

SERVICE CONTRACT
Biosolids Thermal Conversion Facility Service
SSJ# 1212BD-[A/B]

THIS CONTRACT is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708 (hereinafter referred to as "OCSD") and [_____] with a principal place of business at [_____] (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OCSD desires to temporarily retain the services of Contractor for Biosolids Thermal Conversion Facility Service, "Services" as described in Exhibit "A"; and

WHEREAS, OCSD has chosen Contractor to conduct Services in accordance with Ordinance No. OCSD-52; and

WHEREAS, on [_____], the Board of Directors of OCSD, by minute order, authorized execution of this Contract between OCSD and Contractor; and

WHEREAS, Contractor is qualified by virtue of experience, training, and expertise to accomplish such Services,

NOW, THEREFORE, in consideration of the mutual promises and mutual benefits exchanged between the Parties, the Parties mutually agree as follows:

1. Introduction

1.1 This Contract and all exhibits hereto (called the "Contract") is made by OCSD and the Contractor. The terms and conditions herein exclusively govern the purchase of Services as described in Exhibit "A".

1.2 Exhibits to this Contract are incorporated by reference and made a part of this Contract as though fully set forth at length herein.

Exhibit "A" Scope of Work
Exhibit "B" Proposal
Exhibit "C" Determined Insurance Requirement Form
Exhibit "D" OCSD 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 of this Contract shall in all respects govern and control.

1.4 The provisions of this Contract may be amended or waived only by a writing executed by authorized representatives of both Parties hereto.

1.5 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.

- 1.6 The term “days”, when used in the Contract, shall mean calendar days, unless otherwise noted as business days.
- 1.7 OCSD holidays (non-working days) are as follows: New Year’s Day, Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 The term “hours”, when used in this Contract, shall be as defined in Exhibit “A”.
- 1.9 Contractor shall provide OCSD with all required premiums and/or overtime work at no charge beyond the price provided under “Compensation” below.
- 1.10 Except as expressly provided otherwise, OCSD accepts no liability for any expenses, losses, or action incurred or undertaken by Contractor as a result of work performed in anticipation of purchases of said services by OCSD.
- 2. Compensation** Compensation to be paid by OCSD to Contractor for the Services provided under this Contract shall be a total amount not to exceed [_____] Dollars (\$[_____].00).
- 3. California Department of Industrial Relations (DIR) Registration and Record of Wages**
- 3.1 To the extent Contractor’s employees and/or its subcontractors who will perform Work during the design and preconstruction phases of a construction contract or perform work under a maintenance contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, Contractor and its subcontractors shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the work is subject to compliance monitoring and enforcement by the DIR.
- 3.2 The Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- 3.3 Pursuant to Labor Code Section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OCSD and/or general public upon request, provided the public request is made through OCSD, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- 3.4 The Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).
- 4. Payments and Invoicing**
- 4.1 OCSD shall pay, net thirty (30) days, upon receipt and approval, by OCSD’s Project Manager or designee, of itemized invoices submitted monthly for Services rendered in accordance with Exhibit “A”. OCSD, at its sole discretion, shall be the determining party as to whether the Services have been satisfactorily completed.
- 4.2 Invoices shall be emailed by Contractor to OCSD Accounts Payable at APStaff@OCSD.com and “INVOICE” with the Purchase Order Number and SSJ# 1212BD shall be referenced in the subject line.

5. **Audit Rights** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its termination, OCSD 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.
6. **Scope of Work** Subject to the terms of this Contract, Contractor shall perform the Services identified in Exhibit "A". Contractor shall perform said Services in accordance with generally accepted industry and professional standards.
7. **Modifications to Scope of Work** Requests for modifications to the Scope of Work hereunder can be made by OCSD at any time. All modifications must be made in writing and signed by both Parties.
8. **Contract Term** The Services provided under this Contract shall commence on the effective date of the Notice to Proceed and continue for the period of three (3) years.
9. **Renewals**
- 9.1 OCSD may exercise the option to renew this Contract for up to two (2) one-year periods, under the terms and conditions contained herein. OCSD shall make no obligation to renew nor give reason if it elects not to renew.
- 9.2 This Contract may be renewed by OCSD Purchase Order.
10. **Extensions** The term of this Contract may be extended only by written instrument signed by both Parties.
11. **Performance** Time is of the essence in the performance of the provisions hereof.
12. **Termination**
- 12.1 OCSD 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 OCSD of intent to terminate. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OCSD shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) to 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 OCSD from any further fee, cost or claim hereunder by Contractor other than for work performed to the date of termination.
- 12.2 OCSD reserves the right to terminate this Contract immediately upon OCSD's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or any other default of this Contract.
- 12.3 OCSD may also immediately cancel for default of this Contract 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 total amount of compensation exceeds the amount authorized under this Contract.
- 12.4 All OCSD property in the possession or control of Contractor shall be returned by Contractor to OCSD upon demand, or at the termination of this Contract, whichever occurs first.

13. **Insurance** Contractor and all subcontractors shall purchase and maintain, throughout the life of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Determined Insurance Requirement Form (attached hereto and incorporated herein as Exhibit "C"). Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OCSD, 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 maintain required insurance coverage shall result in termination of this Contract.
14. **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 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 OCSD, Contractor shall indemnify, protect, defend and hold harmless OCSD, 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 OCSD, and with well qualified, adequately insured, and experienced legal counsel acceptable to OCSD.
15. **OCSD Contractor Safety Standards** OCSD requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as OCSD Contractor Safety Standards while working at OCSD locations. If during the course of the Contract it is discovered that OCSD Contractor Safety Standards do not comply with Federal, State, or local regulations, then the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OCSD. Contractor and all of its employees and subcontractors, shall adhere to all applicable OCSD Contractor Safety Standards attached hereto in Exhibit "D" and the Human Resources Policies in Exhibit "E".
16. **Warranties** In addition to the warranties stated in Exhibit "A", the following shall apply:
- 16.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance by the OCSD Project Manager or designee of the work as complete.
- 16.2 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work as specified in Exhibit "A", OCSD 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 OCSD and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.

17. **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 said 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 or may be eliminated from the Contract.
18. **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.
19. **Familiarity with Work** By executing this Contract, Contractor warrants that: 1) it has investigated the work to be performed; and 2) it understands the facilities, difficulties and restrictions of the work under this Contract. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCSD, it shall immediately inform OCSD of this and shall not proceed, except at Contractor's risk, until written instructions are received from OCSD.
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 California 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. **Licenses, Permits, Ordinances and Regulations** Contractor represents and warrants to OCSD that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to engage in this work. 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 the terms of this Contract will be paid by Contractor.
23. **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 harmless from any and all damages and liabilities assessed against OCSD as a result of Contractor's noncompliance therewith. Any permission required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically referenced.
24. **Contractor's Employees Compensation**
 - 24.1 **Davis-Bacon Act** – Contractor will pay and will require all subcontractors to pay all employees on said project a salary or wage at least equal to the prevailing rate of per diem wages as determined by the Secretary of Labor in accordance with the Davis-Bacon Act for each craft or type of worker needed to perform the Contract. The provisions of the Davis-Bacon Act shall apply only if the Contract is in excess of two thousand dollars (\$2,000.00) and when twenty-five percent (25%) or more of the Contract is funded by Federal assistance. If the aforesaid conditions are met, a copy of the provisions of the Davis-Bacon Act to be complied with are incorporated herein as a part of this Contract and referred to by reference.

- 24.2 General Prevailing Rate – OCSD has been advised by the State of California Director of Industrial Relations of its determination of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of same are on file in the Engineering Department. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this Contract as required by Labor Code Section 1774 of the State of California. Per California Labor Code 1773.2, OCSD will have on file copies of the prevailing rate of per diem wages at its principal office and at each project site, which shall be made available to any interested party upon request.
- 24.3 Forfeiture For Violation – Contractor shall, as a penalty to OCSD, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by the Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.
- 24.4 Apprentices – Sections 1777.5, 1777.6, 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices are applicable to this Contract and the Contractor shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days or more; or if contracts of specialty contractors not bidding for work through the general or prime Contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.
- 24.5 Workday – In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by it hereunder. Contractor shall conform to Article 3, Chapter 1, Part 7 (Section 1810 et seq.) of the Labor Code of the State of California and shall forfeit to OCSD as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said Article. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the project.
- 24.6 Record of Wages; Inspection – Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the project and agrees to require that each of its subcontractors do the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. Penalties for non-compliance with the requirements of Section 1776 may be deducted from project payments per the requirements of Section 1776.
25. **South Coast Air Quality Management District's (SCAQMD) Requirements** It is Contractor's responsibility 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 the SCAQMD.

26. **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.
27. **Breach** The waiver of 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 OCSD does not object shall not operate as a waiver of OCSD's rights to seek remedies available to it for any subsequent breach.
28. **Remedies** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods or Services or repudiates its obligations under this Contract, or if OCSD rejects the goods or Services or revokes acceptance of the goods or Services, OCSD may (1) cancel the Contract; (2) recover whatever amount of the purchase price OCSD has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Contractor. In the event OCSD elects to "cover" as described in (3), OCSD shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods or Services and the Contract price, together with any incidental or consequential damages.
29. **Dispute Resolution**
- 29.1 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.
- 29.2 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 California 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 California 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.
30. **Attorney's Fees** If any action at law or inequity 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 he may be entitled.
31. **Survival** The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.

32. **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.
33. **Damage to OCSD's Property** Any of OCSD's property damaged by Contractor, any subcontractors or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OCSD.
34. **Disclosure** Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OCSD.
35. **Independent Contractor** The legal relationship between the parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor an OCSD 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 OCSD's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OCSD's employees.
36. **Limitations upon Subcontracting and Assignment** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OCSD. Any such attempted delegation or assignment shall be void.
37. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OCSD and Contractor.
38. **Non-Liability of OCSD Officers and Employees** No officer or employee of OCSD shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OCSD or for any amount which may become due to Contractor or to its successor, or for breach of any obligation for the terms of this Contract.
39. **Read and Understood** By signing this Contract, Contractor represents that he has read and understood the terms and conditions of the Contract.
40. **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.
41. **Entire Contract** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

42. Notices All notices under this Contract must be in writing. Written notice shall be delivered by personal service 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:

OCSD: Jackie Lagade, Principal Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708

Contractor: [Contact Name]
[Contact Title]
[Company Name]
[Street Address]
[City, State, Zip Code]

Each party shall provide the other party written notice of any change in address as soon as practicable.

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____ By: _____
David John Shawver
Chair, Board of Directors

Dated: _____ By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____ By: _____
Ruth Zintzun
Purchasing & Contracts Manager

[COMPANY]

Dated: _____ By: _____

Print Name and Title of Officer

Exhibit “A”
SCOPE OF WORK

Exhibit A
SCOPE OF WORK
Biosolids Thermal Conversion Facility Service
SSJ# 1212BD

1 BACKGROUND

The Orange County Sanitation District (OCSD) is a wastewater treatment agency that operates and maintains major sewer interceptors and two facilities, Reclamation Plant No. 1, at 10844 Ellis Avenue, Fountain Valley and Treatment Plant No. 2, at 22212 Brookhurst Street, Huntington Beach, California. Solids collected in the primary and secondary settling basins during the liquid phases of the process are pumped to anaerobic digesters for organic waste stabilization and pathogen destruction at elevated temperatures to create biosolids. The solids are dewatered to produce about 550-600 tons per day (tpd) of biosolids that are then beneficially reused via direct farmland application and composting.

OCSD is seeking to further diversify our biosolids management portfolio with an offsite, full-scale biosolids thermal conversion (BTC) facility service contract for an initial tonnage of up to 100 tpd (4 trucks per day) of biosolids. Due to onsite space restrictions, the project shall be offsite, but within a 200-mile radius of OCSD. This project shall also service as a demonstration of per- and polyfluoroalkyl substances (PFAS) destruction, so the BTC shall utilize high-temperature treatment technologies such as but not limited to pyrolysis, gasification, or oxidation.

The services shall include hauling from OCSD Plant No. 1 and/or Plant No. 2 truck loading facilities, thermal conversion of biosolids, and management of all waste and beneficial products. The Contractor shall have a full-scale operational facility or soon-to-be operational facility with design, siting, permitting, and financing complete and construction and commissioning to be complete within one-year of the Notice to Proceed date of this Contract.

The Contractor shall have a well-defined marketing plan to provide a reliable and sustainable beneficial use market for the BTC product(s). The Contractor will be required to comply applicable federal, state, and local regulations as well as OCSD's Internal Standard for its biosolids management system (BMS).

Depending on future regulations, OCSD may increase tonnage to BTC options.

OCSD Board Resolution 13-03 (2013): In 2013, OCSD's Board of Directors adopted a Resolution that reaffirmed their support for the beneficial use of biosolids through the use of diverse management options, including biosolids conversion technologies (biosolids to energy).

2017 Biosolids Master Plan: In May 2017, OCSD published its Biosolids Master Plan (Plan), which provided guidance for management of biosolids over the next decade. The Plan reaffirmed the biosolids management strategies already in place (search [Ten Tenets](http://www.ocsd.com) on www.ocsd.com), including diversification of management options with no more than 50% to any one contractor or end use market, maintaining at least three different biosolids management locations and two different management practices. The Plan also sanctioned up to 10% of OCSD's biosolids tonnage towards emerging markets such as biosolids conversion technologies.

2019 Strategic Plan, Biosolids Management Policy: In November 2019, OCSD completed its latest Strategic Plan update that included a Biosolids Master Policy paper. The paper stated that OCSD will issue a request for information (RFI) "to research and evaluate available emerging market such as biosolids-to-energy options or other biosolids recycling operations within a 200-mile radius of the Sanitation District to potentially develop a scope of work and minimum requirements for a future contract solicitation." RFI responses were received in April 2020, and this contract incorporates criteria as a result of that effort.

2 DEFINITIONS

- 2.1 Biosolids – treated, non-hazardous solids from the wastewater treatment process that contain organic matter, plant nutrients such as nitrogen and phosphorus, and low levels of metals and pathogenic organisms. OCSD’s Biosolids are certified and comply with the 40 Code of Federal Regulations (CFR) Part 503 (Class B). OCSD biosolids are dewatered using centrifuges to about 24% at Plant No. 1 and 28% at Plant No. 2. OCSD biosolids are loaded onto Contractor’s trucks at Plant No. 1 and Plant No. 2 truck loading and scale out facilities and delivered by Contractor to end use facility site for processing. Grit and screenings removed during wastewater treatment process shall not constitute biosolids.
- 2.2 Biosolids Contractor Requirements (BCR) – A periodically updated document that explains OCSD requirements for contractors as well as other resources for Contractors. Contractor shall conform to latest published version of BCR (www.ocsd.com/bcr) as specified in Section 4.
- 2.3 Biosolids Management System (BMS) – OCSD manages our biosolids using an Internal Standard based on ISO14001 and the National Biosolids Partnership standard. See Appendix A for information related to how this system impacts Contractor as well as what specifically what is required.
- 2.4 Biosolids Thermal Conversion (BTC) – shall refer to technologies such as but not limited to pyrolysis, gasification, or oxidation that utilize various high temperatures (at least 400° Celsius), pressures, retention times, and oxygen levels in controlled processes, with appropriate emission controls to create a variety of products including but not limited to biochar, bio-oil, gas to fuel processes, syn-gas, electricity, or ash for cement. BTC shall demonstrate destruction of targeted PFAS constituents as described in Section 3.13.
- 2.5 BTC Product - shall refer to the resulting product(s) as a result of biosolids thermal conversion.
- 2.6 Contractor - shall mean the Contractor, including subcontractor awarded under this contract.
- 2.7 Maintenance Shutdown – A shutdown restricting the processing of biosolids and/or limiting or restricting the throughput of biosolids.
- 2.8 No Guaranteed Minimum Volume: Shall mean no minimum amount of biosolids guaranteed to Contractor.
- 2.9 OCSD – shall mean the Orange County Sanitation District
- 2.10 OCSD Project Manager – shall mean the OCSD employee who is the main point of contact for all issues related to this maintenance Contract.
- 2.11 Ownership of Biosolids: Shall mean once biosolids are loaded into the Contractor’ truck, responsibility, and ownership of the biosolids are deemed to have transferred from OCSD to the Contractor. However, OCSD maintains strict oversight of these biosolids throughout the final use process including coordination on compliance reporting, reporting incidents during transportation, and final product distribution.
- 2.12 TPD - shall mean to wet tons per day where a ton is a measurement by weight of 2000 pounds of dewatered biosolids.

3 DESCRIPTION OF WORK

3.1 General

The Contractor shall agree to accept delivery of, transport, biosolids thermal conversion, and manage OCSD's biosolids at permitted and approved sites in quantities determined and directed by OCSD (up to 100 tpd per Contractor). Each Contractor is responsible for taking all required steps to provide this service, which may include, but is not limited to, profiling, permitting, hauling, managing, biosolids thermal conversion, marketing and selling BTC products, meeting compliance with federal, state and local regulations, recordkeeping, reporting, and conforming to OCSD's BCR (Appendix A).

OCSD's facilities are almost entirely built-out with no available room for onsite facilities or additional equipment. Therefore, proposals shall involve only off-site biosolids BTC management options. In addition, OCSD is not open to proposals that include part ownership, capital investment, or financing assistance scenarios.

OCSD is looking for a BTC management option that is anticipated to be implemented within one year of the contract notice to proceed. In doing so, it is OCSD's responsibility to provide biosolids to the qualified Contractor that meet the following specifications:

- Biosolids cake dryness – 15%-35%
- Biosolids quality – Pollutant levels below Table 1 in 40 CFR Part 503.13.
- OCSD typically meets Class B pathogen reduction requirements as defined in 40 CFR Part 503.32. However, the qualified Contractor shall have the required permits and approval to BTC sub-Class B biosolids at their designated facility.

3.2 Biosolids Qualities

- 3.2.1 Biosolids quality includes cake dryness, nutrient content, concentration of metals and other regulated contaminants.
- 3.2.2 OCSD currently produces approximately 550-600 tpd at a about 24% total solids at Plant No. 1 and 28% total solids at Plant No. 2.
- 3.2.3 OCSD biosolids are below the pollutant levels of Tables 1 and 3 of 40 CFR Part 503.13.
- 3.2.4 More detail on the biosolids quality may be found in the OCSD Biosolids Management Compliance Report, EPA 40 CFR Part 503 Year 2019 published at www.ocsd.com/503 with an excerpt included in Appendix A.
- 3.2.5 The data are for information purposes only and indicate historical quality, not any guarantee of future quality.
- 3.2.6 OCSD intends to continue to provide biosolids that meet the standards set in Tables 1 and 3 of 40 CFR Part 503.13.

3.3 Biosolids Allocation

- 3.3.1 OCSD will select up to two (2) qualified BTC Contractors based on evaluation scoring of proposals.
- 3.3.2 The allocation of biosolids will be up to 100 tpd per Contractor.

- 3.3.3 There is no guaranteed minimum tonnage to Contractor.
- 3.3.4 The allocation of additional biosolids will be at the discretion of OCSD based on the biosolids volume produced at its facilities and operational requirements.

3.4 Cost Adjustments

3.4.1 Fuel Surcharge Adjustment Charge:

- 3.4.1.1 Due to the volatility of diesel fuel prices, OCSD has issued contracts for biosolids management that include fuel surcharges for the purchase of diesel.
- 3.4.1.2 As shown in Appendix B the fuel surcharge is based on a formula provided by OCSD, which requires Contractor to provide a specific "Multiplier". Among other variables, the multiplier typically considers distance and fuel efficiency of vehicles.
- 3.4.1.3 The Multiplier provided is multiplied by the difference in average diesel cost per gallon in the previous month in California minus \$2.636, which is the base diesel fuel price per gallon in CA for December 2020 (U.S. Energy Information Administration).
- 3.4.1.4 Because Consumer Price Index Adjustment (CPI) is also provided by OCSD, and there is an overlap between the two adjustments, OCSD provides 90% of the monthly fuel surcharge calculation (results of calculation are multiplied by 0.9).
- 3.4.1.5 The fuel surcharge Multiplier will be included in the evaluation of overall cost.
- 3.4.1.6 OCSD shall pay a fuel surcharge once per month based on the previous month's average pricing provided by the Department of Energy.
- 3.4.1.7 The fuel surcharge will only apply if the result of the calculation is greater than \$0.25.
- 3.4.1.8 OCSD does not apply negative fuel surcharges.

3.4.2 Consumer Price Index (CPI) Adjustment:

- 3.4.2.1 Because fuel surcharge is already provided for that portion of the CPI adjustment above, and there is an overlap between the two adjustments, OCSD provides 90% of the CPI adjustment calculation (results of 3.4.0.2 are multiplied by 0.9).
- 3.4.2.2 Consumer Price Index Adjustment shall apply in accordance with Contract terms.

3.5 Subcontractor(s)

- 3.5.1 Contractor may subcontract portions of this contract. Subcontractors are subject to all requirement of this Contract. Contractor is responsible for ensuring subcontractor comply with all Contract requirements.
- 3.5.2 Contractor shall provide a written request to OCSD for approval in order to add a Subcontractor to the approved list of substitutes.
- 3.5.3 Contractor shall obtain written approval from OCSD's Project Manager at least 30 days prior to the substitution of an approved Subcontractor.

- 3.5.4 Contractor' Subcontractor shall meet all of OCSD's requirements, responsibility, and accountability measures contained here within.
- 3.5.5 The Contractor is accountable and responsible to ensure that their Subcontractor meet applicable OCSD requirements including but not limited to providing suitable staff, training, equipment, resources to perform the scope of work, required insurance, and conformance with OCSD's BCR (see Appendix A).
- 3.5.6 The cost for Subcontractor(s) shall be included in Contractor's cost.
- 3.6 Hauling, Scheduling, Storage, and Contingencies
- 3.6.1 The Contractor shall be responsible for ensuring drivers and hauling companies comply, as required, with all State of California 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
- 3.6.2 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 the responsibility of the Contractor.
- 3.6.3 In addition to the summary of key requirements contained in this section, the Contractor shall comply with all requirements contained in the BCR (Appendix A) including the submittal and maintenance of a "Biosolids Management Plan" and "Biosolids Hauling Plan" and the submittal of the Training Checklist that ensures the Contractor's dispatcher has trained staff on OCSD requirements (see Section 4 Deliverables and B.3 Work Plan). The Contractor shall periodically (or upon request by OCSD) review, update, and re-submit the Plans with any changes to OCSD.
- 3.6.4 Contractor shall haul biosolids from either of OCSD's two (2) plants to approved sites as directed by OCSD's weekly schedule. OCSD publishes a weekly hauling schedule. Contractor shall conform to this schedule or risk loss of loads.
- 3.6.5 The 2017 OCSD Biosolids Management Plan's [Ten Tenets](#) set a guidance to maintain 20% fail-safe hauling capacity. As much as OCSD tries to keep as steady of a weekly schedule as possible, operationally the process does vary week to week. The Contractor shall maintain at least 20% additional hauling capacity over routinely scheduled loads.
- 3.6.6 Contractor shall bill OCSD based on OCSD's scale-based weight tickets (not weight at Contractor's facility). Contractor shall maintain and record truckload weight tickets.
- 3.6.7 Current loading windows are generally limited to Monday – Friday, but are subject to change based on operational needs and biosolids availability (see Appendix A, Section B1).
- 3.6.8 OCSD will consider Contractor' 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 to 30 minutes, but at peak times can be as much as one (1) hour. Loading times also vary, averaging about 15-30 minutes.

- 3.6.9 Once biosolids are loaded into the Contractor's truck, responsibility and ownership of the biosolids are deemed to have transferred from OCSD to the Contractor. However, OCSD maintains strict oversight of these biosolids throughout the final use process including coordination of reporting incidents during transportation and final product distribution.
- 3.6.10 OCSD has limited storage capacity. Contractor shall provide facilities, hauling, equipment, and any other means necessary to ensure its ability to manage and store biosolids produced by OCSD during inclement weather.

3.7 Loading, Drivers, and Trailers

- 3.7.1 OCSD reserves the right to reject loads (no make-up) or write-up the driver or trailer if any contractual requirements or BCR (Appendix A) are not met. See Section 3.20.
- 3.7.2 The Contractor shall be responsible for all transportation equipment. OCSD 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.
- 3.7.3 Contractor shall provide adequate training to drivers, dispatchers, and other key staff on biosolids characteristics and emergency response procedures including providing simple procedures written in the appropriate language format (such as English and Spanish).
- 3.7.4 Contractor's drivers shall conduct themselves in a professional and courteous manner. OCSD reserves the right to ban drivers from OCSD facilities for any reason.
- 3.7.5 Dispatchers shall relay shutdown, operational, training, and other communications from OCSD 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.
- 3.7.6 Trailers are subject to inspection by OCSD prior to commencement of work. Any exceptions to requirements must be requested in writing and approved by OCSD staff.
- 3.7.7 Contractor shall conform to OCSD Safety Equipment Requirements and Pre-Loading Inspection Requirements (see Appendix A, Section C19).
- 3.7.8 Contractor's drivers shall carry a copy of the OCSD's "Hauling Biosolids" laminated cards (Appendix A). Drivers shall understand and abide by all information contained in it, be familiar with Biosolids, and provide this informational booklet to onsite emergency responders if an incident occurs during transportation, especially to communicate that **Biosolids are non-hazardous**. Laminated cards are available to drivers at OCSD's truck loading facilities.
- 3.7.9 OCSD requires the Contractor's participation in our commitment to being a good neighbor and preventing/ minimizing noise and odors.
 - 3.7.9.1 OCSD requires that Contractor's drivers travel with tarps secured to minimize odors at all times.
 - 3.7.9.2 Contractor is responsible to provide drivers access to facilities necessary to ensure trucks are clean. OCSD will not provide a truck washing facility.
 - 3.7.9.3 No jake-breaking or other noise nuisance between 7pm and 7am.

- 3.7.9.4 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.
- 3.7.10 Trailers shall be capable of receiving biosolids from an overhead hopper loading system (See Appendix A).
- 3.7.11 OCSD's loading facilities are capable of accommodating trailers that are 60 ft. in length, 8 ft. in width, and 10 ft. in height. Truck and trailer height/clearance must be less than 12 ft. Trailers must be able to load and haul a minimum of 20 tons of biosolids.
- 3.7.12 Trailers shall have tall sides (about eight feet high) so as to allow the driver to tarp the truck inside the loading facility, with the doors closed and without having to adjust the load since the biosolids may initially pile high in one area.
- 3.7.13 Trailers shall and be equipped with tarping mechanism that allows the driver to tarp the truck inside the truck loading facility before the odor-control doors are opened. The tarping mechanism must be able to tarp the truck within the loading facilities' maximum clearance height of twelve (12) feet. Drivers will be allowed to exit cab to turn on the tarping mechanism once the Operator signals the all clear after biosolids have completed loaded.
- 3.7.14 Trailers shall be watertight.
- 3.7.15 Trailers shall have baffles or splashguards 18-24 inches on front, which must be completely welded or bolted and sealed.
- 3.7.16 Trailers shall be equipped with manual locking devices as to prevent releases from hydraulic system failures. Examples of such manual locking devices for end dumps and belt trailer would be at least two (2) turnbuckles on bottom, or two (2) on top (one on each side) and one on bottom, or two (2) on each side.
- 3.7.17 Trailers shall be single trailers due to OCSD's unique alignment of loading chutes at Plant No. 1 that makes unsafe to move double trailers back and forth with the odor-control doors closed.
- 3.7.18 Trailers shall be clearly marked with a unique ID. ID shall be visible and distinguishable.
- 3.7.19 Contractor shall conform with OCSD Biosolids Response & Recovery Plan (BRRP) (Appendix A, Section C21). The Contractor shall notify OCSD Control Center (714-593-7025) within 30 minutes of accidents and spills during transportation and email an incident report within 48-hours (see Section 4.5).

3.8 OCSD Scale and Biosolids Tracking Systems

- 3.8.1 **New Driver and New Trailer Approval forms** are required for each driver and trailer in order to register them in OCSD's scale software prior to arrival at OCSD.
- 3.8.1.1 Hauling dispatchers are required to email the form at least 2 business days before the drivers' or trailers' initial visit to OCSD.
- 3.8.1.2 Dispatchers and drivers are certifying that they understand and conform with requirements contained in the Pre-Loading Trailer Inspection Guidelines, Safety Equipment Inspection Guidelines, Biosolids Response and Recovery Procedures, OCSD Hauling Biosolids laminated cards, and BCR.

- 3.8.2 OCSD's Biosolids Tracking System (BTS) is an online application that is used for tracking OCSD's Biosolids loads in order to ensure accurate compliance reporting (see Appendix A, Section C10).
 - 3.8.2.1 The Contractor shall validate bill of lading data for each ticket including the destination and net tons for each load shipped.
 - 3.8.2.2 OCSD will provide the Contractor with access to the online BTS.
 - 3.8.2.3 The BTS initiates when a bill of lading ticket is created in OCSD's truck loading scale house.
 - 3.8.2.4 OCSD staff review and approve the tickets in the BTS as confirmed with field tickets and logs. Contractor shall access and update required fields including approval of weight tickets in the OCSD BTS at least on a bi-weekly basis (see Appendix A, Section C19).
 - 3.8.2.5 Transaction reports can be generated by the BTS in order to ensure accuracy.
 - 3.8.2.6 Invoicing shall reflect data in the BTS. Any incorrect or missing tickets will be identified during the ticket approval process. The Contractor will communicate any discrepancies as soon as possible to OCSD.
 - 3.8.2.7 These requirements transfer to any new or equivalent systems or processes implemented in the future.

3.9 Permits, Compliance, and Records

- 3.9.1 Contractor shall hold and maintain all valid federal, state, and local permits, licenses, and other approved legally required documentation to process biosolids.
- 3.9.2 Contractor shall submit all regulatory documents as part of the Biosolids Management Plan submitted as part of the Section B.3 Work Plan.
- 3.9.3 Renewal of these documents shall be provided to OCSD upon issuance and should be available at the site.
- 3.9.4 The Contractor shall demonstrate compliance with all federal, state, and local regulatory standards (see Section. 4 Deliverables).
- 3.9.5 Contractor shall submit copies of ALL reports submitted by the Contractor to regulators and any other reports required by OCSD in accordance with Section. 4 Deliverables.
- 3.9.6 Contractor shall notify OCSD of any regulatory changes affecting the facility or hauling as soon as possible. The notification shall include how the changes impact the facility, 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 4.4.
- 3.9.7 The Contractor shall report any violations or investigations to the appropriate authority immediately and also to OCSD within 24-hours with a follow-up incident report as referenced in Section 4.5.
- 3.9.8 Contractor shall submit annual biosolids compliance data as requested for OCSD's annual biosolids compliance report and shall conform to reporting formats specified by OCSD, including electronic reporting in January, in order for OCSD to submit timely reports by February 19th deadline. (Appendix A, Section C8-9).
- 3.9.9 See related information in Section 4 Deliverables, Section B.3 Work Plan, and Appendix A.
- 3.9.10 OCSD reserves the right to contact Contractor' regulators.

- 3.9.11 OCSD may require additional supplemental reports, data, or plans as needed.
- 3.9.12 OCSD encourages its biosolids Contractors to build strong relationships with their surrounding community. Contractor shall document and provide to OCSD with a report of all public participation, proactive outreach, and communication efforts as part of monthly report (Section 4 Deliverables). Contractor shall provide advanced notice to OCSD of Contractor's public participation efforts, such as community meetings, as required by Appendix A, Section C8-9. Contractor shall provide OCSD with names and contact information for persons who would benefit from receiving periodic OCSD stakeholder updates.

3.10 Contractor Performance

- 3.10.1 OCSD reserves the right to withhold loads for any reason, including but not limited to:
 - 3.10.1.1 Contractor not meeting any elements of the Scope of Work or Contract requirements.
 - 3.10.1.2 Contractor not adequately addressing neighbor complaints, potential onsite nuisances, or any other concern documented in an inspection.
 - 3.10.1.3 Contractor not conforming to the BCR document (Appendix A). OCSD periodically updates and reissues this document to Contractor.
 - 3.10.1.4 Contractor's Subcontractor(s) not meeting or conforming to any requirements, which are the responsibility of the Contractor to ensure conformance.
 - 3.10.1.5 Contractor is not complying with appropriate marketing and use of the product.
- 3.10.2 Repeated issues with performance can be grounds for termination of the contract.

3.11 Back Charge: Contractor shall reimburse OCSD for any costs, fines, and corrective actions taken due to Contractor' non-performance. This may include costs incurred by OCSD due to failure of the Contractor to accept and remove the agreed upon volume of biosolids from the plants, onsite truck leaks, or due to biosolids releases (spills). OCSD reserves the right to offset any funds paid out on behalf of the Contractor from invoiced amounts payable to the Contractor.

3.12 BTC Facility

- 3.12.1 Product manufacturing should be conducted at a facility that thermally converts biosolids to a product such as direct use of biosolids for production of energy (electricity), for the production and marketing of interim energy products, such as methane, syngas, oil, char or pellet products that can be used for their calorific value or any other beneficial use.
- 3.12.2 For all product manufacturing facilities, the Contractor shall be fully responsible for siting, permitting, design, financing, construction, and operation.
- 3.12.3 The Contractor shall maintain and document compliance with all federal, state, and local regulations and offsets.
- 3.12.4 See Section 4.5.1 for notification requirements including maintenance, process interruptions, and other incidents.
- 3.12.5 The Contractor shall not store unprocessed biosolids from any supplier for more than three (3) days indoors before being processed and not to be stored outdoors.

- 3.12.6 Contractor shall submit and maintain contingency plan(s), addressing, but not limited to (Section B.3 Work Plan):
 - 3.12.6.1 Maintenance shut-downs;
 - 3.12.6.2 Unanticipated process interruptions;
 - 3.12.6.3 Redundancy or other failsafe options for critical equipment;
 - 3.12.6.4 Product market temporary and permanent interruptions and changes;
 - 3.12.6.5 Natural disasters such as floods, fires, earthquakes, and power outages;
and
 - 3.12.6.6 How updates are communicated to OCSD
- 3.12.7 The facility shall not to cause nuisance, including dust, odor and vectors, and visual impact.
- 3.12.8 The facility shall be adequately staffed and maintained. The facility must employ appropriately certified operators for processing tasks as required by law. Operator certificates should be kept at the site and copies provided to OCSD upon request.
- 3.12.9 For processes and products that are a mixture of biosolids from different sources and other additives, the Contractor shall track all biosolids through processing and marketing or beneficial use. If there is a batch of product that does not meet specifications, the Contractor will inform OCSD within 24-hour (see Section 4.5) The follow-up incident report include corrective and preventive actions and improvements to quality control.
- 3.12.10 The Contractor shall develop, maintain and conform to site-specific health and safety plan including training, reporting procedures and regular reviews and updates.
- 3.12.11 The Contractor shall not store unprocessed biosolids from any supplier for more than three days indoors before being processed, and biosolids shall not to be stored outdoors.
- 3.12.12 The Contractor shall appropriately treat and disposed or use all by-products and waste streams.
- 3.12.13 By-products and waste streams shall not to be stockpiled at the Contractor's facility, and OCSD shall be notified if any materials are stockpiled for more than ninety days at any location by the Contractor.
- 3.12.14 The Contractor shall properly manage and document hazardous wastes.
- 3.12.15 OCSD conducts unannounced inspections to ensure Contractor is complying with contractual requirements. Contractor shall cooperate with all periodic inspections and audits by OCSD, or local, state, and federal regulators.
 - 3.12.15.1 Inspections may include questioning and taking pictures onsite.
 - 3.12.15.2 In response to OCSD and regulatory inspection findings, the Contractor shall provide OCSD within 5 business days a written incident report including root cause analysis, detailed corrective and preventive action plans, and pictures when appropriate.
 - 3.12.15.3 The Contractor shall take corrective and preventive actions to address root causes of OCSD findings, especially when issues could result in nuisance complaints or compliance concerns.
 - 3.12.15.4 OCSD is willing to discuss and negotiate findings with Contractor to ensure they are fair and reasonable.

3.12.15.5 The Contractor shall allow access to OCSD staff for inspections and shall not unreasonably restricted access.

3.13 Thermal Processing

- 3.13.1 Thermal conversion must take place at a temperature higher than 400°C with appropriate retention time and corresponding process and emission controls in order to destroy target constituents of concern such as PFAS.
- 3.13.2 In July 2020, the California State Water Resources Control Board (SWRCB) issued [Order WQ 2020-0015-DWQ](#) that included a list of PFAS-related compounds as Attachment 3, Table 1, PFAS Analytes Subject to Analysis and their Respective Reporting Limits. Using this list of PFAS-related compounds, the Contractor shall demonstrate >98% destruction of targeted PFAS compounds. Note this list is subject to change by SWRCB.
- 3.13.3 Demonstration of destruction shall be documented with at least four (4) quarters of sampling consecutively meeting destruction criteria while also documenting the process parameters required to meet the destruction criteria. These process parameters then become an ongoing operational requirement.
- 3.13.4 OCSD may waive requirements to run the Contractor's BTC process for targeted constituent destruction at the request of the Contractor after the Contractor has met all criteria for demonstration of destruction above, depending on regulatory outlook, and other relevant considerations.

3.14 Biosolids Marketing

- 3.14.1 It is the responsibility of the Contractor to develop, maintain and implement a beneficial use or marketing plan for the BTC product.
- 3.14.2 The Contractor shall ensure that the product from the BTC process has suitable and sustainable market(s).
- 3.14.3 As described in Section B.3. Work Plan requirements, the Contractor shall submit a marketing plan that includes which markets the Contractor intends to use, what arrangements or negotiations or other progress has been made to date with these markets.
- 3.14.4 Should it appear to OCSD that the Contractor is not complying with appropriate marketing and use of the product, OCSD may take corrective steps, such as reducing the tonnage sent to the facility (see Contractor Performance section).
- 3.14.5 The Contractor shall maintain reliable market outlets for 100 percent or more of the product volume. Product material shall not be stored at the processing facility for more than 90-days. The Contractor must also have in place failsafe backup options equivalent to the entire volume sent to any one market outlet.
- 3.14.6 The Contractor shall report changes to the market outlets or other market related information submitted in the marketing plan with the monthly report as detailed in Section 4 Deliverables.

3.15 Conformance with OCSD's Biosolids BMS

- 3.15.1 OCSD's biosolids management system includes requirements for the Contractor, most of which are incorporated into this Scope of Work and Appendix A. Additional requirements include, but are not limited to participation in audits and corrective and preventive actions, management inspections, review meetings, and potential additional reporting requirements.
- 3.15.2 Changes in requirements are included in updated BCRs that are posted to www.ocsd.com/bcr.

3.16 Coordination

Contractor shall participate in OCSD-required conference calls or Teams meetings to review performance, issues, upcoming projects, and generally ensure effective communications coordination between OCSD and Contractor at no cost to OCSD. (Appendix A, Section C9).

4 DELIVERABLES

- 4.1 The Contractor shall provide biosolids management service that requires removal or acceptance of delivery, and the transportation of biosolids from OCSD's Reclamation Plant No. 1 or Treatment Plant No.2 or both, for quantities as determined and directed by OCSD as described above.
- 4.2 The Contractor shall submit a Biosolids Hauling Plan and Biosolids Management Plan as part of the submittal package to demonstrate conformance with Appendix A and Section B.3 Work Plan.
- 4.3 The Contractor shall submit the following information to the OCSD Project Manager at **least 30-days prior to proceeding with the work under this Contract:**
 - 4.3.1 The Contractor shall submit the Training Checklist for hauling that ensures the Contractor's dispatcher has trained staff on OCSD requirements at least 30-days prior to the commencement of work.
 - 4.3.2 Names and emails for staff that will need access to OCSD's Biosolids Tracking System.
 - 4.3.3 A list of driver names and trailer numbers that will be used to haul the material.
 - 4.3.4 OCSD New Driver and New Trailer Approval forms completed and submitted by the hauling dispatcher (Appendix A).
- 4.4 BCR Updates: The Contractor shall meet requirements for reporting in the current version of the BCR (Appendix A), which is updated periodically. Updated versions and requirements are posted to www.ocsd.com/bcr and Contractors are notified when updated version are made available. The Contractor shall download and conform to future updates.
- 4.5 Monthly Reports: The Contractor shall meet reporting requirements in the BCR. The Contractor shall email monthly report by the 15th of each month to the OCSD Project Manager for the previous month's activities. The monthly report shall include:
 - 4.5.1 Statement affirming that the facility was in compliance with all regulations and requirements and explaining any exceptions with relevant back-up included.
 - 4.5.2 Copies of all letters and reports submitted to regulatory agencies.
 - 4.5.3 Copies of all regulatory inspection reports.
 - 4.5.4 Copies of renewed or updated permits or regulatory requirements originally submitted as part of the Biosolids Management Plan (see Section B. 3 Work Plan).
 - 4.5.5 Changes to the Biosolids Management Plan that was submitted as part of the original Section B.3 Work Plan or later revisions thereof.
 - 4.5.6 Updated driver list (quarterly).
 - 4.5.7 Copies of all related product testing results from certified labs.

- 4.5.8 Distribution to markets (volumes to each market and the county the market is in).
 - 4.5.9 Volumes of any material stored onsite or within the system including how much final BTC product is stored onsite.
 - 4.5.10 Contractor shall document and provide to OCSD with a report of all public participation, proactive outreach, and communication.
- 4.6 Contractor Notifications and Incident Reports to OCSD
- 4.6.1 In conformance with the requirements set forth above, the Contractor shall notify OCSD of the following and provide a corresponding incident report within 48-hours.
 - 4.6.1.1 Within 30 minutes of any traffic incident or biosolids released during transportation, Contractor shall notify OCSD's 24-hour Control Center (714-593-7025).
 - 4.6.1.2 Within 24 hours of any:
 - 4.6.1.2.1 Incident of non-compliance including notices of violation
 - 4.6.1.2.2 Complaint received
 - 4.6.1.2.3 Public or media questions received
 - 4.6.1.2.4 Regulatory inspection
 - 4.6.1.2.5 Verbal notification from regulator that an Area of Concern, Violation, or other notice of regulatory non-compliance may be received in the future
 - 4.6.1.2.6 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 OCSD copy of regulatory document with notification)
 - 4.6.1.2.7 Discovery of a regulatory non-compliance for which the Contractor will be notifying the regulatory agency
 - 4.6.1.2.8 Accidents or health and safety incidents related to biosolids hauling, processing or marketing/reuse
 - 4.6.1.2.9 Product batches that do not meet specifications
 - 4.6.1.2.10 Regulatory-defined "Special Occurrences" on-site
 - 4.6.1.2.11 Regulatory inspection report received
 - 4.6.1.2.12 Critical equipment breakdowns and corrective and preventive actions
 - 4.6.1.2.13 Significant changes (including temporary and interim changes) to processes, input, outputs, and markets.
 - 4.6.1.3 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.

- 4.6.1.4 The Contractor shall notify OCSD of maintenance shutdowns by Wednesday of the preceding week in order for OCSD to properly schedule loads for the week of the shutdown.
 - 4.6.1.5 In the event of any process interruption after biosolids are received at BTC facility, Contractor shall notify OCSD as soon as possible, but within 24 hours. OCSD will likely discontinue loads until the process is restored.
 - 4.6.1.6 By-products and waste streams are not to be stockpiled at the Contractor's facility and OCSD to be notified if any materials are stockpiled for more than ninety days at any location by the Contractor.
 - 4.6.1.7 In response to OCSD inspection findings, the Contractor shall provide OCSD within 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 OCSD findings, especially when issues could result in nuisance complaints or compliance concerns.
- 4.7 Invoices: The Contractor shall generate a separate invoice for each plant. After the end of each month, the Contractor shall submit the following documentation for each of the previous month's loads hauled from OCSD as back-up for the electronic invoice. Monthly billing invoices shall match tonnages contained in the BTS, unless an alternative method is approved by OCSD. The invoices shall be emailed to the OCSD Project Manager and OCSD Accounts Payable (APStaff@ocsd.com).
- 4.7.1 Date
 - 4.7.2 Trailer identification number
 - 4.7.3 OCSD weight ticket number
 - 4.7.4 Wet tons contained in each trailer
 - 4.7.5 Total daily tons received at Contractor's facility from OCSD
 - 4.7.6 Total monthly tons received at Contractor's facility from OCSD
- 4.8 OCSD reserves the right to withhold payment if incomplete or incorrect information is provided with invoices or monthly reports.

5 SAFETY AND HAZARDOUS MATERIALS

Safety is the top priority at OCSD therefore Contractor and any subcontractor shall follow all State and Federal safety standards. Failure to do so could result in removal and permanent suspension from OCSD property.

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

The Contractor shall develop and maintain a Site-Specific Safety Program for the worksite, in accordance with OCSD 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)

- A description of the work to be performed, highlighting the hazard analysis for each general site condition(s) and specific work task(s)
- Identification of the Contractor 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
- SDS 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 OCSD for review no later than fifteen (15) days after Notice to Proceed and prior to commencement of Work on the Project.

- 5.1 **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.**
- 5.2 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.
- 5.3 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 ten (10) feet beyond all existing gas handling equipment.
- 5.4 Contractor shall securely block access to all digesters during the cleaning project to prevent unauthorized entry and minimize risk.
- 5.5 Contractor shall take all necessary safety precautions and shall furnish and install all equipment, labor, materials, appurtenances, gas detectors, explosion proof ventilation equipment, and all services required to meet all safety requirements for work in areas as designated above, at no additional cost to OCSD.
- 5.6 Contractor is cautioned that the tunnels with digester gas piping are Class 1, Division 2 areas.
- 5.7 All Contractor employees shall wear hard hats, safety vests, safety toed shoes, safety glasses and appropriate protective equipment while on OCSD plant sites.
- 5.8 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.
- 5.9 Contractor is responsible for every aspect of health and safety on the worksite, including the health and safety of subcontractor, suppliers, and other persons on the worksite.

5.10 Contractor shall notify OCSD Project manager of near misses, or injuries within 24 hours. Contractor shall transmit to the OCSD Project Manager written investigations of accidents and injuries encountered during cleaning within 5 business days.

6 **Staff Assistance** – Contractor will be provided with the name and contact information of the Project Coordinator at the start of the contract. Upon award of contract, questions regarding the scope of work, scheduling, etc. for this project should be addressed to the Project Coordinator. Also, upon award of contract, please refer all contractual matters, aside from those of a technical nature, to the buyer as referenced in the Bid documents.