

**SERVICE CONTRACT
Digester Cleaning Services
Specification No. S-2020-1165BD**

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 American Process Group Inc. with a principal place of business at 1201 Pacific Avenue, #600, Tacoma, WA 98402 (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OCSD desires to temporarily retain the services of Contractor for Digester Cleaning Services, "Services"; and

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

WHEREAS, on September 23, 2020, 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 and

Cost Proposal Form – Best and Final Offer Dated August 12, 2020

Exhibit "C" Acknowledgement of Insurance Requirements

Exhibit "D" OCSD Safety Standards and

Safety SOP-102 Personal Protective Equipment (PPE)

Safety SOP-604 Confined Space

Safety SOP-605 Control of Hazardous Energy (LOTO)

Safety SOP-626 Fall Protection

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 Four Million, Six Hundred Thirty-six Thousand, Six Hundred Seventy-four Dollars (\$4,636,674.00) per Contract year, for a total amount not to exceed Twenty-three Million, One Hundred Eighty-three Thousand, Three Hundred Seventy Dollars (\$23,183,370.00) for the Contract Term.
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 for Services completed as described

in Exhibit "A". Unit prices shall not exceed those stated in Exhibit "B". 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 S-2020-1165BD 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 be for the period of five (5) years, commencing on November 1, 2020 and continuing through October 31, 2025.
9. **Renewals**
- 9.1 OCSD may exercise the option to renew this Contract for up to four (4) 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 Acknowledgement of Insurance Requirements (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 Safety Standards and Human Resources (HR) Policies** OCSD requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as OCSD Safety Standards while working at OCSD locations. If during the course of the Contract it is discovered that OCSD 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 Safety Standards attached hereto in Exhibit "D", including Safety SOP-102 Personal Protective

Equipment (PPE), Safety SOP-604 Confined Space, Safety SOP-605 Control of Hazardous Energy (LOTO), Safety SOP-626 Fall Protection, 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, 2) it has reviewed the digesters' cleaning history provided by OCSD and 3) 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 – Not Used.

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: John Prince, President
American Process Group Inc.
1201 Pacific Avenue, #600
Tacoma, WA 98402

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

AMERICAN PROCESS GROUP INC.

Dated: _____

By: _____

Print Name and Title of Officer

IRS Employer's I.D. Number

Exhibit “A”

SCOPE OF WORK

Digester Cleaning Services

Exhibit A
SCOPE OF WORK
Digester Cleaning Services
SPECIFICATION NO. S-2020-1165BD

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. There are twelve (12) digesters at Plant 1 and eighteen (18) digesters at Plant 2. Of these, about five digesters are used as holding digesters. These holding digesters serve as feed tanks to sludge dewatering operations. These digesters receive only the overflows from the working digesters.

Anaerobic digestion of the solids results in the production of digester gas containing methane and carbon dioxide (65%:35%). Thus, digester gas is compressed and distributed to the Central Power Generation System (CGS) at each treatment plant as a fuel for energy generation. The non-gaseous product of digestion is treated solids. The solids are dewatered using centrifuges and beneficially reused.

At Plant 1, solids from the primary and the secondary sludge is thickened in centrifuges prior to feeding to digesters. **By virtue of the sludge in Plant 1 digesters being conditioned with cationic polymer as part of the solids thickening process, the sludge is more viscous with poorer dewaterability characteristics (referred to as gelatinous liquid in cost matrix). As a result, the throughput of the material from Plant 1 holding and working digesters to the dewatering equipment may have to be reduced and the resultant dewatered solids may have a much lower solids content.**

OCSD intends to clean its in-service holding digesters on an annual basis and its in-service working digesters once every five to six years. To meet this objective, three to five holding digesters and between two to six working digesters are expected to require cleaning annually. In addition to maintaining the periodic cleaning cycle, Operation and Maintenance needs could also potentially trigger digester cleaning needs. OCSD's cleaning schedules are subject to last-minute changes based on operational needs. Whenever possible, OCSD will provide digesters back-to-back, but that is not always possible, so stand by or Demobilization charges may be incurred between digesters. For the digesters requiring cleaning, **OCSD does not guarantee, 1) the number or the type of digesters that will be cleaned annually, and 2) the sludge (gallage) and solids content.**

Project History: All digesters at both plants have been cleaned recently (within the past six years). Table 1 below shows data from recent digester cleaning operations. It provides quantity of material removed and the time the digesters were in active service before that cleaning. **OCSD cannot guarantee a minimum number of dry tons per digester.**

Table 1. Dry solids contents of recently cleaned digesters

Digester ID	Time since previous cleaning (years)	Dry tons material removed
P1-7	4.7	521
P2-C	2.6	189
P2-L	15.7	1164
P1-8	5.0	350

Table 1. cont.

P1-6	N/A	775
P2-R	8.0	857
P2-T	13.3	667
P2-P	17.1	1842
P2-N	10.5	643
P1-5	N/A	357
Digester ID	Time since last cleaning (years)	Dry tons material removed
P2-F	11.9	847
P2-S	11.0	1329
P2-G	12.1	739
P2-K	N/A	350
P2-I	N/A	398
P2-O	7.3	205

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.
- 2.2 **Contractor** - shall mean the Contractor, including subcontractors awarded under this Digester Cleaning Contract.
- 2.3 **Digester Contents** – shall mean anything remaining in the digester when it is given to the Contractor for cleaning, including but not limited to; Biosolids, rags, grit, plastics, liquids, chemicals introduced during the treatment process and other materials that shall be removed by the Contractor under this scope of work. This also includes pieces of liner and steel cables that have separated from the digester structure. The Digester Contents may need to be separated by waste stream by the Contractor.
- 2.4 **OCSD** – shall mean the Orange County Sanitation District
- 2.5 **OCSD Project Manager** – shall mean the OCSD employee who is the main point of contact for all issues related to this maintenance Contract.
- 2.6 **Initial Mobilization** - shall mean when the Contractor, at the direction of the OCSD Project Manager has moved their equipment onto either OCSD treatment plant site for the first time, or the OCSD Project Manager authorizes and directs the Contractor to clean another digester(s) after Contractor has demobilized their equipment and moved it off of both OCSD treatment plants at the direction of the OCSD Project Manager.
- 2.7 **Demobilization** - shall mean when the Contractor, at the direction of the OCSD Project Manager, disassembles and has removed their equipment from both OCSD treatment plant sites after having cleaned digesters and returned the worksite(s) to pre-existing conditions to the satisfaction of the OCSD Project Manager.
- 2.8 **Temporary Stand By** – Direction and approval for utilizing standby must be provided in writing (e-mail is acceptable) by the Project Manager to the Contractor with an effective starting and estimated end date. Changes to this direction must also be made in writing. If

the Contractor has concerns or disputes during the cleaning of a digester and ceases work without OCSD direction and approval for temporary standby, OCSD will not pay stand by charges.

Upon completion of the cleaning of a digester, if budgeting permits and OCSD intends to continue to the next available digester, if there is no digester immediately available, OCSD may require the Contractor to be on stand by and readily available upon notification to return to OCSD to start the cleaning process for the next digester. During the standby time, the Contractor shall keep all equipment on-site (at the completed digester) until notified. If the situation changes and OCSD becomes aware that the next digester won't be available soon, the Contractor and OCSD Project Manager shall mutually agree that Contractor demobilize. OCSD reserves the right to extend the standby time if it is acceptable by the Contractor. OCSD pays standby rates for each working day, not for weekends nor OCSD holidays (see OCSD website).

2.9 **Digester to Digester Mobilization within the Same Treatment Plant** - shall mean when the Contractor has completed cleaning of a digester to the satisfaction of the OCSD Project Manager and then is directed by the OCSD Project Manager to successively clean another digester within the same treatment plant, requiring the Contractor to disassemble equipment from the current digester and move and reassemble the equipment at the newly assigned digester, including hoses.

2.9.1 ***This shall not be paid for successive cleaning of digesters within close proximity where only hoses (not equipment) need to be disconnected and reconnected to the newly assigned digester.***

2.10 **Plant to Plant Mobilization** - shall mean when the Contractor, at the direction of the OCSD Project Manager, disassembles and moves their equipment from one treatment plant and reassembles their equipment at another treatment plant in preparation for successively cleaning another digester.

2.11 ***OCSD SHALL, AT ITS SOLE DISCRETION HAVE THE FINAL DECISION REGARDING MOBILIZATION/DEMobilIZATION.***

3 DESCRIPTION OF WORK

3.1 Contractor is to furnish all the necessary labor, materials, and equipment, to clean and recycle/dispose of Digester Contents from the digester(s). **OCSD reserves the right to choose the location and number of digesters to be cleaned and to change the specific digesters and order in which they are to be cleaned.**

3.2 General Work Hours

3.2.1 Work shall be performed Monday through Friday between 7:00 a.m. and 4:00 p.m. No air compressors, diesel engines or temporary generators shall be permitted to operate between the hours of 5:00 p.m. and 7:00 a.m.

3.2.2 Contractor shall not be allowed to work on OCSD observed Holidays.

3.3 Supervision

3.3.1 While conducting cleaning operations, the Contractor shall always have a supervisor on site. This person shall have the authority to make management

decisions pertaining to this Contract. This Supervisor shall be equipped with a cell phone and the number shall be provided to the OCSD Project Manager.

- 3.3.2 Contractor shall provide an off-site emergency telephone number in case of emergencies. The Supervisor shall be able to communicate in English, both verbally and in writing.
- 3.3.3 All Forepersons shall have completed the OSHA 10-Hour Construction Training prior to starting the work. All Superintendents, Supervisors, Safety Representatives and above shall complete the OSHA 30-Hour Construction Training prior to starting work.
- 3.3.4 **NOTE: Contractor employees, including subcontractors shall not live on the OCSD project site during the performance of this work.** In addition to the requirements herein, the Contractor shall also maintain the cleanliness/housekeeping of the worksite and surrounding premises so as to comply with federal, state, local fire and safety laws, and South Coast Air Quality Management District (SCAQMD) Odor and Nuisance requirements (SCAQMD Rules 401, 402, 403), ordinances, codes and regulations.

3.4 Contractor Responsibility

- 3.4.1 The Contractor shall be responsible for payment of all fees, fines or other assessments or penalties levied upon OCSD by any and all local, state or federal agencies or jurisdictions, including but not limited to the South Coast Air Quality Management District resulting from odor/nuisance complaints and any other nuisances determined to be the responsibility of the Contractor, the Contractor's subcontractors, and/or the Contractor's or subcontractor's equipment and/or processes. All such fees, fines or other assessments or penalties shall be forwarded by OCSD to the Contractor, and Contractor shall pay such fees, fines or assessments or penalties within fifteen (15) calendar days of receipt from OCSD.
- 3.4.2 The Contractor shall be responsible for all costs associated with:
 - any overloaded truck and trailer combination
 - any breakdown of Contractor's equipment
 - Digester Contents releases, including Biosolids
- 3.4.3 The Contractor shall be responsible for all damage that they or their subcontractors cause to OCSD property. The Contractor shall exercise caution when placing equipment on OCSD property, including the digester dome structure, so that no damage occurs.

3.5 Coordination

- 3.5.1 The Contractor shall attend all work coordination meetings at no cost to OCSD.
- 3.5.2 All required road crossings for temporary piping shall be constructed to maintain flow of plant traffic. The Contractor shall coordinate the work of this Contract with the work of other contractors on the project site.
- 3.5.3 Coordination activities include, but are not limited to, the scheduling of work at interface locations to permit adjacent or connecting work by other contractors,

providing necessary shop drawing information to other contractors, and working with other contractors to conduct functional testing of systems and startup of the facility when necessary.

- 3.5.4 Contractor shall limit the work area to minimize conflict with treatment plant operation and with other contractors working at OCSD. All equipment and piping shall be installed in an approved manner and route without interference to plant operation and traffic.
- 3.5.5 Operational conditions permitting, OCSD will pump out liquid sludge to the maximum extent feasible. The depth of grit, scum, grease, and debris material remaining in the Digester tanks will vary. The residual material remaining in the digester is dependent on the number of years since the anaerobic digester or digested sludge holding tank was last cleaned. The top level of the debris layer will be measured from the tank floor at the sidewall of the tank to the top of the mass. When more than one measurement location is available, the residual material height will be averaged.
- 3.5.6 Contractor shall commence cleaning the digesters immediately upon the completion of the initial Digester measurement. Once the Contractor begins the digester cleaning, the Contractor shall continue to work until the work is complete.
- 3.5.7 Contractor shall acknowledge that OCSD Maintenance Staff may work on digester piping, valves, and other digester appurtenances while the digester is out of service for cleaning.
- 3.5.8 The Contractor shall coordinate activities with the OCSD Project Manager in order to minimize disruption of the cleaning activities.

3.6 Project / Work Elements

- 3.6.1 The location of the work is at Reclamation Plant No. 1, at 10844 Ellis Avenue, Fountain Valley and Treatment Plant No. 2, at 22212 Brookhurst Street, Huntington Beach, California. Contractor shall provide all labor, materials, chemicals, supplies, equipment, permits, certificates and/or registrations, transportation, and other incidentals required for the removal, mechanical dewatering, transportation, and recycling/disposal of all Digester Contents present in the digesters being cleaned; and high pressure water cleaning of the interior digester walls, floor, and piping.
- 3.6.2 The material in each digester contains organic and inorganic solids, grit, grease, scum, hair, plastics, rags, silt, sand, scum and other material normally found in digesters in a municipal wastewater treatment plant. Optimum operating pH is near neutral but may have varied at times from 4 to 11.
- 3.6.3 Iron salt, - ferric chloride is added to digesters on an as needed basis for controlling sulfide levels in digester gas and is also present in the primary sludge feed to the digesters. The added iron is likely the factor contributing to the formation of a one-half to one-inch thick layer of vivianite coating typically found on the walls of these digesters. This vivianite layer tends to collapse during the cleaning process and poses both a safety risk and potential risk to damaging pumps and dewatering equipment.

- 3.6.4 The Contractor may encounter thick hair mats and heavy concentrations of grit inside the digesters.
- 3.6.5 **CONTRACTOR SHALL ASSUME ALL RISKS AND RESPONSIBILITIES ASSOCIATED WITH THE REMOVAL, DEWATERING, AND RECYCLING/DISPOSAL OF ALL DIGESTER CONTENTS WITHIN THE DIGESTERS TO BE CLEANED, REGARDLESS OF MATERIAL TYPE, NATURE, DENSITY, COARSENESS, PERCENT SOLIDS, AND QUANTITY. OCSD MAKES NO GUARANTEE AS TO THE QUANTITY OR TYPE OF DIGESTER CONTENTS IN THE DIGESTERS.**
- 3.6.6 Until the digesters are thoroughly cleaned and ventilated by the Contractor, there may be gas present. This gas may be combustible, composed principally of methane, which is explosive with the proper mixture of air, or may include the presence of high concentration of hydrogen sulfide. The Contractor shall provide adequate ventilation at all times and comply with all federal and state regulations regarding working in a Confined Space, and for work in Class 1, Division 1, Group D Hazardous Areas.

3.7 **OCSD Damaged Equipment/Structures**

- 3.7.1 Contractor shall immediately notify the OCSD Project Manager if any damaged or corroded structure of equipment is encountered in or on the digester.

3.8 **Digester Specifications**

- 3.8.1 OCSD may opt to clean digesters that have been recently cleaned for various reasons. **OCSD CANNOT GUARANTEE A MINIMUM/MAXIMUM VOLUME OF GALLONS OR DRY TONS IN A DIGESTER.** See Table 1 Digester Cleaning Volumes and History for digesters. **OCSD reserves the right to change the specific digesters to be cleaned and to reduce or increase the number of digesters to be cleaned.**

3.9 **Cleaning Requirements**

- 3.9.1 The Contractor shall be required to provide any and all ventilation fans.
- 3.9.2 If odor control is determined to be required by OCSD, OCSD shall provide carbon canisters for the Contractor to discharge ventilation air through.
- 3.9.3 Prior to the Contractor starting work in each digester, the Contractor, the OCSD Project Manager, a representative from Risk Management, Plant Operations, and Compliance or their designee(s), shall meet to review the Contract specifications, specific hazards and safety information, as well as to verify that all digester valves, pumps, etc., have been properly locked and tagged out so as to prevent leakage of Digester Contents back into the digester. OCSD shall be responsible for isolating all gas and sludge lines to and from the digesters. OCSD shall be responsible for opening the existing dome manhole covers.
- 3.9.4 The cleaning process includes removing all Digester Contents found in the digesters. These Digester Contents could be located any place in the digesters such as the cone, walls, entwined in the draft tube and associated supports and piping or wrapped around any piping.

- 3.9.5 OCSD is expected to typically handover digester for cleaning with a starting digester sludge level of about one-third of its normal working level. However, there may be operational constraints that may require OCSD to hand a digester to the Contractor for cleaning, with a sludge level greater than one-third of its normal working level.
- 3.9.6 For digesters which are transferred to the Contractor for cleaning which have sludge at a level greater than one-third of that digester's normal working height, excess sludge will be defined as the difference in the digester volume between those two heights.
- 3.9.7 The Contractor shall assume that the material in the digesters contains pathogens, therefore the Contractor shall wear appropriate personal protective equipment including but not limited to, safety glasses, gloves and protective clothing.
- 3.9.8 Contractor shall be responsible for removing the side doors if it needs access to the inside of the digesters but not without obtaining prior approval from the OCSD Project Manager. Contractor shall assume full responsibility for any material that comes out of door openings during and after door removal.
- 3.9.9 The Contractor is required to flush the digester cleaning transfer (filtrate) line completely at the end of each day to prevent clogging (if applicable).
- 3.9.10 Contractor shall hose down the interior walls, ceiling, and floor.
- 3.9.11 Contractor shall coordinate with OCSD Project Manager in cleaning/flushing the bottom sludge lines at each cleaned digester. The Contractor is advised that this work shall occur after the Contractor has completed the cleaning of each digester, and may be asked to assist in removing any materials added to the digester during this process. The estimate of gallons added during the cleaning/flushing of the bottom sludge lines during the last cleaning project was 500 gallons per digester.
- 3.9.12 At the end of each workday, the Contractor shall affix a barrier on the digester entry manways and doors to prevent access and potential accidents. Such barrier shall prevent or minimize odors escaping from the digester.
- 3.9.13 The Contractor shall return the work site to its original condition, which shall include removing all Contractor supplied piping and equipment from the work site upon completion of the work.

3.10 **Dewatering**

- 3.10.1 The Contractor shall furnish all the necessary labor, materials and equipment to slurry the Digester Contents and then pump them (including the slurry water that the Contractor introduces) from the digester to the Contractor's mobile dewatering system.
- 3.10.2 Contractor shall furnish, install, and operate a complete mobile dewatering system, which may include: trailer-mounted belt filter press(es) or centrifuge(s), conveyors, sludge feed pumps, piping systems, polymer mixing and holding tanks, filtrate and service water piping systems, break tanks, power cables, lighting, control systems and all accessories and tools for a complete operational system.

- 3.10.3 Contractor shall use dewatering equipment suitable for municipal sludge use.
- 3.10.4 Contractor shall use a buffer tank(s) or system prior to dewatering equipment to reduce the impacts of slug loading of recycle flows to OCSD's plant process and to ensure that discharge of suspended solids to OCSD's process is minimized.
- 3.10.5 The location (discharge) point of Contractor's filtrate shall be designated and approved by the OCSD Project Manager prior to the Contractor beginning cleaning operations.
- 3.10.6 Contractor shall not make any connection to OCSD piping prior to approval from the OCSD Project Manager.
- 3.10.7 The total rate at which the Contractor returns filtrate to the OCSD Plant process from the digester cleaning dewatering system or any combinations of dewatering systems, shall not exceed 500 gpm.
- 3.10.8 Contractor shall provide reasonable measurement of the flow discharged to OCSD's plant liquid stream by furnishing and installing a flowmeter which shall provide instantaneous and total flow metering. The method of flow measurement shall be accurate to within plus or minus one percent to ten percent (1% to 10%) of the actual flow. OCSD may check accuracy periodically. The measurement flowmeter device shall be modified or replaced by Contractor if accuracy is found to be out of prescribed range. Plant personnel shall be allowed access to the flow meter for observation/determination of accuracy of meter and precision of calibration unit.
- 3.10.9 Contractor shall furnish and install sampling valves on the slurry supply line and filtrate return line, in readily accessible locations, in order that the OCSD Project Manager and/or OCSD personnel may draw samples for analysis.
- 3.10.10 OCSD reserves the right to install a composite sampler on the filtrate line.
- 3.10.11 Contractor shall provide the necessary, approved equipment at the job site in order to test the discharge from the dewatering operations.
- 3.10.12 The dewatering system shall produce a cake greater than 20% total solids of the Digester Contents within a reasonable time as common to industry standards. Dewatering system shall operate continuously after start-up, with few interruptions and re-starts that cause excessive solids in the filtrate.
- 3.10.13 OCSD reserves the right to randomly sample and analyze the discharge (Digester Contents) and the cake for percent solids and other constituents for regulatory compliance monitoring purposes. The cake produced by the dewatering process shall be greater than 20% solids. See related information in Sampling Requirements section below.
- 3.10.14 The Contractor shall maintain a log of the operational times for the dewatering process (daily start-up, shut-down, and start and end time for any shutdowns during the day).
- 3.10.15 The dewatering operations discharge shall not exceed the following limits:
- Flow Rate: 500 gpm
 - Total Suspended Solids (TSS): 1000 mg/l

- The Contractor(s) shall not use dilution water in an attempt to meet these requirements.
 - **OCSD reserves the right to monitor and test, by any means necessary and at any time, to verify that the limits mentioned above are not exceeded. Should it be found that any of these limits are exceeded, the Contractor shall cease operations and take the necessary steps to reduce the loadings. No standby rate shall be paid to the Contractor for duration of shutdown under these conditions.**
- 3.10.16 In addition, OCSD reserves the right to stop the Contractor's filtrate discharge to OCSD's process drain if OCSD determines that the Contractor's discharge is negatively impacting OCSD's treatment processes. An example of this is excessive polymer remaining in the Contractor's filtrate. Excessive polymer can negatively impact OCSD's treatment processes. **CONTRACTOR SHALL NOT BE COMPENSATED FOR THIS SHUT DOWN.**
- 3.10.17 Pumping and transporting of liquids from dewatering to OCSD-approved point for discharge is the sole responsibility of the Contractor.
- 3.10.18 Upon completion of the work, the Contractor shall restore the work area to the satisfaction of the OCSD Project Manager.
- 3.10.19 Contractor shall clean up and wash down work area (equipment staging area) tarps and pavement.
- 3.11 **Sampling Requirements** - OCSD's Laboratory is a nationally-accredited environmental laboratory. The Laboratory will perform the percent total solids analysis that will be the basis for the dry-tonnage invoicing. OCSD's Laboratory will provide a weekly sampling kit with sampling jars, labels, and chains of custody.
- 3.11.1 The Contractor shall collect a grab sample of the dewatered solids at least once per hour throughout the operations of the dewatering process (after initial start-up). The samples shall be kept on ice in a cooler onsite, mixed (made homogeneous), and a representative daily composite sample will be created to submit to the OCSD Laboratory on a daily basis. The grab sample collected shall be representative of the solids being loaded into the truck for hauling. The Contractor shall document the sampling date, time, trailer number, and other necessary data on an OCSD-provided laboratory chain of custody. OCSD's Laboratory will instruct the Contractor how to handle, store, and submit the samples to meet method requirements and ensure an accurate result. The Contractor may run their own duplicate samples, **however final billing will be based on OCSD's official laboratory results.** If the Contractor chooses to run parallel analyses, the Contractor is responsible for laboratory analysis costs for samples run by their certified laboratory. However, these results cannot be used for billing purposes.
- 3.11.2 The Contractor shall maintain a log of the loaded trailers. The log shall include the load number, date, trailer number, OCSD loading ticket number, OCSD loading ticket tonnage, load destination, and field-tested percent total solids (optional). This information in the log, along with the OCSD Laboratory chain of custody, are critical to ensuring field data can be later matched with the Laboratory results for percent total solids for accurate billing, so precision and attention to detail is key. The log shall be available upon request of OCSD staff in order to make copies.

- 3.11.3 OCSD staff will enter the Laboratory's total solids results into the OCSD Biosolids Tracking System (BTS). These results will be available to the Contractor via the BTS typically within 30 days of the sample date. The Contractor can then download from the BTS a spreadsheet report of each OCSD ticket, tonnage, and associated percent total solids results. Typically, this billing process is done after the digester cleaning is completed (billed by digester).
- 3.11.4 OCSD reserves the right to change this sampling plan, frequency, or methodology as long as there is no net cost impact to the Contractor.
- 3.12 **OCSD's Biosolids Tracking System** - OCSD has an online Biosolids Tracking System (BTS) that is used for tracking OCSD's Biosolids loads in order to ensure accurate compliance reporting. Because digester cleanings are considered Biosolids for regulatory tracking and compliance purposes, this system is being used to track digester cleaning loads. This allows OCSD and the Contractor to validate bill of lading data including the final destination and net tons and to run a report of loads shipped and OCSD's Laboratory data.
- 3.12.1 The Contractor will be provided access to the online BTS.
- 3.12.2 The BTS initiates when a bill of lading ticket is created in OCSD's truck loading scale house.
- 3.12.3 OCSD staff review and approve the tickets in the BTS as confirmed with field tickets and logs. OCSD typically takes photocopies of all field tickets and reserves the right to request original copies.
- 3.12.4 Once approved by OCSD, the Contractor (or final recycling/disposal facility) will also review and approve the tickets/truck loads in the BTS based on field tickets and log.
- 3.12.5 The Contractor shall flag any disputes or discrepancies in the BTS comment field for the ticket, bring the concern to the attention of the OCSD Project Manager, and wait to approve the ticket until the issue is resolved.
- 3.12.6 Once total solids results are available from OCSD's Laboratory, OCSD staff input the results into the corresponding ticket's BTS comment field and click the final approval for each ticket to complete the process.
- 3.12.7 All tickets must complete the 3-step approval process prior to invoicing OCSD for each digester.
- 3.12.8 Using Mozilla's FireFox browser (doesn't work on other browsers), users can run BTS Transaction Reports can be run to see all data related to digester cleaning loads hauled. The BTS Transaction report is a spreadsheet of each OCSD ticket, tonnage, truck numbers, destinations with associated percent total solids results as a comment field. The Contractor shall utilize this report in preparing invoices for dry-ton hauling costs. Typically, this billing process is done after the digester cleaning is completed (billed by digester).
- 3.13 **Recycling/Disposal Requirements** - All OCSD Digester Contents shall be recycled/disposed of at mutually agreed upon recycling/disposal site(s), in accordance with the specifications listed herein and in conformance with the requirements of the recycling/disposal site and all applicable Federal, State and Local regulatory requirements.

- 3.13.1 The Contractor will provide OCSD Project Manager written notice of any change in hauler, sub-contractors, or recycling/disposal site(s). OCSD reserves the right to reject the potential and/or alternate disposal/recycling sites at its sole discretion. **Note that all sub-contractors must provide proof of same insurance requirements as Contractor.**
- 3.13.2 OCSD reserves the right to reject the potential and/or alternate disposal/recycling sites at its own discretion. If rejected, the Contractor shall propose a different site for OCSD's approval prior to commencing work. If the Contractor does not provide OCSD with enough notice and the site is not approved or delayed, the Contractor will be responsible for project delay costs. OCSD will not incur stand-by charges.
- 3.13.3 OCSD reserves the right to inspect the recycling/disposal facility.
- 3.13.4 The **Contractor shall be responsible for providing all analysis of Digester Contents required by the recycling/disposal/ site(s) (including alternative sites)**. OCSD's routine Biosolids sample analyses are available at www.ocsd.com/nani and an example is in Appendix A-1. More recent analyses may be available upon request.
- 3.13.5 The Contractor shall be responsible for the final recycling/disposal of any material generated from the digester cleaning operation that is rejected by the recycling/disposal site. OCSD reserves the right to approve/reject this secondary site.
- 3.13.6 The Contractor shall bear all costs related to recycling/disposal including, but not limited to; recycling/disposal site closings, delays, inclement weather, releases, subhauler issues, etc.
- 3.13.7 Digester contents may be accepted at the following facilities, although not limited to these facilities. It is the **Contractor's responsibility to profile the Digester Contents into the final receiving facility, including any sampling and analysis in addition to the data available from OCSD**. The Contractor must provide OCSD with **at least 45-days' notice** if special sampling is required for getting OCSD's Digester Contents accepted into a facility prior to the start of the project.
- Synagro's Arizona Soils compost facility, La Paz County, AZ
 - Nursery Products compost facility, Helendale, San Bernardino County, CA
 - Simi Valley Landfill, Simi Valley, CA
 - Buckeye Landfill, Maricopa County, AZ
 - Copper Mountain Landfill, Yuma County, AZ
 - Otay Landfill, San Diego County, CA
 - South Yuma County Landfill, Yuma County, AZ
 - AgTech/Tule Ranch Land Application Farm, Yuma County, AZ
 - Synagro's South Kern Compost Manufacturing Facility, Taft, CA

- Liberty Compost facility, Lost Hills, CA
- Prima Deshecha Landfill, San Juan Capistrano, CA
- Inland Empire Regional Composting Facility, Rancho Cucamonga, CA

3.14 **Reporting Requirements** - If using a landfill, the Contractor is required to submit to OCSD copies of landfill tickets at least monthly that include weight of Biosolids material and date as documentation of approved final recycling/disposal.

3.14.1 If using a compost facility, the Contractor is required to submit to OCSD a copy of the facility's monthly report to its LEA (local enforcement agency). This report includes tonnages and other related regulatory reporting information that OCSD can use when reporting the digester cleaning project in the annual Biosolids compliance report. Submittal is required within 15 days of the end of the month. See Report Requirements Checklist for Compost Facilities located within the Biosolids Contractor Requirements (Appendix A-1).

3.14.2 OCSD reserves the right to discuss OCSD's Biosolids and Digester Contents with the end-use facility staff.

3.14.3 Refer to Biosolids Contractor Requirements (Appendix A-1) for further information.

3.15 **Hauling Requirements** - The Contractor shall be responsible for ensuring drivers and hauling companies comply 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

3.15.1 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.

3.15.2 The Contractor shall comply with all requirements contained in the Biosolids Contractor Requirements 2020 (Appendix A-1) including, but not limited to:

- All trucks shall carry a copy of the truck loading Biosolids Hauling Ring (Appendix A-1, page 176). Drivers shall understand and conform with 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 in order to communicate the **Biosolids are non-hazardous**. The Contractor may request laminated copies of the truck loading Biosolids Hauler Ring from OCSD's truck loading Operator to be kept in the trailer's tractor (truck) at all times when receiving/delivering OCSD loads.
- Drivers and trailers are subject to inspection and approval by OCSD.
- **OCSD Driver and Trailer Approval Forms for each driver and trailer** performing the work must be submitted by hauling dispatchers before the drivers' initial visit to OCSD. Note that these forms are certifying that the

dispatchers and drivers understand and conform to OCSD's trailer requirements which are contained in the Pre-Loading Trailer Inspection Guidelines and Safety Equipment Inspection Guidelines. A copy of OCSD's Biosolids Hauler Inspection form is also included for your reference.

- The Contractor shall provide a list of driver names and trailer numbers that will be used to haul the material **at least two weeks before the start of the work**. OCSD may request inspection of trailers prior to hauling from OCSD.
- The Contractor shall comply with OCSD's Biosolids Response and Recovery Plan if an incident occurs during transportation.

3.15.3 The transportation equipment shall be weighed before, during and after loading, and prior to leaving OCSD, to ensure that highway weight restrictions are not exceeded. The Contractor shall be responsible for adjusting the load if the weight limit has been exceeded. OCSD and the Contractor may mutually agree to use an alternative tare procedure (use standardized tare weights).

3.15.4 OCSD recommends the Contractor monitor loading weights with a portable scale before scaling out at OCSD's truck loading facility.

3.15.5 The Contractor will be issued a bill of lading through OCSD's scale house in order to:

- Ensure that final loaded weights are less than 80,000 pounds, and driver can confirm the weights are in compliance with all transportation regulations,
- OCSD Operator will perform an inspection to ensure hauler's conformance with all hauling requirements contained in the Biosolids Contractor Requirements (Appendix A-1). **NO leaking trailers will be allowed to leave OCSD**. On occasion, especially when material is more sandy/gritty with limited organic content to hold the water with polymers, trailers have needed to sit onsite for days until they stopped leaking.
- Initiate load tracking in OCSD's Biosolids Tracking System for billing and compliance reporting purposes and is available online to the Contractor.

3.15.6 Once the loading of Digester Contents has been completed, logged, inspected, and ticketed, the Digester Contents shall be transported for recycling/disposal.

3.15.7 The Contractor shall bear all costs related to hauling including, but not limited to recycling/disposal site closings, delays, inclement weather, releases, etc.

3.15.8 **Water-Tight:** All trailers and bins containing Digester Contents shall not leak. Leaking trailers shall not be allowed to leave OCSD.

3.15.9 **Tarpping:** All trailers and bins containing Digester Contents shall be tarped when not in use or staged to minimize odors.

3.16 Staging Equipment

3.16.1 Full, tarped trailers shall be hauled off site by the end of the next working day if they are not leaking.

- 3.16.2 The staging and storing of hauling equipment must be pre-approved by the OCSD Project Manager.
- 3.16.3 All staged equipment, trailers and hauling equipment, shall be positioned on OCSD property according to the OCSD Project Manager.
- 3.16.4 The Contractor shall be responsible for moving and providing the proper equipment to move the hauling equipment to and from the staging areas designated by the OCSD Project Manager until they can be picked up.
- 3.16.5 The Contractor shall not stage containers for an excessive period of time. Staged containers shall not negatively impact OCSD operations. The OCSD Project Manager shall determine what time period is considered excessive and when the staged containers are negatively impacting operations.

3.16.6 Resources Available – Power and Water

- 3.16.7 Power- OCSD shall provide the Contractor and their subcontractors, free of charge during the term of this Contract, 120 volts, 60-hertz, and maximum 20-ampere electrical service. All other utilities shall be provided by the Contractor at its sole expense. **The Contractor is responsible for providing any additional power to perform the work required. This may require the Contractor to bring in a temporary generator to power equipment.** All electrical work shall be in accordance with the National Electric Code and the applicable provisions of the California Administrative Code.
- 3.16.8 **Plant Water-** When specifically indicated, OCSD shall furnish (with possible interruption due to power loss or maintenance) to the Contractor, free of charge, during the course of this Contract, reasonable quantities of NON-POTABLE plant effluent (plant water) from existing outlets within the treatment plant only.

The conveyance systems (piping, hoses, etc.) shall be the responsibility of the Contractor and shall be provided at the Contractor's expense.

Plant Water pressure is approximately 120 PSI. Historically, a Contractor was able to run two, 2-1/2-inch fire hoses at full pressure without any volume (supply) problems.

The Contractor shall inform the OCSD Project Manager of its needs and request that the OCSD Project Manager designate locations at which connections may be made. Contractor shall not make connections to any OCSD piping prior to obtaining approval from the OCSD Project Manager.

Plant water, non-potable, and chlorinated water, is available throughout both plants at existing hose bibs for equipment and area wash-down. If plant operation necessitates changing the connection locations, the Contractor shall do so at OCSD's request and at the Contractor's expense.

- 3.16.9 **Potable Water-** Contractor shall provide an adequate supply of clean, potable drinking water for its employees at the worksite, which shall be dispensed through approved sanitary facilities.

WARNING: CONTRACTOR SHALL NOT USE ANY OCSD PIPELINE OR HOSES FOR SUPPLYING POTABLE WATER TO ITS EMPLOYEES OR SUBCONTRACTORS FOR DRINKING WATER.

OCSD shall also furnish to the Contractor, free of charge, during the course of the Contract, reasonable quantities of city (potable water) from existing outlets within the treatment plant only.

The conveyance systems (piping) shall be the responsibility of the Contractor and shall be provided at its expense. The system (piping) shall include an approved backflow prevention device provided by OCSD.

The Contractor shall identify the location and purpose for potable water and notify the OCSD Project Manager of this need two weeks in advance.

If plant operation necessitates changing the connection locations, the Contractor shall do so at the request of the OCSD Potable Water Maintenance Specialist and at the Contractor's expense.

4 DELIVERABLES

- 4.1 The Contractor must provide OCSD with at least 45-days' notice if special sampling is required for profiling OCSD's Digester Contents accepted into a facility prior to the start of the project.
- 4.2 The Contractor shall submit the following information to the OCSD Project Manager at **least two weeks prior to proceeding with the work under this Contract:**
 - 4.2.1 Work plan including project schedule for approval by OCSD Project Manager.
 - 4.2.2 **Provide a description of how the digester shall be cleaned and the material managed.**
 - 4.2.3 Include a list of equipment to be used.
 - 4.2.4 Flow rates of pumps and equipment
 - 4.2.5 **Discharge (filtrate) flow monitoring plan for cleaning operations**
 - 4.2.6 Name of the proposed recycling/disposal site(s) and alternate disposal/recycling site(s) for OCSD review and approval including a written letter or a "pre-approval" from the recycling/disposal site (including alternates) acknowledging the facility's awareness/understanding/familiarity with the characteristics of the Digester Contents (perhaps referencing laboratory analysis that was submitted), stating the facility is legally authorized to accept this material at said facility, and the facility has enough capacity (state assumed daily tonnage) to accommodate this material over the duration of the project timeline.
- 4.3 The Contractor shall provide OCSD with a comprehensive spill containment and spill response plan, including all contact names and information for relevant parties for any spill occurrence (including onsite chemicals). Separately, the Contractor shall comply with OCSD's Biosolids Response and Recovery Plan if an incident occurs during transportation (Appendix A-2, page 201). The spill containment and response plans shall be for all types of on or off-site spills involving the materials utilized or produced under this project and under the direct control of the Contractor. The plan(s) must list the contact names and information for all relevant parties, including but not limited to, the Contractor, OCSD, Regulators, responders and Highway Response.
 - 4.3.1 Site Health and Safety Plan
 - 4.3.2 Confined Space Entry Policy/Procedure.
 - 4.3.3 Up-to-date documentation and certification of confined space entry training for employees performing the work.
 - 4.3.4 Site safety plan for confined space entry including a rescue procedure.

- 4.3.5 Names and emails for staff that will need access to OCSD's Biosolids Tracking System.
- 4.3.6 A list of driver names and trailer numbers that will be used to haul the material. As applicable, OCSD Driver and Trailer Approval forms completed and submitted by the hauling dispatcher (Biosolids Contractor Requirements Appendix A-1)

4.4 After the cleaning of each digester the Contractor shall submit the following:

- 4.4.1 The non-hazardous waste manifest or copies of the hauler's bill of lading for every load prior to leaving OCSD Site, containing hauling company, driver name, trailer ID; destination; and signature verifying all requirements have been met.
- 4.4.2 Field logs: (1) Operational start ups / shut downs; (2) Truck loads; (3) Polymer usage (amount of neat (delivered, full-strength) polymer used daily. Polymer feed rates and use shall not exceed 20 lbs./ton); and (4) Filtrate discharged.
- 4.4.3 Invoices: The Contractor shall submit the following documentation as back-up for the invoice to the OCSD Project Manager.

4.4.3.1 An electronic monthly summary report of all truckloads of material delivered to the recycling/disposal site. Note this information is readily available in OCSD's Biosolids Tracking System as referenced in Section 3.13. The report shall include all information required to calculate the billing data as previously stated and any information not previously submitted such as:

- Truck identification number
- OCSD ticket number and time/date of OCSD departure and arrival of truck at the recycling/disposal site.
- Wet and dry ton billing information matched to percent solids and billing total for each trailer hauled.
- In-bound truck weight reported from the recycling/disposal site's certified scales
- Copies of all truck load tickets from the designated recycling/disposal site(s).
- Other field logs not previously submitted.

4.4.3.2 Payment shall not be made until a specified digester has been cleaned to the satisfaction of the OCSD Project Manager and the work site has been returned to pre-existing conditions. Digesters shall be considered "clean" when no visible residual material is present on the digester floor, sidewalls, piping and cables.

4.4.3.3 Additionally, payment shall not be made for the cleaning of any digester until all deliverables have been received by and to the satisfaction of the OCSD Project Manager.

5 SAFETY AND HAZARDOUS MATERIALS

Safety is the top priority at OCSD therefore Contractor and any subcontractors 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 subcontractors. 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 subcontractors, 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.
- 5.11 **Confined Spaces**
- 5.11.1 Digesters are classified as permit required confined spaces and State law and OCSD policy on confined spaces require a two-week advance notification from the Contractor for work within confined spaces, submittal of Contractor's confined space work procedures and rescue plan, compliance with Entry Permit procedures, participation in a hazard assessment review of planned precautions and a debriefing upon completion of the confined space operation.
- 5.11.2 Compliance with the Cal Osha GISO Section 5157 and CSO Article 37 remains the Contractor's responsibility and OCSD review is for general compliance and coordination only.
- 5.11.3 Access hatches/entries need to be secured with solid physical barriers to prevent entry into the confined space at the close of each work day to the satisfaction of OCSD.
- 5.11.4 In accordance with the General Industry Safety Orders, Section 5157(c) (8), OCSD shall provide available information to the Contractor for each confined space location.
- 5.11.5 The importance of working safely in confined spaces cannot be over emphasized. Due to the continuous flow of sewage and contaminants that may be contained therein, the atmosphere may suddenly and unpredictably become lethally hazardous. Where there is conflict between applicable safety orders, laws, regulations and policies, the more stringent measures shall apply.
- 5.12 **Regulatory Requirements**
- 5.12.1 Scaffold erection and use - OCSD shall require a copy of the competent person evaluation and sign off of all scaffolding erected. Scaffolding shall be inspected by a competent person daily, as used. Copies of engineering approvals shall be forwarded to OCSD when applicable. OCSD shall issue a permit for this work if OCSD personnel may perform duties on scaffolds. Documentation is required the day the scaffolding is completed.
- 5.12.2 Cranes usage - OCSD shall require a copy of the operator training qualification as applicable and the equipment certification. OCSD will require the Contractor to submit a Critical Lift Plan for a signature from OCSD for any crane lift over a building/structure. The Contractor shall request the permit at least 1 week prior to the scheduled crane lift.

- 5.12.3 Excavations - The Contractor is required to provide a copy of the applicable Cal-OSHA permit, the name of the designated competent person and stamped engineering designs as applicable. Documentation shall be provided prior to the start of the excavation.
- 5.12.4 Fall Protection - The Contractor shall submit a fall protection plan for all work exceeding six (6) feet in elevation. The plan shall include a licensed (CA) engineer's approval as applicable. Documentation shall be provided prior to the start of work.
- 5.12.5 Demolition work - Demolition work on OCSD facilities may contain regulated quantities of asbestos or lead. The Contractor shall be licensed by the California Department of Industrial Relations for demolition involving these materials. The Contractor shall submit copies of appropriate licenses, work plans, SCAQMD notifications as applicable, copies of worker training certificates and third party monitoring registrations as applicable. OCSD will be responsible for the disposal of all hazardous waste generated from these operations. Notifications shall be in accordance with applicable local, state and federal requirements.
- 5.12.6 Biosolids handling – OCSD requires that all Biosolids handling, hauling, disposal or recycling be conducted in accordance to all applicable federal, state and local regulations. In particular, 40 CFR 503 (Appendix A-1), OCSD's NPDES permit, and AZ Code of Regulations Article 10 if applicable.

5.13 Chemicals

- 5.13.1 Contractor shall provide two (2) copies of the SDS (safety data sheet) to the OCSD Project Manager for all chemicals, lubricants and polymers that it plans to use during this project at least one (1) week prior to bringing them on site. Contractor shall not bring them onto OCSD Property prior to receiving approval from the OCSD Project Manager.
 - 5.13.1.1 The Contractor shall provide polymer material information sheets containing the percent active and viscosity of the polymer.
- 5.13.2 The Contractor shall first provide a list of proposed polymer(s) that shall be used to aid dewatering prior to use on-site. **The polymer shall not be a Mannich-type polymer.**
- 5.13.3 If emulsion polymer is used:
 - 5.13.3.1 the stock polymer in the tote shall be mixed to prevent separation
 - 5.13.3.2 make-down unit shall properly activate the polymer
 - 5.13.3.3 the polymer injected into the process shall be a uniform solution
- 5.13.4 OCSD reserves the right to reject any proposed polymer prior to approval that it suspects will negatively impact its treatment plant processes.
- 5.13.5 Contractor shall get prior approval from OCSD on polymer make-down and delivery system. Contractor shall use a polymer make-down system that is typically used in municipal wastewater systems. Polymer use shall not exceed 20 lbs/ton.
- 5.13.6 Contractor shall follow manufacturer's directions regarding use, including mixing and batching.
- 5.13.7 Contractor shall provide containment system for polymer storage.
- 5.13.8 Disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.
- 5.13.9 Contractor shall be responsible for removal from OCSD sites and proper disposal of polymer and other chemicals and containers at the Contractor's expense.

5.14 General Codes and Regulations

The Contractor shall comply with all applicable federal, state, and local codes and regulations, with particular attention accorded to the following:

- 5.14.1 NFPA 820, Fire Protection in Wastewater Treatment and Collection Facilities, 1995 Edition
- 5.14.2 CCR Title 8, Ch.3.2, California Occupational Safety and Health Regulations (with particular attention accorded to Subchapter 4, Article 37 – Confined Spaces in Construction and Subchapter 7, Group 16, Article 108 - Confined Spaces
- 5.14.3 Comply with all federal, state and local anti-pollution laws, ordinances, codes and regulations when disposing of waste materials, debris and rubbish.

6 ENVIRONMENTAL CONTROL

6.1 Fugitive Dust, Air Pollutant Emissions, and Odor Abatement

- 6.1.1 Contractor shall maintain equipment engines in proper tune and operate cleaning equipment so as to minimize exhaust emissions.
- 6.1.2 The Contractor shall not discharge air pollutants (dust, smoke, or other air contaminants) into the atmosphere in such quantities that they shall cause a violation of the regulations of any legally constituted authority.
- 6.1.3 Contractor shall be responsible for complying with all applicable California Air Resources Board (CARB) mobile source requirements and SCAQMD rules and regulations including, but not limited to, the provisions of SCAQMD Rules 401, 402, 403, 1107, 1113, 1122, 1136, 1145, 1168 and 1171 and maintaining usage records of Volatile Organic Compound (VOC)-containing chemicals according to Paragraph C) of SCAQMD Rule 109, or in a manner as approved by the SCAQMD, and promptly providing these records to the OCSD upon request.
- 6.1.4 OCSD shall not be responsible for costs incurred as a result of job delays due to Contractor violations of SCAQMD rules and regulations. Contractor shall be solely responsible for any Notices of Violations, penalties or actions by SCAQMD alleging violation of SCAQMD rules and regulations issued with respect to any activity of Contractor or its subcontractors, whether the same is issued to Contractor, subcontractor or the OCSD.
- 6.1.5 Contractor shall immediately reimburse OCSD for any costs incurred due to SCAQMD violations with respect to Contractor or subcontractor activities.
- 6.1.6 Contractor shall furnish all labor, materials, and equipment required and shall carry out effective measures wherever and as often as necessary to prevent the discharge of a nuisance odor from its operation into the atmosphere in such quantity as shall violate the regulations of any legally constituted authority.
- 6.1.7 **Equipment**
 - 6.1.7.1 The equipment required for the removal and processing of the Digester Contents shall be attended at all times while in operation.
 - 6.1.7.2 Portable Engine-driven Equipment
 - The Contractor shall comply with the air quality regulations pertaining to portable engines with rated horsepower of 50 bhp or greater and other applicable portable equipment including air compressors and pumps, by meeting the following minimum requirements:
 - The engines or other applicable portable equipment shall have an SCAQMD permit or be registered under the CARB PERP program and display a current registration identification sticker that shall be affixed in a visible location on the registered portable engine at all times. The permit and/or certification and activity usage log identifying the date,

start and end run time hour meter reading, and location of usage shall accompany the registered portable engine at all times.

- All portable generators including air compressors and pumps, 50-Hp or greater shall be actively registered under the CARB PERP Program or permitted under with the local SCAQMD.
- The engines or other applicable portable equipment furnished shall satisfy the latest applicable emissions standards, as set forth in Title 13 of the California Code of Regulations (Article 5, Sections 2450-2466) and Title 40 of the Code of Federal Regulations, Part 89.
- The engines or other applicable portable equipment shall be equipped with an operational and properly maintained non-resettable hour time meter.
- The engines shall not reside at the same location for more than 12-consecutive months.
- During fueling of all vehicles and equipment, the Contractor shall have personnel in direct control of the fueling operation at all times to prevent fuel spills and shall comply with SCAQMD Rule 461, Gasoline Transfer and Dispensing.

6.2 Noise Control

- 6.2.1 Normal work hours are as stated in Section 3.2 General Work Hours. Changes to work hours are subject to prior approval of the OCSD Project Manager and may require the use of noise control measures.
- 6.2.2 All equipment used during service shall be muffled and maintained in good operating condition. All internal combustion engine driven equipment shall be fitted with intake and exhaust mufflers that are in good condition.
- 6.2.3 Back up bells/alarms on equipment shall only be operated between 7:00 a.m. and 7:00 p.m. Air compressors, temporary generators and diesel engines shall not be permitted to operate between 7:00 p.m. and 7:00 a.m. Any noise generated from the Contractor shall not exceed 85 dB at 3 feet.

6.3 House Keeping and Rubbish Control

- 6.3.1 Contractor shall do the following before the close of each workday:
- 6.3.1.1 Flush organic material from belt presses/centrifuges with bleach solution
 - 6.3.1.2 Flush organic material from screening equipment with bleach solution
 - 6.3.1.3 Cover/close disposal bins
 - Full bins shall be hauled off site same day or as soon as possible after being filled
 - 6.3.1.4 Pick up and place in covered bins/trailers any accumulation of organic material
 - 6.3.1.5 Clean up and wash down work area including spill containment tarps and pavement with bleach solution
 - 6.3.1.6 **Contractor shall be responsible for the immediate unplugging of any drains/sumps that are clogged as a result of their operations.**
 - 6.3.1.7 Cover with tarp any open trailers.
 - 6.3.1.8 Full trailers shall be hauled off site same day unless leaking
- 6.3.2 Throughout this Contract and until final acceptance of the Work by OCSD, the Contractor shall keep the worksite and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish and debris.
- 6.3.3 The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the work site and shall establish regular intervals of collection and disposal of such materials and waste.
- 6.3.4 The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations.
- 6.3.5 Disposal of all rubbish and surplus materials shall be off the project site and at the Contractor's expense, all in accordance with local, state, and federal codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and the requirements of the OSHA Safety and Health Standards for Construction.
- 6.3.6 Care shall be taken to prevent spillage on haul routes. Any such spillage shall be immediately contained and removed and the area cleaned per Section 6.5 Spill Control.
- 6.3.7 Equipment and material storage shall be confined to areas approved by the OCSD Project Manager.
- 6.3.8 All impacted sumps and manholes are to be free of cleaning debris at the completion of the project. All cleanup costs shall be included at no additional cost to OCSD.

6.4 Sanitation

- 6.4.1 Contractor shall not use any OCSD Sanitation Facilities. The Contractor shall provide fixed and/or portable chemical toilets for the use of its employees. These accommodations shall be maintained in a neat and sanitary condition. Toilets at job sites shall conform to the requirements of Title 8, California Code of Regulations.
- 6.4.2 Contractor shall establish a regular schedule for collection and disposal of all sanitary and organic waste. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a

manner satisfactory to the OCSD Project Manager and in accordance with all laws and regulations pertaining thereto. Disposal of all such wastes shall be at the Contractor's expense.

6.5 Spill Control

6.5.1 The Contractor and its subcontractors must be able to respond to any release in a timely manner, as instructed or required by the local enforcement and response authorities regardless of incident location. Response includes on-call crews and equipment able to clean up a 25 ton release, including transfer into a secondary trailer. Submit for acceptance by OCSD Project Manager, within 15 days of Notice to Proceed, a response plan that includes, in addition to who and how the Contractor will respond to incidents, the following:

6.5.1.1 Before commencement of work under this contract, the Contractor shall provide spill containment and response plans for all types of on or off-site spills involving the materials utilized or produced under this project and under the direct control of the Contractor and its Subcontractors. The plan(s) must list the contact names and information for all relevant parties, including but not limited to, the Contractor, OCSD, Regulators, responding/clean up parties, and Highway Response.

6.5.2 For offsite incidents involving the hauling of Digester Contents, the Contractor is required to comply with the procedure outlined in OCSD's Biosolids Response and Recovery Plan (Appendix A-1, page 201).

6.5.3 Spills of any nature caused by the activities of the Contractor and its Subcontractors, including hauling, shall be controlled, cleaned, and reported immediately in accordance with the Contractor's spill containment and response plans and OCSD's Biosolids Response and Recovery Plan for the trucking of the material, regardless of the material's classification.

6.5.4 The Contractor is also responsible for any costs associated with the clean-up of any release and recovery of Digester Contents or other spills.

6.6 Leak Prevention

6.6.1 Contractor's equipment, including but not limited to, material hauling equipment and hoses shall not leak. If a leak is detected, the Contractor shall immediately eliminate the source of the leak and clean up any material that has leaked per Section 6.5 Spill Control.

6.6.2 Hauling equipment shall not be allowed to leave the OCSD plant site if it is leaking.