employee who is the main point of contact for all issues related to this Contract.
- Ownership of Solid Waste – Shall mean once solid waste is loaded into the Contractor’s truck/bins, the responsibility and ownership of the solid waste is deemed to have transferred from OC San to the Contractor. However, OC San maintains strict oversight of the solid waste throughout the final use process including, but not limited to, coordination on compliance reporting, reporting incidents during transportation, and final waste disposal.
- Primary Contractor – A Primary Contractor will be awarded the Contract to handle 100% of OC San’s grit and screenings and drying bed material at both Plant 1 and Plant 2. However, a secondary Contractor will be selected to provide services in case the primary Contractor is unable to pick up the required load(s).
- Secondary Contractor – A Primary Contractor will be selected along with a secondary Contractor in the event that the primary Contractor is not available.
- Screenings - Coarse solids removed by the mechanically cleaned bar screens at the beginning of the wastewater treatment process as part of preliminary treatment, typically consisting of paper, fecal matter, cloth, wood, and other materials including plastics and miscellaneous debris.
- Solid Waste – A combination of either grit and screenings and/or drying bed material generated from wastewater treatment, collection system, treatment plant activities, or another source.
- Solid Waste Contractor Requirements (SWCR) – A periodically-updated document that explains OC San requirements as well as other resources for Contractors. Contractor shall conform to the latest published version of SWCR (Appendix B), as specified in Section 7.
- Subcontractor – shall mean the party designated by the Contractor and approved by OC San for part of this SOW. See Section 3.7 for requirements.
- Top-off – Service to top-off with Plant 1 drying bed material after Plant 2 trailer pick-up.
- TPD (tpd) – shall mean wet tons per day where a ton is a measurement by weight of 2,000 pounds of solids.

### **3. Project/Work Elements**

#### **3.1. General**

The Contractor shall provide bins and trailers to accept delivery, transport, and disposal of the grit, screenings, and drying bed material from OC San’s Plant 1 and Plant 2 at the following permitted and approved OCWR sites (and other facilities listed in Exhibit B) in quantities determined and directed by OC San (up to approximately 50 tpd):

- Frank K. Bowerman Landfill – 11002 Bee Canyon Access Rd, Irvine, CA, 92602
- Prima Deshecha Landfill – 32250 Avenida La Pata, San Juan Capistrano, CA 92675
- Olinda Alpha Landfill – 1942 Valencia Ave, Brea, CA 92823

### **3.2. Facility Description**

There is one (1) primary hauling destination, Bowerman Landfill, which has the following description:

- Bowerman Landfill is owned and operated by OC Waste and Recycling.
- OC San and OC Waste and Recycling have an agreement for Bowerman to accept and landfill OC San's solid waste at their facility.
- The Bowerman Landfill receives and processes up to 11,500 tons daily.
- The facility hours of operation of unloading are from 7:00AM to 4:00PM, Monday through Saturday. No waste will be accepted outside the solids hauling schedule, unless approved by Bowerman.

OC San is seeking to maximize the hauling diversity and capacity for its grit and screening program by awarding contracts for up to two (2) qualified hauling Contractors (one (1) primary Contractor and one (1) secondary Contractor). In doing so, it is OC San's responsibility to provide solid waste to the qualified Contractor(s) that meet the specifications described in the following sections.

The Contractor is responsible for taking all required steps to provide this service, which may include, but is not limited to, permitting and hauling, while also meeting compliance with federal, state, and local regulations, including recordkeeping, reporting, and conforming to OC San's SWCR (Appendix B). OC San shall pay for the tipping fee separately to OCWR (and/or those facilities listed in Exhibit B) for the disposal of OC San's residuals by the Contractor at OCWR's designated landfills in accordance with the OC San-OCWR Waste Disposal Agreement.

In the event that the OCWR is not able to accept OC San's residuals at the landfill due to any reason not limited to the quality of residuals, weather conditions, construction, and/or emergency events, the Contractor shall use one of the other potential locations listed in Exhibit B. All of OC San's recommended fail-safe delivery sites will be within three hundred (300) miles of OC San's Plant 1 in Fountain Valley. These other facility delivery hours typically range between 6:15AM to 4:00PM, Monday through Saturday. However, some of these facilities operate 24 hours a day, seven (7) days a week. Hours and dates may change at the sole discretion of these facilities. However, the Contractor may recommend and/or use an alternative landfill site that has been approved by OC San and for which OC San's material has been properly profiled, approved, and authorized prior to disposal.

The Contractor shall not store any vehicles, trailers, or equipment onsite.

### **3.3. Regulatory Requirements**

The Contractor shall perform all work under this contract in strict compliance with applicable federal, state, and local regulatory requirements including, but not limited to 40 CFR 122, 123, 124, 257, 258, 260, and 261, and California's Code of Regulations (CCR) Titles 13, 22, 23, and 27, and the California Water Code.

### **3.4. Service Schedule and Material Quantities**

The Contractor shall be available to handle, store, move, and dispose of the solid waste on a 24 hour per day, seven (7) day per week schedule, including holidays. Service on

holidays, weekends, or after hours is included in the contract price. When OC San requires additional bins or trailers due to additional grit and screenings or drying bed material volumes, OC San shall not be subject to the following:

- Overtime
- Additional or premium charges
- Waiting charges (for less than 1 hour)
- Cancellation charges (if OC San provides notice at least 12 hours in advance)
- Extra fees

OC San will strive to schedule loads at least 24 hours in advance; however, OC San reserves the right to expedite the schedule for service within an eight (8)-hour period from notification at no additional cost to OC San.

### 3.5. Grit and Screenings and Drying Bed Material Quantities

Grit and screenings and drying bed material quantities in the table below are based on the typical schedule over the last fiscal year (2023-2024). The actual amounts of grit and screenings and drying bed material may vary and are not guaranteed minimum quantities. OC San reserves the right to change the weekly schedule and the estimated number of truck loads based on volume of material available at no additional cost to OC San. OC San will strive to provide a two (2)-week notice of any potential schedule changes.

### 3.6. Service Schedule

The hauling schedule for grit and screenings and drying bed material, estimated truckloads, and estimated tonnage per year is shown in the table below:

SERVICE	SCHEDULE	NUMBER OF BINS/TRAILERS	EST. TRUCKLOADS PER YEAR	EST. TONNAGE PER YEAR
Plant 1 Grit and Screenings	Sunday - Saturday	2 bins (1 truck/day) switched daily; Bins staged on Sunday and staged bins delivered to landfill on Monday.	365	2,500
Plant 1 bin relocation	Sunday	Switching onsite bins only (No disposal or transport; stage only)	52	N/A
Plant 1 Drying Bed Top-off	Typically weekly – usually Thursday morning - and as needed	1 trailer/week – the same truck/trailer as for Plant 2 Grit or Screenings.	80	700
Plant 1 Drying Bed Trailer	As Needed	1 trailer, as needed	6	60



Plant 2 Grit Trailer	Thursday	1 trailer/week	52	350
Plant 2 Screening Trailer	Monday, Wednesday, Friday	3 trailers/week	156	725
Plant 1 SCWO Screening Bin	Typically Weekly	1 trailer/week	52	200

Currently, between 275 to 500 wet tons of grit and screenings (including drying bed material) per month are being collected from both plants. Drying bed loads are not continuous and may require a minimum of four (4) to 12 loads in one (1) month. The drying beds are currently only located at Plant 1.

Bin Relocation Service: The Contractor shall provide a qualified driver to provide the bin relocation services every Sunday between 6:00AM to 9:00AM. The driver shall exchange both loaded bins from the Plant 1 grit and screening building with the delivered empty bins and transfer the loaded bins to the drying bed area or back to the Contractor’s yard for transportation to the selected disposal facility on Monday. Deployment area is subject to change.

Bin Top-Off Service: Service to top-off with Plant 1 drying bed material after Plant 2 trailer pick-up: OC San is required to move solid waste offsite to a landfill within 7-days of receiving the material in the drying bed. Many times, the accumulated volume is small and does not warrant a large trailer. Upon request, after picking up the Plant 2 grit or screening trailer, the Contractor shall stop at Plant 1 to pick-up the Plant 1 drying bed material. Typically, this “top-off” request will coincide with the P2 grit or screening trailer pick-up on Thursday or Friday. The trailer will need to be weighed at Plant 2 for screenings, then weighed again at Plant 1 after the drying bed material is added. Alternatively, if a small load is needed to be picked up from the drying beds on a day other than Thursday or Friday when the normal Plant 2 top-off occurs, then the Contractor shall use the bin that is picked up on a daily basis from grit and screenings at Plant 1 to top-off the load from the drying beds.

**3.7. Grit and Screening and Drying Bed Material Solids Quality**

OC San will pay the landfill tipping fee directly to OCWR, and manage the profile, perform the required sampling, and analyses to ensure continued conformance with landfill standards. Other potential fail-safe options that can be used for disposal of the solid waste are provided in Exhibit B.

OC San will provide mulch/sawdust to the Contractor to increase the solids content if required by the landfill.

**3.8. Portable Grit & Screenings Storage Bins and Trailers and Drying Bed Hauling**

Bins and trailers shall be designed so that liquid or solid materials do not leak or spill from the bins or trailers during loading and transport. The bins and trailers shall be designed to be safely accessible and moveable by OC San staff. These units shall also conform to all applicable regulatory requirements including, but not limited to those of the Occupational Safety and Health Act (OSHA), United States Department of Transportation (USDOT), and OC San’s safe driving practices and speed limits. The bins and trailers shall be stenciled

with a unique number for identification. The bins and trailers shall be designed with at least four (4) drainage holes to drain excess liquid while bins or trailers are stationed in the loading facility. The drainage holes shall be located at each corner or sides of the bin and trailer. The drainage holes shall be a minimum of two (2)-inches in diameter and equipped with a full port plug valve. The plug valve must be accessible when the bin or trailer is in place to clean any debris that may plug the opening. The plug valve or other device must seal the drain tightly during loading and transport so that no liquid or solid material can leak or spill. The bin or trailers must be equipped with a solid cover to prevent the contents from escaping the bin or trailer during transport.

- End Dumps must have either one (1) to two (2) on each side or a total of four (4) turnbuckles as listed in a) thru d):
  - a) Two (2) turnbuckles on bottom; or
  - b) Two (2) turnbuckles on top; or
  - c) One (1) turnbuckle on each side; or
  - d) any combination of c) with either a) or b)
- Tarp must completely cover and seal the truck with no major holes or rips (over six (6) inches).
- Trailers/bins must be water-tight. No holes or tears on body of trailer or seals through which light can be seen through or where there are signs of leakage.

Bins and trailers shall be maintained by the Contractor and remain in good working condition throughout the entire term of the contract. Maintenance shall include, but not limited to, fixing bent and warped doors, replacing seals and gaskets, repainting chipped and peeling paint, correcting door and cover alignment problems, replacing broken latches and valves, fixing or replacing bent cross members, and maintaining bins and trailers so they do not leak. Bins and trailers must be maintained in a condition so that they remain safely accessible, in good working order, and moveable by OC San's staff. Prior to delivery to OC San's facilities, all bins, trucks, and/or trailers shall be properly inspected to ensure that:

- All locking mechanisms are in place.
- Trailers/bins are water-tight.
- Tarp/cover are free of any major holes, rips, cracks, etc. that might compromise its integrity.
- Splashguards are welded or bolted and sealed and must be 18 to 24 inches on front.
  - Back splashguards are required only if tarp does not have a tarp extension that ensures seal in the back.
- Truck and trailers must not exceed 12 feet to load at Plant 1 or 13.5 feet to load at Plant 2.
- No solid waste is present/visible on the outside of the truck, trailer, and/or bins.
- Odor is mitigated before loading with tarp/cover on.
- Trucks have safety equipment, including broom, bucket, triangles, fire extinguisher, gloves, protective eyewear, etc.
- Any changes to trucking schedule need to be called into Duty Supervisors (Plant 1: 714-593-7025 or Plant 2: 714-593-7625).
- All trucks are required to carry a Citizens Band communicator/radio (CB radio).

Any bins, trucks, and/or trailers that are in poor condition and/or deemed to be unsafe by OC San staff or pose a safety concern shall be repaired or replaced at no cost to OC San prior to using the bins or trailers again at OC San's facilities. Bins or trailers that are leaking shall

be repaired or the contents moved to a properly working bin or trailer by the Contractor prior to leaving OC San facilities at no cost to OC San. Notification by OC San to the Contractor for the bins or trailers that require repair will be made in writing (via email) by OC San Operations staff. Due to odor compliance, the Contractor shall make all necessary repairs and have the full bins or trailers removed from OC San within two (2) business days. Prior to transportation, the Contractor shall ensure that the outside of the bin or trailer is kept clean from debris.

Plant 1 has two (2) identical grit and screening loading bays located in the Bin Loading Building.

Plant 2 has one (1) screening loading bay and one (1) grit loading bay. The screening bay is located inside the Screenings Building and the grit loading bay is located inside the Grit Building. Both the grit and screenings will require one (1) trailer at each location at a time. The approximate dimensions of the loading bays are listed in the following table:

Location	Clearance from Bottom of Hopper to Bay Floor	Width of Bay	Length of Bay
Plant 1 (2 identical)	10 ft.	8 ft. 6 in.	25 ft.
Plant 2 Screenings Bay (inside)	11 ft. 10in.	12 ft.	54 ft.
Plant 2 Grit Bay (inside)	14 ft. 3 in.	12 ft.	54 ft.



Photo of Plant No. 1 Grit and Screening Area



Photo of Plant No. 1 Grit and Screening Area



Photo of Plant No. 1 Drying Beds Area



Photo of Plant No. 2 Grit Area



Photo of Plant No. 2 Screening Area

### 3.9. Hauling, Scheduling, Storage, and Contingencies

The Contractor shall be responsible for ensuring drivers and hauling companies comply, as required, with all State of California, State of Arizona, and federal standards and requirements for Motor Carriers, including the California Vehicle Code and the Department of Transportation (DOT) Federal Motor Carrier Safety Administration standards and requirements. State of California and DOT requirements may include, but are not limited to, the following:

- California Vehicle Code §658.17 Weight limits
- DOT §393.95 Emergency equipment on all power units
- DOT §395.3 Maximum driving time for property-carrying vehicles
- CARB Truck & Bus Regulation 13 CCR 2025
- CARB Heavy-Duty Vehicle Inspection and Maintenance Program Regulation 13 CCR 2195 – 2199.1

- CARB Advanced Clean Fleets Regulation 13 CCR 2013 – 2013.4 and 13 CCR 2015 – 2015.6
  - Any federal, state, or local fees related to hauling, such as road use fees, toll fees, and any fines incurred by hauling operations as well as costs associated with releases shall be the responsibility of the Contractor.
  - In addition to the summary of key requirements contained in this section, the Contractor shall comply with all requirements contained in Appendix B, including the submittal of the Training Checklist that ensures the Contractor's dispatcher has trained staff on OC San requirements (see Section 7 Deliverables). The Contractor shall periodically (or upon request by OC San) review, update, and re-submit the plans, with any changes, to OC San.
  - Contractor shall haul solid waste from either of OC San's two (2) plants to approved sites as directed by OC San's weekly schedule. Contractor shall conform to this schedule.
  - Contractor shall bill OC San based on OC San's scale-based weight tickets (not weight at destination facility). Contractor shall maintain and record truckload weight tickets.
  - Current loading windows are generally limited to Monday through Saturday but are subject to change based on operational needs and solids residual availability (see Appendix B).
  - OC San will consider Contractor's needs in setting loading times and schedules; however, operational logistics and plants' considerations determine the final schedule. Wait times at the plants prior to loading average about 15-30 minutes, but at peak times it can be as much as one (1) hour. Loading times also vary, averaging about 15-30 minutes.
  - Once the solid waste is loaded into the Contractor's bins/trailers, responsibility, and ownership of the solids are deemed to have transferred from OC San to the Contractor. However, OC San maintains strict oversight of these solids throughout the final use process including coordination of reporting incidents during transportation and final product distribution.
  - OC San has limited storage capacity. Contractor shall provide facilities, hauling, equipment, and any other means necessary to ensure its ability to manage and store solids produced by OC San during inclement weather.
  - Haulers transporting solid waste off-site for disposal shall take all necessary measures to keep the solids contained. Haulers shall adhere to OC San's spill clean-up plan. OC San is required to report any spills to USEPA and State agency in which the spill occurred.

### **3.10. OC San Scale and DataBridge Systems**

The Contractor is required to weigh at OC San's truck loading facilities prior to leaving with loaded bins. The Contractor shall provide OC San with standardized tare weights that will be used to issue the full-bin scale tickets. The Contractor shall include copies of the landfill's weight tickets (separate ticket for each bin) for grit and screenings and drying bed solid waste at Plant 1 and Plant 2. The weight tickets shall be provided to OC San with the monthly invoice or upon OC San's request.

- 3.10.1. New Driver and New Trailer Approval forms are required for each driver and trailer in order to register them in OC San's scale software prior to arrival at OC San.

Hauling dispatchers are required to email the form at least two (2) business days before the drivers' or trailers' initial visit to OC San.

Dispatchers and drivers are certifying that they understand and conform with requirements contained in the Pre-Loading Trailer Inspection Guidelines, and Safety Equipment Inspection Guidelines.

3.10.2. OC San's DataBridge System is a software application that is used for tracking OC San's Biosolids loads to ensure accurate compliance reporting (see Appendix B).

3.10.3. OC San staff will review and reconcile tickets in DataBridge, using field tickets and logs.

Invoicing shall reflect data in DataBridge. Any incorrect or missing tickets will be identified during the ticket approval process. The Contractor shall communicate any ticket discrepancies as soon as possible to OC San.

These requirements transfer to any new or equivalent systems or processes implemented in the future.

### **3.11. Transportability**

The Contractor shall submit the following with the submittal:

- Plan and profile views of the disposal bin.
- Plan and profile views of the transfer unit.
- Plan and profile for Plant 1 bin drainage system.
- Provide other documentation, if available, to support claims of disposal bin compatibility with applicable Federal, State, and Local regulatory requirements, including, but not limited to OSHA, USDOT, the Code of Federal Regulations (CFR) certification, California Code of Regulations (CCR) validation. Documentation may include video or photos of system as proposed being on-loaded and off-loaded to/from the OC San's facilities.
- Provide drawing and describe the process of on-load and off-load of the system to/from the OC San's facilities.
- Provide a list of items that must be added, disassembled or removed from the bin and/or the transporter for hauling, and
- Provide description of design features and other measures taken to prevent liquid leakage and spillage during loading and transport
- The Contractor shall provide a list of contacts and their duties for OC San staff including emergency contact information. The Contractor shall provide their spill response plan to OC San.
- The Contractor shall be prepared to provide the specified bins and trailers and begin hauling grit and screenings and drying bed material on the first day of the Contract period (July 1, 2025).
- The final week of the agreement shall be used as a transition period. The Contractor shall work with the next Contractor to facilitate the transition of hauling duties.

The Contractor shall describe the environmental evaluation or site assessment process undertaken in the permitting of each of the disposal sites to be used. Supply information to verify compliance with the requirements of the California Department of Health Services (DHS), SWRCB, the Integrated Waste Management Board, and CARB.

### **3.12. Driver Wait Time**

OC San will reimburse the Contractor for driver wait time that is a result of OC San-caused delays greater than one (1) hour. The Contractor must notify the OC San project manager or designee at the time of delay so that the request can be documented and approved by OC San.

### **3.13. Driver Response Time**

Although a routine schedule will be established with the contractor(s), there may be unusual circumstances and/or special projects that require additional loads to be removed from the facility. In these cases, the contract rates per load from each subject area shall apply and the Contractor(s) should be able to respond within 24 hours, if/when such events occur.

### **3.14. Hauler Documentation**

Please see Appendix B for OC San's spill response standard operating procedures and other requirements that will be required for the Contractor to have present in each truck at all times and train their drivers on.

### **3.15. Hauling Capacity**

- 3.15.1. Contractor shall maintain and demonstrate the ability to provide OC San the minimum capacity as indicated in Section 3.6 (and Exhibit B) plus at least two (2) additional trucks per week of hauling capacity. Although OC San prefers to keep to a steady weekly schedule, there can be week-to-week variations. Thus, OC San requires flexible and reliable solids hauling capacity from its Contractors to adapt to these fluctuations.
- 3.15.2. Failure of the Contractor to maintain and demonstrate the ability to provide OC San the minimum capacity as indicated in Section 3.6 (and Exhibit B) plus at least (2) two additional trucks per week of hauling capacity shall constitute a performance issue (see Contractor Performance in Section 3.19).

### **3.16. Subcontractor(s)**

- 3.16.1. Contractor may subcontract portions of the Contract. Subcontractors are subject to all the requirements of the Contract. Contractor is responsible for ensuring that the Subcontractor(s) comply with all Contract requirements.
- 3.16.2. Contractor shall provide a written request to OC San for approval in order to add a Subcontractor to the approved list of substitutes.
- 3.16.3. Contractor shall obtain written approval from OC San at least 30 days prior to the substitution of an approved Subcontractor.
- 3.16.4. Contractor's Subcontractor shall meet all of OC San's requirements, responsibility, and accountability measures contained herein.
- 3.16.5. Contractor is accountable and responsible to ensure that its Subcontractor(s) meet applicable OC San and management facility requirements including, but not limited to, providing suitable staff, training, equipment, resources to perform the SOW, required insurance, and conformance with OC San's SWCR (see Appendix B).
- 3.16.6. The cost for Subcontractor(s) shall be included in Contractor's cost.

### 3.17. Loading, Drivers, and Trailers

- 3.17.1. OC San reserves the right to reject loads (no make-up) or write-up the driver or trailer if any contractual requirements or SWCR (Appendix B) are not met. See Section 3.19.
- 3.17.2. The Contractor shall be responsible for all transportation equipment. OC San reserves the right to inspect any of the Contractor's equipment to verify conformance with all requirements within these specifications and reject loads if equipment does not meet specifications.
- 3.17.3. Contractor shall provide adequate training to drivers, dispatchers, and other key staff on solids characteristics and emergency response procedures, including providing simple procedures written in the appropriate language format (such as English and Spanish).
- 3.17.4. Contractor's drivers shall conduct themselves in a professional and courteous manner. OC San reserves the right to ban drivers from OC San facilities that do not comply with the SWCR or terms of the contract.
- 3.17.5. Dispatchers shall relay shutdown, operational, training, and other communications from OC San to drivers promptly, in a format that can be easily understood by drivers, and document communications and trainings including the use of sign-in sheets.
- 3.17.6. Trailers are subject to inspection by OC San prior to commencement of work. Any exceptions to requirements must be requested in writing and approved by OC San staff.
- 3.17.7. Contractor shall conform to OC San Safety Equipment Requirements and Pre-Loading Inspection Requirements (see Appendix B).
- 3.17.8. Contractor's drivers shall carry a copy of the OC San's "Hauling Biosolids" laminated cards (Appendix B). Drivers shall understand and abide by all information contained in it, be familiar with solid waste, and provide this informational booklet to onsite emergency responders if an incident occurs during transportation, especially to communicate that the solid waste is non-hazardous. Laminated cards are available to drivers at OC San's truck loading facilities.
- 3.17.9. OC San requires the Contractor's participation in our commitment to being a good neighbor and preventing/minimizing noise and odors. Below is a summary of some of the requirements, but please refer to Appendix B for all requirements:
  - OC San requires that Contractor's drivers travel with tarps secured at all times to minimize odors.
  - Contractor is responsible to provide drivers access to facilities necessary to ensure trucks are clean. OC San will not provide a truck washing facility.
  - No jake-braking or other noise nuisance between 7:00PM and 7:00AM.
  - Contractor shall utilize staging areas and trucking route(s) with least impact to sensitive receptors within the public. The route(s), staging areas, and contingency routes in case of closures shall be included in the Hauling Plan submittal.
- 3.17.10. Upon OC San's request, the Contractor shall provide one (1) bin per plant for on-site storage to be used in an emergency situation. Plant 2 may require a bin that is between 8-10 ft. (width) by 16-25 ft. (length) and is 4 ft. or less (height).

Drying bed haulers will be loaded by OC San staff. The height of the trailers used for hauling the material can be no more than 8 feet high to allow for loading. The trailers shall be designed so that liquid or solid materials do not leak or spill from the trailer during loading and transport. The trucks and trailers shall conform to



all applicable regulatory requirements including, but not limited to the Occupational Safety and Health Act (OSHA) and United States Department of Transportation (USDOT). Trailers must be covered before transporting material. End dump trailers shall have manual locking turnbuckles on their tailgate.

- 3.17.11. Trailers/bins shall be watertight.
- 3.17.12. Trailers/bins shall be clearly marked with a unique ID, which shall be visible and distinguishable.
- 3.17.13. Contractor shall conform with OC San Biosolids Response & Recovery Plan (Appendix B). The Contractor shall notify OC San Control Center (714-593-7025) within 30 minutes of accidents and spills during transportation and email an incident report within 48-hours (see Section 7.6).

### **3.18. Permits, Compliance, and Records**

- 3.18.1. Contractor shall hold and maintain all valid federal, state, and local permits, licenses, and other approved legally required documentation to haul and transport solid waste.
- 3.18.2. Contractor shall submit all regulatory documents as part of its Solid Waste Hauling Plan in its Contract.
- 3.18.3. Renewal of these documents shall be provided to OC San upon issuance and shall be available at the site.
- 3.18.4. The Contractor shall demonstrate compliance with all federal, state, and local regulatory standards (see Section 7 Deliverables).
- 3.18.5. Contractor shall include cost for permits and any incidentals in cost to haul to all facilities listed on the Bid Price Form, Exhibit B. Use of these alternative locations will typically be on an emergency basis, so costs may be higher than routine hauls.
- 3.18.6. Contractor shall submit copies of all reports submitted by the Contractor to regulators and any other reports required by OC San in accordance with Section 7 Deliverables.
- 3.18.7. Contractor shall notify OC San of any regulatory changes affecting hauling as soon as possible. The notification shall include how the changes impact hauling and the Contractor's plan for addressing the changes. Contractor shall provide a copy of any regulatory requirement changes, reports, and correspondence as described in Section 7 Deliverables.
- 3.18.8. The Contractor shall report any violations or investigations to the appropriate authority immediately, as well as to OC San, within 24-hours with a follow-up incident report as referenced in Section 7 Deliverables.
- 3.18.9. Contractor shall maintain, document, and copy OC San on all compliance and any non-compliances with all federal, state, and local regulations. OC San reserves the right to contact the Contractor's regulators.
- 3.18.10. OC San may require additional supplemental reports, data, plans, or proof of compliance as needed.

### **3.19. Contractor Performance**

- 3.19.1. OC San reserves the right to withhold loads for any reason, including but not limited to:
  - 3.19.1.1 Contractor not meeting any elements of the SOW or Contract requirements.
  - 3.19.1.2 Contractor not adequately addressing neighbor complaints, potential onsite nuisances, or any other concern documented in an inspection.

- 3.19.1.3 Contractor not conforming to the SWCR document (Appendix B). OC San periodically updates and reissues this document to Contractor.
- 3.19.1.4 Contractor's Subcontractor(s) not meeting or conforming to any one of the requirements, which are the responsibility of the Contractor to ensure conformance.
- 3.19.1.5 Repeated issues with performance can be grounds for termination of the Contract.

**3.20. Back Charge**

- 3.20.1. Contractor shall reimburse OC San for any costs, fines, and/or corrective actions taken due to Contractor's non-performance. This may include costs incurred by OC San due to failure of the Contractor to accept and remove the agreed upon volume of solids from the plants, onsite truck leaks, or due to releases (spills). OC San reserves the right to offset any funds paid out on behalf of the Contractor from invoiced amounts payable to the Contractor.
- 3.20.2. Contractor shall reimburse OC San for any property damage caused by Contractor or Subcontractors.

**3.21. Coordination**

Contractor shall participate in OC San-required virtual or in-person meetings to review performance, issues, upcoming projects, and generally ensure effective communications coordination between OC San and Contractor at no cost to OC San (Appendix B).

**4. Resources Available**

OC San will provide all the necessary infrastructure and ancillary equipment for solids loading conducted at Plant No. 1 and Plant No. 2. Contractor is otherwise responsible for all equipment, instrumentation, and supplies and all associated costs required for receiving, handling, and hauling solids. Contractor is responsible for providing personal protective equipment for its work force. The safety equipment shall meet or exceed OC San's safety standards. Office facilities for Contractor's workforce are the responsibility of Contractor. Conference call meetings involving dial-in services are the responsibility of Contractor.

In close coordination with assigned OC San staff, the Contractor is responsible for requesting from OC San the needed information necessary for performing their contractual obligation. OC San will provide all available information to assist the Contractor in performing the work elements as described above.

Any and all fees required by State, County, City and/or municipal laws, codes and/or tariffs that pertain to work performed under the terms of this Agreement will be paid by Contractor.

**5. Project Schedule**

<b>Milestones/Timeline</b>	<b>Deadline</b> (Days from Notice to Proceed Date)
<b>Kick-Off Meeting</b>	5 working days after Notice to Proceed
<b>Transition Implementation Plan</b>	15 working days after kick-off meeting
<b>Transition Period Onboarding (if new Contractor(s))</b>	June 23, 2025 through June 30, 2025

<b>First day of the Contract Performance</b>	July 1, 2025
<b>Transition Period Exiting (if new Contractor(s))</b>	Final Week of Contract

Work and meetings involving OC San staff shall take place Monday through Thursday, between the hours of 7:00 A.M. to 3:00 P.M.

## 6. Project Management

Project management includes Contractor’s attendance at a kick-off meeting, Contractor Safety Orientation (CSO), and any other pertinent compliance meeting (upon OC San’s request). Contractor shall also be responsible for notifying any regulatory agencies and OC San of permit conditions, non-compliance (violation) events, etc. to the OCHCA, SARWQCB, and/or SWRCB, upon approval by OC San.

At the kick-off meeting, Contractor shall provide a list of personnel that will be hauling solids and the key personnel not limited to dispatcher and management team. Contractor shall not reassign the key project personnel without prior approval of OC San. However, OC San may request reassignment of any of Contractor’s personnel, based on the adequacy of performance.

Prior to commencement of work, OC San staff will meet with the Contractor to establish appropriate contacts and to familiarize with the operations and relevant matters. This meeting must be held at OC San’s offices or as determined by OC San.

Continuous performance monitoring will be performed by OC San.

The Contractor shall issue a point of contact for coordination purposes as well as an organizational chart for escalated matters.

### 6.1. Project Kick-Off Meeting

Within five (5) business days of receiving the Notice-to-Proceed, Contractor shall schedule, attend, and lead a project kick-off meeting with OC San’s Environmental Services staff at OC San’s Administrative Office or through an alternative method as directed by OC San. The Contractor shall be available to attend follow-up meetings and/or conference calls as deemed necessary by OC San.

## 7. Deliverables

- 7.1. The Contractor shall provide solid waste hauling services that requires removal or acceptance of the transportation of solid waste from OC San’s Reclamation Plants 1 or 2 or both, for quantities as determined and directed by OC San as described above.
- 7.2. The Contractor shall submit a Solid Waste Hauling Plan as part of the submittal package to demonstrate conformance with Appendix B.
- 7.3. The Contractor shall submit the following information to the OC San Project Manager at least 30-days prior to proceeding with the work under this Contract:
  - The Training Checklist for hauling that ensures the Contractor’s dispatcher has trained staff on OC San requirements at least 30-days prior to the commencement of work.
  - A list of driver names and trailer numbers that will be used to haul the material.
  - OC San New Driver and New Trailer Approval forms completed and submitted by the hauling dispatcher (Appendix B).

- Certificate of Reported Compliance for any fleet hauling material, including subcontractors, as required per the Heavy-Duty Inspection and Maintenance (HD I/M) Regulation.
  - Proof of fleet compliance with the Truck and Bus Regulation.
- 7.4. SWCR Updates: The Contractor shall meet requirements for reporting in the current version of the SWCR (Appendix B), which is updated periodically. Contractor will be notified and updated when new versions are made available. The Contractor shall download and conform to future updates.
- 7.5. Contractor Notifications and Incident Reports to OC San.  
In conformance with the requirements set forth above and the requirements in the SWCR (Appendix B), the Contractor shall notify OC San of the following and provide a corresponding incident report within 48-hours:
- 7.5.1. Within 30 minutes of any traffic incident or solid waste released during transportation, Contractor shall notify OC San's 24-hour Control Center (714-593-7025).
- 7.5.2. Within 24 hours of any:
- Incident of non-compliance including notices of violation.
  - Complaint received.
  - Public or media questions received.
  - Regulatory inspection.
  - Verbal notification from regulator that an Area of Concern, Violation, or other notice of regulatory non-compliance may be received in the future.
  - Receipt of regulatory non-compliance or Areas of Concern or any other action taken by an enforcement agency regarding non-compliance with permit provisions or general applicable regulatory standards (provide OC San a copy of the regulatory document with notification).
  - Discovery of a regulatory non-compliance for which the Contractor shall be notifying the regulatory agency.
  - Accidents or health and safety incidents related to solid waste hauling, processing, or marketing/reuse.
  - Product batches that do not meet specifications.
  - Regulatory-defined "Special Occurrences" on-site.
  - Regulatory inspection report received.
  - Critical equipment breakdowns and corrective and preventive actions.
  - Significant changes (including temporary and interim changes) to processes, input, outputs, and markets.
- 7.5.3. Incident reports shall include the information regarding the incident, which regulatory requirements are impacted (if any), regulatory notifications made (if any), the Contractor's response, root cause analysis, detailed corrective and preventive actions, and pictures when appropriate. The Contractor shall take corrective and preventive actions to address root causes.
- 7.5.4. The Contractor shall notify OC San of any operational interruptions and/or maintenance shutdowns by Wednesday of the preceding week in order for OC San to properly schedule loads for the week of the shutdown.
- 7.5.5. In the event of any process interruption after the solid waste is received at the disposal sites, Contractor shall notify OC San as soon as possible, but within 24 hours. OC San will likely discontinue loads until the process is restored.
- 7.5.6. In response to OC San inspection findings, the Contractor shall provide OC San within five (5) business days a written incident report including root cause analysis and detailed corrective and preventive action plans. The Contractor shall take corrective and preventive actions to address root causes of OC San findings,

especially when issues could result in nuisance complaints or compliance concerns.

## **8. Safety & Hazardous Materials**

Safety is the top priority at OC San. The Contractor shall attend a CSO meeting prior to the start of work. The CSO is an OC San safety orientation conducted between OC San's Risk Management Division (safety and health) and the Contractor. Participation in this instruction is mandatory. This orientation does not replace any safety measures described in the Request for Proposals. Consultant shall include in its proposal at least one-hour dedicated to safety onboarding prior to conducting any work. The Contractor and any Subcontractor shall follow all state, federal, and local safety standards. Failure to do so could result in removal and permanent suspension from OC San's property.

In addition, the Contractor shall follow all OC San and management facility safety guidelines established for guests, contractors, and vendors at the time this Agreement is executed. In addition, OC San will have the right to modify the way the training is delivered if it is not able to be done in person due to extraordinary circumstances such as COVID-19, including but not limited to recorded or live virtual training. Please review the latest OC San, Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), and Orange County Health Care Agency (OCHCA) COVID-19 guidelines in order to be informed on the most current safety requirements.

OC San reserves the right to stop work at no cost to OC San if there is an imminent safety hazard caused by the Contractor or any of its Subcontractor(s). If work is stopped due to imminent safety hazards caused by the Contractor, no stand-by pay will be paid by OC San.

The Contractor and its employees shall comply with OC San's safety policies, including, but not limited to, wearing protective gear while in the plant industrial areas. Protective gear includes protective footwear comprised of non-skid soles with leather uppers and toe protection, protective eye wear, ear protection, and safety hard hats. OC San safety policies are available from OC San Safety Manager or his designated staff. Lack of safety equipment or failure to use safety equipment may be cause for termination of the contract.

Be advised that confined spaces and hazardous atmosphere exist in OC San facilities. The Contractor shall designate an individual to receive hazard awareness training from OC San. This designated individual shall then train the Contractor staff on the hazards that exist at OC San. The Contractor shall comply with OSHA, state, federal and local safety laws.

The Contractor shall provide a list of contacts and their duties for OC San staff including emergency contact information. The Contractor shall provide their spill response plan to OC San prior to start of contract period.

A meeting with personnel from OC San's Risk Management/Safety/Security Division will be required before work can begin on this contract. OC San Safety & Health Supervisor can be contacted through OC San Human Resources Department.

### **8.1. Job Hazard Analysis**

The Contractor shall develop and maintain a Site-Specific Safety Program for the worksite, in accordance with OC San Construction Safety Standards. The Plan shall

include a description of the work to be performed, highlighting the hazard analysis for each general site condition(s) and specific work task(s), as follows:

- Identification of the Contractor's management, supervision, competent, and qualified persons.
  - Identification of precautions to be implemented.
  - Decision logic for the utilization of personal protective equipment.
  - Site access control, including security measures.
  - Emergency response plan.
  - Incident reporting methodology.
  - Safety Data Sheet inventory list; all Cal/OSHA recognized carcinogens or reproductive hazardous materials shall be denoted and highlighted on the inventory list.
  - Training and certification documentation.
  - Communication methodology.
  - The Drug Free Workplace program if not included in the Injury and Illness Prevention Program.
  - Measures to mitigate public exposure to hazards as applicable.
  - The Contractor shall submit its Site-Specific Safety Program to OC San for review no later than 15 days after the effective date of the Notice to Proceed and prior to commencing work.
- 8.2. Contractor shall be aware of the use of bleach, hydrogen peroxide, ferric chloride, acid and caustic soda and the potential presence of hazardous gases in and around the plants.
- 8.3. There are various alarm systems installed to alert employees of possible hazardous conditions. The Contractor shall instruct its employees of these dangers and that they shall evacuate the area, including tunnels, immediately should an emergency situation occur.
- 8.4. Contractor is advised that digesters are classified as Class 1, Division 1, Hazardous Areas both inside and to a distance of five (5) feet beyond all the exterior walls and roof, and to a distance of 10 feet beyond all existing gas handling equipment.
- 8.5. Contractor shall take all necessary safety precautions required to meet all safety requirements for work in areas as designated above, at no additional cost to OC San.
- 8.6. Contractor is cautioned that the tunnels with digester gas piping are Class 1, Division 2 areas.
- 8.7. All Contractor employees shall wear hard hats, safety vests, safety toed shoes, safety glasses, and appropriate protective equipment while on OC San plant sites.
- 8.8. Contractor shall carry and use a 4-gas monitor at all times when on the plant site. The 4-gas monitor shall detect carbon monoxide, oxygen, hydrogen sulfide, and lower explosive limits.
- 8.9. Contractor is responsible for every aspect of health and safety on the worksite, including the health and safety of Subcontractors, suppliers, and other persons on the worksite.
- 8.10. Contractor shall notify OC San Project Manager of near misses or injuries within 24 hours. Contractor shall transmit to the OC San Project Manager written investigations of accidents and injuries encountered during work within five (5) business days.

## 9. Contract Management

**Invoices:** The Contractor shall generate a separate invoice for each plant after the end of each month for each of the previous month's loads hauled from OC San as back-up for the electronic

invoice. Monthly billing invoices shall match tonnages contained in OC San's records, unless an alternative method is approved by OC San. The invoices shall be emailed to the OC San Project Manager, key personnel, and OC San Accounts Payable ([APStaff@ocsan.gov](mailto:APStaff@ocsan.gov)). The invoice shall include the following documentation:

- Date
- Trailer identification number
- OC San weight ticket number
- Net wet tons contained in each trailer
- Total daily tons hauled to the facility(ies) from OC San
- Total monthly tons hauled to the facility(ies) from OC San
- Total number of loads hauled to the facility(ies) from OC San

OC San reserves the right to withhold payment if incomplete or incorrect information is provided with invoices or monthly reports.

## **10. Staff Assistance**

The Contractor shall be assigned a single point of contact on this project. Any meetings and/or correspondence related to this project shall be scheduled and approved by the Project Manager.

## **11. Safety and Health Requirements**

The Contractor and any Subcontractors shall comply with all applicable provisions of the OC San CSO, Federal OSHA, California OSHA, and Local regulations, whichever is most stringent.

### **11.1. Injury and Illness Prevention Program**

The Contractor shall submit a copy of their written Injury and Illness Prevention Program (IIPP). The IIPP must address responsibility, compliance, communication, hazard assessment, incident investigation, hazard correction, and training as required by Title 8, California Code of Regulations, Section 3203.

### **11.2. Contractor Safety Orientation**

The Contractor shall attend a CSO meeting prior to the start of work. The CSO is a Sanitation District safety orientation conducted between the Risk Management Division (safety and health) and the Contractor. The CSO is conducted once per year or as job conditions or SOW changes. The Contractor shall participate in these meetings by providing work plans and other requested safety deliverables described below. The Contractor shall sign the Job Safety Analysis (JSA) documentation.

### **11.3. Job Safety Analysis**

The Contractor shall prepare JSA for work tasks completed by the Contractor. The JSA is a procedure where each basic step of the work task has identified hazards and recommended controls for the safest way to complete the work task.

#### **11.4. Personal Protective Equipment**

Contractor shall wear Level D personal protective equipment (PPE), which includes hard-toe work boots, safety glasses, hard hats, high-visibility safety vests, long pants, sleeved shirts, gloves, and hearing protection (as needed). All work performed in the wastewater treatment plant requires a calibrated 4-gas monitor (CO, H<sub>2</sub>S, LEL, O<sub>2</sub>). However, this is not required as long as drivers stay in cab while in truck loading bays and tarping shall only be performed outside the truck loading bays.