

GENERAL SERVICES CONTRACT
Biosolids Direct Land Application Services
Specification No. S-2022-1296BD

This SERVICE CONTRACT (hereinafter referred to as "Contract"), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708, (hereinafter referred to as "OC San") and Tule Ranch/Magan Farms, with a principal place of business at 4324 E. Ashlan Avenue, Fresno, CA 93726, (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to obtain Biosolids Direct Land Application Services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"); and

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

WHEREAS, OC San desires to engage Contractor to render the Services as provided herein; and

WHEREAS, OC San selected Contractor to perform the Services in accordance with Ordinance No. OC SAN-56; and

WHEREAS, on July 27, 2022, OC San's Board of Directors, by minute order, authorized execution of this Contract.

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

1. General.

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

- 1.5 The term “hours,” when used in this Contract, shall be as specified in Exhibit “A.”
- 1.6 The term “days,” when used in the Contract or Exhibit “A,” shall mean calendar days, unless otherwise noted as business days.
- 1.7 OC San 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 provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.9 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

2. Scope of Work.

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

3. Contract Term.

- 3.1 The term of this Contract shall be for five (5) years commencing on November 1, 2022 and continuing through October 31, 2027.
- 3.2 Renewals. At its sole discretion, OC San may exercise the option to renew this Contract for up to five (5) one-year periods. This Contract may be renewed by an OC San Purchase Order.
- 3.3 Extensions. The term of this Contract may be extended only by an amendment signed by both Parties.

4. Compensation.

- 4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed Eight Million Five Hundred Twenty Thousand Six Hundred and Eighty-Seven Dollars (\$8,520,687.00).
- 4.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the price provided above.

5. Payments and Invoicing.

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

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

- 6.1 Pursuant to Labor Code sections 1720 et seq., and as specified in Title 8, California Code of Regulations section 16000, prevailing wages are required for all work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 6.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.
- 6.4 Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Contractor shall post a copy of the prevailing rate of per diem wages at the job site.
- 6.5 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.
 - 6.5.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the time period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the

requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.

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

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

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

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

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

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

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

7. **Damage to OC San’s Property.** Any of OC San’s property damaged by Contractor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San.

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

San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San.

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

23. Warranties - In addition to the warranties stated in Exhibit "A," the following shall apply:

23.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance by the OC San Project Manager or designee of the work as complete.

23.2 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work as specified in Exhibit "A," OC San informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract, Contractor shall, within the time agreed to by OC San and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.

24. Dispute Resolution.

24.1 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.

24.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to Code of Civil Procedure, Part 3, Title 9, sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to Code of Civil Procedure section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

25. Liquidated Damages. Not-Used

26. 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 OC San rejects the goods or Services or revokes acceptance of the goods or Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) "cover" by purchasing, or contracting to purchase, substitute goods or services for those due from Contractor. In the event OC San elects to "cover" as described in (c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods or services and the Contract price, together with any incidental or consequential damages.

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

28. Termination.

28.1 Grounds for Early Termination. This Agreement may only be terminated at a time prior to the scheduled termination date set forth Section 3 of this Agreement, and any renewal thereof by written notice of termination as follows:

28.1.1 By either Party in the event the defaulting Party fails to cure a material breach of this Agreement within (30) days of receipt of a written notice from the non-defaulting Party of such material breach.

28.1.2 By OC San upon 90 days written notice to Contractor, where OC San has determined, in its sole discretion, that the Services of Contractor no longer meet, or are necessary to meet, OC San's needs. In the event of termination pursuant to Section 28, subdivision B, Contractor shall have the opportunity to consult with OC San prior to termination and to submit and negotiate reasonable contract termination expense, if any.

Such costs may include, but are not limited to:

- (i) Costs for Services and work performed to the date of termination.
- (ii) Costs for completing such tasks or work as may be directed by OC San.
- (iii) Other costs which are reasonably associated with termination.

28.1.3 By either Party, in the event of a Force Majeure, if such condition exists for thirty (30) days or more. Either party may terminate or suspend this Agreement until conditions of the event allow reasonable operations to reinstate the Services. A written notice shall be given in accordance with Section 35. Said notice shall be effective seventy-two (72) hours after receipt.

28.1.4 OC San may, after giving Contractor fifteen (15) days' written notice and to the extent permitted by laws and regulations, terminate the Services of Contractor for cause, upon the occurrence of any one or more of the following events:

- (i) If Contractor fails to perform the work in accordance with the Contract Documents including, but not limited to, failure to provide Services established under the terms of this Agreement, refusal or inability to correct significant non-compliance or management system non-conformance findings, failure to supply sufficient skilled workers, or failure to provide suitable materials or equipment;
- (ii) If Contractor otherwise violates in any substantial way any provisions of the Agreement; and/or
- (iii) If Contractor is adjudicated bankruptcy, voluntarily files for bankruptcy, or makes any assignment for the benefit of creditors, OC San may terminate this Agreement by giving the Contractor written notice of termination. The Agreement shall terminate on the date specified in the notice of termination.

28.2 Effect of Early Termination. Where Contractor's service has been so terminated by OC San, as set forth in this Section 28, the termination will not affect any rights or remedies of OC San against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by OC San will not release Contractor from liability.

28.3 Rights Upon Termination. On termination of this Agreement by OC San for cause, OC San and Contractor agree as follows:

28.3.1 All of the records in Contractor's possession pertaining to the operation of the Project, together with all supplies, equipment, or other items of property owned by OC San and in Contractor's possession, shall be immediately delivered to OC San.

28.3.2 Contractor's right to compensation shall immediately cease, except that Contractor is entitled to compensation for Services rendered before the termination date.

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

30. **Disclosure**. Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.

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

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. **Survival**. The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive termination or expiration of this Contract.

34. **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.

35. **Notices**.

35.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which

delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand, or request sent. All notices shall be effective when first received at the following addresses:

OC San: Jackie Lagade
Principal Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708
jlagade@ocsan.gov

Contractor: Betty Magan
President
Tule Ranch/Magan Farms
4324 E. Ashlan Avenue
Fresno, CA 93726
betty@westexp.com

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

36. Read and Understood. By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.

37. 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.

36. Entire Agreement. This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

[Intentionally left blank. Signatures follow on next page.]

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____ By: _____
Chad P. Wanke
Chair, Board of Directors

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

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

TULE RANCH/MAGAN FARMS

Dated: _____ By: _____

Print Name and Title of Officer

WC

EXHIBIT A
SCOPE OF WORK
For
Biosolids Direct Land Application

EXHIBIT A
SCOPE OF WORK
BIOSOLIDS DIRECT LAND APPLICATION
SPECIFICATION NO. S-2022-1296BD

1 BACKGROUND

The Orange County Sanitation District (OC San) is a wastewater treatment agency that operates and maintains major sewer interceptors and two facilities, Reclamation Plant No. 1 (Plant No. 1) located at 10844 Ellis Avenue, Fountain Valley and Treatment Plant No. 2 (Plant No. 2) located 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 occurs at elevated temperatures which creates biosolids. The solids are dewatered to produce up to an average of 530 tons per day (tpd) of biosolids that are then beneficially reused via composting, direct farmland application, and bioenergy.

OC San requires the Contractor to manage the biosolids from OC San's Reclamation Plant No. 1 and Treatment Plant No. 2 via direct land application at approved site(s) and/or at other mutually agreed upon location(s) for the beneficial reuse of biosolids. The Contractor's responsibilities include, but are not limited to, material profiling, permitting, siting, operating, hauling, and marketing crops. In addition, the Contractor shall comply with all federal, state, and local regulations, including recordkeeping, reporting, and conformance with OC San's Biosolids Contractor Requirements. In addition, the Contractor shall have site capacity for 100% (up to 530 tpd) of OC San's average production.

OC San Board Resolution 13-03 (2013): In 2013, OC San's Board of Directors adopted a Resolution that reaffirmed their support for the beneficial reuse of biosolids through the use of diverse management options, including biosolids land application, composting, and bioenergy options.

2017 Biosolids Master Plan: In May 2017, OC San published its Biosolids Master Plan, which provided guidance for management of biosolids over the next decade. The Master Plan reaffirmed the biosolids management strategies already in place (see Ten Tenets on www.ocsan.gov/bpten), including diversification of management options with no more than 50% of OC San's biosolids to any one contractor or end use market, and maintaining at least three different biosolids management locations and two different management practices. In order to maintain diverse options, the Tenets' principles therefore preclude composting as a qualifying management option for this Contract. This Contract shall not cause a nonconformance with any of the Tenets.

2021 Strategic Plan, Biosolids Management Policy Statement: The [2021 Strategic Plan](#) (Plan) developed by the Board of Directors and staff defines the strategic initiatives to be pursued by OC San and provides a basis for long-term financial, capital, and operational planning. In addition, it provides for long-term continuity of vision as Board and staff members change over the many years it takes to deliver public works infrastructure. The 2021 updated Plan includes a new Environmental Stewardship level of service to beneficially reuse 100% of OC San's biosolids during normal operations. In addition, the Plan also contains an updated Biosolids Management Policy Statement that includes proceeding with the implementation of new thermophilic biosolids facilities at Plant No. 2 to improve OC San's operational resiliency against seismic events while enhancing biosolids quality and marketability, continuing to explore biosolids thermal conversion technology for energy generation and destruction of persistent contaminants, engaging with local, state, and federal agencies to ensure that biosolids will continue to be safely and legally used as a soil amendment, and staying abreast of new biosolids management options, technologies, and biosolids recycling and renewable energy partnerships in Southern California, with special emphasis on technologies that address the removal, sequestration, and destruction of contaminants of emerging concern.

2 DEFINITIONS

- 2.1 Average Daily Biosolids Production – defined as up to 530 tpd assuming a 7-day average. OC San’s maximum daily biosolids hauling is about 750 tpd.
- 2.2 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.
- OC San’s biosolids are certified and comply with the 40 Code of Federal Regulations (CFR) Part 503 (Class B). OC San biosolids are dewatered using centrifuges to about 23-25% total solids at Plant No. 1 and 27-28% total solids at Plant No. 2. OC San biosolids are loaded onto Contractor’s trucks at Plant No. 1 and Plant No. 2 truck loading and scale out facilities and delivered by the Contractor to the end use facility site for processing. Grit and screenings removed during wastewater treatment process shall not constitute biosolids.
- 2.3 Biosolids Contractor Requirements (BCR) – A periodically-updated document that explains OC San requirements as well as other resources for Contractors. Contractor shall conform to the latest published version of BCR (www.ocsan.gov/bcr) (Appendix A), as specified in Section 4.
- 2.4 Biosolids Management System (BMS) – OC San manages our biosolids using an Internal Standard based on ISO14001 and the National Biosolids Partnership standard. See Appendix A for information related to how this system impacts Contractor as well as what specifically is required.
- 2.5 Contractor - shall mean the party awarded the Contract for services under this Contract.
- 2.6 Direct Land Application – Biosolids management process of directly applying biosolids to a farm field. Pre-treatment via compost is not considered direct land application, but it is an acceptable fail-safe back-up option.
- 2.7 Fail-safe Back-up Biosolids Management Options: Contractor shall have fail-safe back-up and/or alternative options, such as lime stabilization, landfill, and/or composting, at the ready in the case that OC San has a process disruption and produces sub-Class B biosolids or otherwise requires use of an alternative to the usual direct land application sites. See Cost Matrix form, Table 2.
- 2.8 Fail-safe Site Capacity – Contractor shall have site capacity to manage up to 100% of OC San’s biosolids average daily production (530 tpd).
- 2.9 Fail-safe Hauling Capacity – Contractor shall have a plan and be prepared to provide hauling for up to 100% of OC San’s biosolids average daily production (530 tpd). See Cost Matrix form, Table 1.
- 2.10 Maintenance Shutdown – A shutdown restricting the processing of biosolids and/or limiting or restricting the throughput of biosolids.
- 2.11 No Guaranteed Minimum Volume – Shall mean no minimum amount of biosolids are guaranteed to Contractor.
- 2.12 OC San – Shall mean the Orange County Sanitation District
- 2.13 OC San Project Manager – Shall mean the OC San employee who is the main point of contact for all issues related to this Contract.
- 2.14 Ownership of Biosolids – Shall mean once biosolids are loaded into the Contractor’s truck, responsibility and ownership of the biosolids are deemed to have transferred from OC San to the Contractor. However, OC San maintains strict oversight of these biosolids throughout the final use process including coordination on compliance reporting, reporting incidents during transportation, site inspections, and final product distribution.

- 2.15 Qualifying Management Practice - To maintain diverse options, OC San has Ten Tenets (www.ocsan.gov/bpten) that limit biosolids allocations to 50% by contractor and geographic end use market, as well as requiring diversity of management facilities and practices. For the purposes of this Contract, only direct land application is considered a qualifying management practice. Composting, landfilling, and other practices qualify as failsafe back-ups for this Contract and will not be considered if submitted as the primary practice for this Contract. The award of this Contract shall not cause a non-conformance of any of the Tenets.
- 2.16 Routine Hauling Capacity - Contractor shall maintain hauling capacity to manage at least 20% greater than the 6-day average daily tons managed based on the weekly schedule (average tons or trucks per week hauled divided by number of days hauled).
- 2.17 Subcontractor – shall mean the party designated by the Contractor and approved by OC San for part of this Scope of Work. See Section 3.9 for requirements.
- 2.18 TPD (tpd) - shall mean wet tons per day where a ton is a measurement by weight of 2,000 pounds of dewatered biosolids. Typical trailers haul an average of about 25 tons of biosolids.

Tons per day references throughout this Contract are based on a weekly average (weekly tonnage divided by seven days). OC San's loading facilities are open six (6) days per week, and daily scheduled trucks vary based on operational needs. Therefore, actual daily tonnages hauled are higher than the average weekly calculations. This Contract anticipates up to approximately 50 trucks per week (about 8 – 10 trucks per day over a 6-day week) and up to 12 trucks per day (300 tpd).

3 DESCRIPTION OF WORK

3.1 General

The Contractor shall agree to accept delivery of, transport, and directly land apply OC San's biosolids at permitted and approved sites in quantities determined and directed by OC San (up to about 170 tpd). The Contractor is responsible for taking all required steps to provide this service, which may include, but is not limited to, material profiling, permitting, hauling, managing, and marketing/selling crops, while also meeting compliance with federal, state, and local regulations, including recordkeeping, reporting, and conforming to OC San's BCR (Appendix A).

OC San's facilities are almost entirely built-out with no available room for additional onsite facilities or equipment. Therefore, Contractor shall only provide off-site biosolids direct land application management services.

OC San is seeking a direct land application management option that is anticipated to be implemented on November 1, 2022. In doing so, it is OC San's responsibility to provide biosolids to the qualified Contractor that meet the following specifications:

3.2 Biosolids Specifications

- Biosolids cake dryness – 18%-32%.
- Biosolids quality – Pollutant levels below Table 1 and Table 3 in 40 CFR Part 503.13.
- OC San typically meets Class B pathogen reduction requirements as defined in 40 CFR Part 503.32.

However, the Contractor shall have the required permits and approval to manage sub-Class B biosolids at an approved designated facility.

3.3 Biosolids Qualities

- 3.3.1 Biosolids quality includes cake dryness, nutrient content, concentration of metals, and other regulated contaminants.
- 3.3.2 OC San currently produces an average of up to 530 tpd at about 23%-24% total solids at Plant No. 1 and 27%-28% total solids at Plant No. 2.
- 3.3.3 OC San biosolids are below the pollutant levels of Tables 1 and 3 of 40 CFR Part 503.13.
- 3.3.4 More detail on the biosolids quality may be found in the OC San Biosolids Management Compliance Report, 40 CFR Part 503, current year published at www.ocsan.gov/503 with an excerpt included in Appendix A. The data are for informational purposes only and indicate historical quality and not a guarantee of future quality.

3.4 Biosolids Allocation

- 3.4.1 This Contract anticipates rendering up to approximately 50 trucks per week (about 170 tpd) and up to 12 trucks per day (300 tpd).
- 3.4.2 There is no guaranteed minimum tonnage to the Contractor.
- 3.4.3 The allocation of additional biosolids will be at the discretion of OC San, based on the biosolids volume produced at its facilities and operational requirements and conditions.
- 3.4.4 Operational considerations including construction, maintenance, shutdowns, etc. may impact biosolids load allocations.

3.5 Location – OC San requires the land application sites to be within three hundred (<300) miles of OC San Plant No. 1 in Fountain Valley.

3.6 Capacity for 100% of OC San's Average Daily Biosolids Production

- 3.6.1 The 2017 OC San Biosolids Management Plan's [Ten Tenets](#) set a guidance to maintain 200% fail-safe site capacity.
- 3.6.2 OC San utilizes land application as a fail-safe capacity option in case of unforeseen circumstances.
- 3.6.3 In accordance with the Ten Tenets, the Contractor shall maintain land application capacity for at least 100% of OC San's average daily biosolids production (530 tpd).
- 3.6.4 The Contractor shall be responsible for subcontracting, or otherwise addressing, any shortage in hauling capacity if the need arises to ship 100% of OC San's biosolids to land application or any failsafe options below (see Cost Matrix form, Table 1).

3.7 Hauling Capacity of at least 20% greater than the 6-day average daily tons.

- 3.7.1 The 2017 OC San Biosolids Management Plan's [Ten Tenets](#) set a guidance to maintain 20% fail-safe hauling capacity. As much as OC San tries to keep a

steady weekly schedule as possible, the treatment processes and related projects cause week to week variations. OC San requires flexible and reliable transportation of biosolids to reflect these fluctuations.

- 3.7.2 In accordance with the Ten Tenets, the Contractor shall maintain at least 20% additional hauling capacity in addition to the 6-day average daily tons.
- 3.7.3 Lack of availability of needed trucks shall constitute a performance issue (see Contractor Performance section).

3.8 Fail-safe Back-up Management Options

- 3.8.1 The Contractor shall have fail-safe capacity for at least 100% of OC San's average daily biosolids production with any combination of the following beneficial reuse or disposal locations:
 - 3.8.1.1 Landfill
 - 3.8.1.2 Compost
 - 3.8.1.3 Lime stabilization, and/or
 - 3.8.1.4 Other 40 CFR Part 503 biosolids management methods which need prior approval by OC San
- 3.8.2 See Cost Matrix form, Table 2.
- 3.8.3 The Contractor shall be responsible for subcontracting or otherwise addressing any shortage in hauling capacity if the need arises to ship 100% of OC San's biosolids to land application or any failsafe options above (see Cost Matrix form, Table 2).

3.9 Subcontractor(s)

3

- 3.9.1 Contractor may subcontract portions of the Contract. Subcontractors are subject to all the requirements of the Contract. Contractor is responsible for ensuring that the Subcontractor(s) comply with all Contract requirements.
- 3.9.2 Contractor shall provide a written request to OC San for approval in order to add a Subcontractor to the approved list of substitutes.
- 3.9.3 Contractor shall obtain written approval from OC San's Project Manager at least 30 days prior to the substitution of an approved Subcontractor.
- 3.9.4 Contractor's Subcontractor shall meet all of OC San's requirements, responsibility, and accountability measures contained herein.
- 3.9.5 The Contractor is accountable and responsible to ensure that its Subcontractor(s) meet applicable OC San requirements including, but not limited to, providing suitable staff, training, equipment, resources to perform the scope of work, required insurance, and conformance with OC San's BCR (see Appendix A).
- 3.9.6 The cost for Subcontractor(s) shall be included in Contractor's cost.

3.10 Hauling, Scheduling, Storage, and Contingencies

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

- California Vehicle Code §658.17 Weight limits
 - DOT §393.95 Emergency equipment on all power units
 - DOT §395.3 Maximum driving time for property-carrying vehicles
- 3.10.2 Any federal, state, or local fees related to hauling, such as road use fees, toll fees, and any fines incurred by hauling operations as well as costs associated with releases shall be the responsibility of the Contractor.
- 3.10.3 In addition to the summary of key requirements contained in this section, the Contractor shall comply with all requirements contained in the BCR (Appendix A), including the submittal and maintenance of a “Biosolids Management Plan” and “Biosolids Hauling Plan” and the submittal of the Training Checklist that ensures the Contractor’s dispatcher has trained staff on OC San requirements (see Section 4 Deliverables). The Contractor shall periodically (or upon request by OC San) review, update, and re-submit the Plans with any changes to OC San.
- 3.10.4 Contractor shall haul biosolids from either of OC San’s two (2) plants to approved sites as directed by OC San’s weekly schedule. Contractor shall conform to this schedule.
- 3.10.5 Contractor shall bill OC San based on OC San’s scale-based weight tickets (not weight at destination facility). Contractor shall maintain and record truckload weight tickets.
- 3.10.6 Current loading windows are generally limited to Monday – Friday but are subject to change based on operational needs and biosolids availability (see Appendix A, Section B1).
- 3.10.7 OC San will consider Contractor’s needs in setting loading times and schedules; however, operational logistics and plants’ considerations determine the final schedule. Wait times at the plants prior to loading average about 15 to 30 minutes, but at peak times can be as much as one (1) hour. Loading times also vary, averaging about 15-30 minutes.
- 3.10.8 Once biosolids are loaded into the Contractor’s truck, responsibility and ownership of the biosolids are deemed to have transferred from OC San to the Contractor. However, OC San maintains strict oversight of these biosolids throughout the final use process including coordination of reporting incidents during transportation and final product distribution.
- 3.10.9 OC San has limited storage capacity. Contractor shall provide facilities, hauling, equipment, and any other means necessary to ensure its ability to manage and store biosolids produced by OC San during inclement weather.
- 3.10.10 The Contractor shall comply with the following requirements contained in OC San’s NPDES permit:
- 3.10.10.1 All trucks hauling biosolids that are not Class A, as defined at 40 CFR 503.32(a), shall be cleaned as necessary after loading and after unloading, so as to have no biosolids on the exterior of the truck or wheels.
 - 3.10.10.2 Trucks used to haul Class B biosolids shall not be used to haul animal feed or food on the return trip, unless approved by USEPA after a demonstration of the truck cleaning methods at the unloading site has been made.
 - 3.10.10.3 Haulers transporting biosolids off site for further treatment, storage, use, or disposal shall take all necessary measures to keep the biosolids contained. Haulers shall adhere to OC San’s spill clean-up plan. OC San is required to report any spills to USEPA and State agency in which

the spill occurred.

- 3.10.10.4 If biosolids were land applied, the Discharger [OC San] shall have the person applying the biosolids submit a pdf report to USEPA and State agency showing the name of each field; location, ownership, size in acres; the **dates of applications, seedings, harvesting**; the tonnage applied to field, **in actual** and dry weight; the calculated Plant Available Nitrogen; and copies of applicer's certifications of management practices and site restrictions.
- 3.10.10.5 If biosolids are stored for over two (2) years from the time they are generated by the Discharger or its contractor, the Discharger must submit a written notification to USEPA with the information in 40 CFR § 503.20(b), demonstrating the need for longer temporary storage.
- 3.10.10.6 Any biosolids treatment, disposal, or storage site shall have facilities adequate to divert surface runoff from adjacent areas, to protect the site boundaries from erosion, and to prevent any conditions that would cause drainage from the materials in the site to escape from the site. Adequate protection is defined as protection from at least a 100-year storm and from the highest tidal stage that may occur.

3.11 Loading, Drivers, and Trailers

- 3.11.1 OC San reserves the right to reject loads (no make-up) or write-up the driver or trailer if any contractual requirements or BCR (Appendix A) are not met. See Section 3.19.
- 3.11.2 The Contractor shall be responsible for all transportation equipment. OC San reserves the right to inspect any of the Contractor's equipment to verify conformance with all requirements within these specifications and reject loads if equipment does not meet specifications.
- 3.11.3 Contractor shall provide adequate training to drivers, dispatchers, and other key staff on biosolids characteristics and emergency response procedures, including providing simple procedures written in the appropriate language format (such as English and Spanish).
- 3.11.4 Contractor's drivers shall conduct themselves in a professional and courteous manner. OC San reserves the right to ban drivers from OC San facilities for any reason.
- 3.11.5 Dispatchers shall relay shutdown, operational, training, and other communications from OC San to drivers promptly, in a format that can be easily understood by drivers, and document communications and trainings including the use of sign-in sheets.
- 3.11.6 Trailers are subject to inspection by OC San prior to commencement of work. Any exceptions to requirements must be requested in writing and approved by OC San staff.
- 3.11.7 Contractor shall conform to OC San Safety Equipment Requirements and Pre-Loading Inspection Requirements (see Appendix A).
- 3.11.8 Contractor's drivers shall carry a copy of the OC San's "Hauling Biosolids" laminated cards (Appendix A). Drivers shall understand and abide by all information contained in it, be familiar with Biosolids, and provide this informational booklet to onsite emergency responders if an incident occurs during transportation,

especially to communicate that Biosolids are non-hazardous. Laminated cards are available to drivers at OC San's truck loading facilities.

- 3.11.9 OC San requires the Contractor's participation in our commitment to being a good neighbor and preventing/minimizing noise and odors. Refer to Appendix A for all requirements.
 - 3.11.9.1 OC San requires that Contractor's drivers travel with tarps secured at all times to minimize odors.
 - 3.11.9.2 Contractor is responsible to provide drivers access to facilities necessary to ensure trucks are clean. OC San will not provide a truck washing facility.
 - 3.11.9.3 No jake-breaking or other noise nuisance between 7pm and 7am.
 - 3.11.9.4 Contractor shall utilize staging areas and trucking route(s) with least impact to sensitive receptors within the public. The route(s), staging areas, and contingency routes in case of closures shall be included in the Hauling Plan submittal.
- 3.11.10 Trailers shall be capable of receiving biosolids from an overhead hopper loading system (See Appendix A).
- 3.11.11 OC San's loading facilities are capable of accommodating trailers that are up to 60 ft in length, 8 ft in width, and 10 ft in height. Truck and trailer height/clearance must be less than 12 ft. Trailers must be able to load and haul a minimum of 20 tons of biosolids.
- 3.11.12 Trailers shall have tall sides (about 8 ft high) so as to allow the driver to tarp the truck inside the loading facility, with the doors closed and without having to adjust the load since the biosolids may initially pile high in one area.
- 3.11.13 Trailers shall be equipped with an automatic tarping mechanism that allows the driver to tarp the truck inside the truck loading facility before the odor-control doors are opened. The tarping mechanism must be able to tarp the truck within the loading facilities' maximum clearance height of twelve (12) feet. Drivers will be allowed to exit the cab of the truck for tarping once the OC San Operator signals the all-clear after biosolids have completed loading.
- 3.11.14 Trailers shall be watertight.
- 3.11.15 Trailers shall have baffles or splashguards 18-24 inches on front, which must be completely welded or bolted and sealed.
- 3.11.16 Trailers shall be equipped with manual locking devices as to prevent releases from hydraulic system failures. See BCR (Appendix A) for examples of such manual locking devices.
- 3.11.17 Trailers shall be single trailers due to OC San's unique alignment of loading chutes at Plant No. 1 that makes it unsafe to move double trailers back and forth with the odor-control doors closed. This requirement does not apply to Plant No. 2.
- 3.11.18 Trailers shall be clearly marked with a unique ID, which shall be visible and distinguishable.
- 3.11.19 Contractor shall conform with OC San Biosolids Response & Recovery Plan (Appendix A). The Contractor shall notify OC San Control Center (714-593-7025) within 30 minutes of accidents and spills during transportation and email an incident report within 48-hours (see Section 4.6).

3.12 OC San Scale and Biosolids Tracking Systems

- 3.12.1 New Driver and New Trailer Approval forms are required for each driver and trailer in order to register them in OC San's scale software prior to arrival at OC San.
 - 3.12.1.1 Hauling dispatchers are required to email the form at least two (2) business days before the drivers' or trailers' initial visit to OC San.
 - 3.12.1.2 Dispatchers and drivers are certifying that they understand and conform with requirements contained in the Pre-Loading Trailer Inspection Guidelines, Safety Equipment Inspection Guidelines, Biosolids Response and Recovery Procedures, OC San Hauling Biosolids laminated cards, and BCR.
- 3.12.2 OC San's Biosolids Tracking System (BTS) is an online application that is used for tracking OC San's Biosolids loads to ensure accurate compliance reporting (see Appendix A).
 - 3.12.2.1 The Contractor shall validate bill of lading data for each ticket including the destination and net tons for each load shipped.
 - 3.12.2.2 OC San will provide the Contractor with access to the online BTS.
 - 3.12.2.3 The BTS initiates when a bill of lading ticket is created in OC San's truck loading scale house.
 - 3.12.2.4 OC San staff review and approve the tickets in the BTS, as confirmed with field tickets and logs. Contractor shall access and update required fields including approval of weight tickets in the OC San BTS at least on a bi-weekly basis (see Appendix A).
 - 3.12.2.5 Transaction reports can be generated by the BTS to ensure accuracy.
 - 3.12.2.6 Invoicing shall reflect data in the BTS. Any incorrect or missing tickets will be identified during the ticket approval process. The Contractor shall communicate any ticket discrepancies as soon as possible to OC San.
 - 3.12.2.7 These requirements transfer to any new or equivalent systems or processes implemented in the future.

3.13 Permits, Compliance, and Records

- 3.13.1 Contractor shall hold and maintain all valid federal, state, and local permits, licenses, and other approved legally required documentation to process biosolids.
- 3.13.2 Contractor shall submit all regulatory documents as part of its Biosolids Management Plan in its Contract.
- 3.13.3 Renewal of these documents shall be provided to OC San upon issuance and shall be available at the site.
- 3.13.4 The Contractor shall demonstrate compliance with all federal, state, and local regulatory standards (see Section. 4 Deliverables).
- 3.13.5 Contractor shall submit copies of ALL reports submitted by the Contractor to regulators and any other reports required by OC San in accordance with Section. 4 Deliverables.
- 3.13.6 Contractor shall notify OC San of any regulatory changes affecting the facility or hauling as soon as possible. The notification shall include how the changes impact the facility and the Contractor's plan for addressing the changes. Contractor shall provide a copy of any regulatory requirement changes, reports, and correspondence as described in Section. 4 Deliverables.

- 3.13.7 The Contractor shall report any violations or investigations to the appropriate authority immediately as well as to OC San within 24-hours with a follow-up incident report as referenced in Section. 4 Deliverables
 - 3.13.8 Contractor shall submit annual biosolids compliance data as requested for OC San's annual biosolids compliance report and shall conform to reporting formats specified by OC San, including electronic reporting in January, for OC San to submit timely reports by the February 19th deadline. (Appendix A).
 - 3.13.8.1 OC San reserves the right to contact the Contractor's regulators.
 - 3.13.9 OC San may require additional supplemental reports, data, or plans as needed.
 - 3.13.10 OC San encourages its biosolids contractors to build strong relationships with their surrounding community. Contractor shall document and provide to OC San a report of all public participation, proactive outreach, and communication efforts as part of its monthly report (Section 4 Deliverables). Contractor shall provide advanced notice to OC San of Contractor's public participation efforts, such as community meetings, as required by Appendix A. Contractor shall provide OC San with names and contact information for persons who would benefit from receiving periodic OC San stakeholder updates.
- 3.14 Contractor Performance
- 3.14.1 OC San reserves the right to withhold loads for any reason, including but not limited to:
 - 3.14.1.1 Contractor not meeting any elements of the Scope of Work or Contract requirements.
 - 3.14.1.2 Contractor not adequately addressing neighbor complaints, potential onsite nuisances, or any other concern documented in an inspection.
 - 3.14.1.3 Contractor not conforming to the BCR document (Appendix A). OC San periodically updates and reissues this document to Contractor.
 - 3.14.1.4 Contractor's Subcontractor(s) not meeting or conforming to any one of the requirements, which are the responsibility of the Contractor to ensure conformance.
 - 3.14.1.5 Contractor is not complying with appropriate marketing and use of the product.
 - 3.14.2 Repeated issues with performance can be grounds for termination of the Contract.
- 3.15 Land Application Facility
- 3.15.1 The Contractor shall post at least at each beneficial site entrance the Contractor's telephone number, answered 24 hours a day, seven days a week, for questions or complaints. In addition, OC San encourages (but not limited to) the use of web sites, brochures, periodic public educational tours, building ongoing relationships with neighbors, regulators, and other interested parties.
 - 3.15.2 Contractor shall not cause nuisance, including dust, odor and vectors, and visual impact at each designated site.
 - 3.15.3 Contractor shall adequately staff and maintain biosolids management sites in accordance with all applicable federal, state, local regulations, and BCR (Appendix A).
 - 3.15.4 Contractor shall document compliance of biosolids management sites in accordance with all applicable federal, state, and local regulations.

- 3.15.5 The Contractor shall not store biosolids from any supplier for more than one (1) day without submittal and acknowledgement of the Contractor's corrective and preventive action plan.
- 3.15.6 For processes and products that are a mixture of biosolids from different sources and other additives, the Contractor shall track all OC San biosolids through processing and marketing or beneficial use. If there is a batch of product that does not meet specifications, the Contractor shall inform OC San within 24 hours (see Section 4.6). The follow-up incident report shall include corrective and preventive actions and improvements to quality control.
- 3.15.7 The Contractor shall develop, maintain, and conform to site-specific health and safety plan including training, reporting procedures and regular reviews and updates.
- 3.15.8 The Contractor shall properly manage and document hazardous wastes.
- 3.15.9 OC San conducts unannounced inspections to ensure Contractor is complying with contractual requirements. Contractor shall cooperate with all periodic inspections and audits by OC San, or local, state, and federal regulators.
 - 3.15.9.1 Inspections may include questioning and taking pictures onsite.
 - 3.15.9.2 In response to OC San and regulatory inspection findings, the Contractor shall provide OC San within five (5) business days a written incident report including root cause analysis, detailed corrective and preventive action plans, and pictures when appropriate.
 - 3.15.9.3 The Contractor shall take corrective and preventive actions to address root causes of OC San findings, especially when issues could result in nuisance complaints or compliance concerns.
 - 3.15.9.4 OC San is willing to discuss and negotiate findings with Contractor to ensure they are fair and reasonable.
 - 3.15.9.5 The Contractor shall allow access to OC San staff for inspections and shall not unreasonably restrict access.

3.16 Marketing

- 3.16.1 It is the responsibility of the Contractor to develop, maintain, and implement markets of crops grown with biosolids.
- 3.16.2 The Contractor shall ensure that the product from the land application process has suitable and sustainable market(s).
- 3.16.3 Should it appear to OC San that the Contractor is not complying with appropriate marketing and use of the product, OC San may take corrective steps, such as reducing the tonnage sent to the facility.
- 3.16.4 The Contractor shall report changes to the market outlets or other market related information submitted in the marketing plan with the monthly report as detailed in Section 4 Deliverables.

3.17 Conformance with OC San's Biosolids BMS

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

3.18 Cost Adjustments

- 3.18.1 Due to the volatility of diesel fuel prices, OC San has issued contracts for biosolids management that include fuel adjustments that reflect the variability of diesel prices.
- 3.18.2 As shown on the Cost Form the fuel adjustment is based on a formula provided by OC San, which requires Contractor to provide a specific "Multiplier". Among other variables, the multiplier typically considers distance and fuel efficiency of vehicles.
- 3.18.3 The Multiplier provided is multiplied by the difference in average diesel cost per gallon in the previous month in California minus \$4.803, which is the base diesel fuel price per gallon in California for January 2022 (U.S. Energy Information Administration, Data 6 tab, "California No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)").
- 3.18.4 The fuel adjustment Multiplier will be included in the evaluation of overall cost.
- 3.18.5 The Contractor shall include the monthly fuel adjustment (credit or debit) on the monthly invoice.
- 3.18.6 Because fuel comprises approximately 10% of the Consumer Price Index (CPI), the Contractor may request up to 90% of the CPI Adjustment after two (2) years from the effective date of the Notice to Proceed and annually thereafter in accordance with Contract terms.

3.19 Back Charge:

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

3.20 Coordination

- 3.20.1 Contractor shall participate in OC San-required conference calls or Microsoft Teams (or current OC San software) meetings to review performance, issues, upcoming projects, and generally ensure effective communications coordination between OC San and Contractor at no cost to OC San. (Appendix A).

4 DELIVERABLES

- 4.1 The Contractor shall provide biosolids management service that requires removal or acceptance of delivery, and the transportation of biosolids from OC San's Reclamation Plant No. 1 or Treatment Plant No. 2 or both, for quantities as determined and directed by OC San as described above.
- 4.2 The Contractor shall submit a Biosolids Hauling Plan and Biosolids Management Plan as part of the submittal package to demonstrate conformance with Appendix A.
- 4.3 The Contractor shall submit the following information to the OC San Project Manager at **least 30-days prior to proceeding with the work under this Contract:**
 - 4.3.1 The Training Checklist for hauling that ensures the Contractor's dispatcher has trained staff on OC San requirements at least 30-days prior to the commencement of work.

- 4.3.2 Names and emails for staff that will need access to OC San's Biosolids Tracking System.
- 4.3.3 A list of driver names and trailer numbers that will be used to haul the material.
- 4.3.4 OC San New Driver and New Trailer Approval forms completed and submitted by the hauling dispatcher (Appendix A).
- 4.4 BCR Updates: The Contractor shall meet requirements for reporting in the current version of the BCR (Appendix A), which is updated periodically. Updated versions and requirements are posted to www.ocsan.gov/bcr and contractors are notified when updated versions are made available. The Contractor shall download and conform to future updates.
- 4.5 Monthly Reports: The Contractor shall meet reporting requirements in the BCR. The Contractor shall email a monthly report by the 15th of each month to the OC San Project Manager for the previous month's activities. The monthly report shall include:
 - 4.5.1 Statement affirming that the facility was in compliance with all regulations and requirements and explaining any exceptions with relevant back-up included.
 - 4.5.2 A report detailing each of the land application fields, whether they were planted, harvested, spreading biosolids, or fallow along with at least prior 12-month history. See example report in BCR (Appendix A).
 - 4.5.3 Copies of all letters and reports submitted to regulatory agencies.
 - 4.5.4 Copies of all regulatory inspection reports.
 - 4.5.5 Copies of renewed or updated permits or regulatory requirements originally submitted as part of the Biosolids Management Plan.
 - 4.5.6 Changes to the Biosolids Management Plan that was submitted as part of the original Work Plan or later revisions thereof.
 - 4.5.7 Updated driver list (quarterly).
 - 4.5.8 Copies of all related product testing results from certified labs.
 - 4.5.9 Distribution to markets (volumes or tonnages to each market and the county the market is in).
 - 4.5.10 Volumes or tonnages of any material stored onsite or within the system including how much final crop product is stored onsite.
 - 4.5.11 Contractor shall document and provide to OC San a report of all public participation, proactive outreach, and communication.
- 4.6 Contractor Notifications and Incident Reports to OC San
 - 4.6.1 In conformance with the requirements set forth above and the requirements in the BCR (Appendix A), the Contractor shall notify OC San of the following and provide a corresponding incident report within 48-hours.
 - 4.6.1.1 Within 30 minutes of any traffic incident or biosolids released during transportation, Contractor shall notify OC San's 24-hour Control Center (714-593-7025).
 - 4.6.1.2 Within 24 hours of any:
 - 4.6.1.2.1 Incident of non-compliance including notices of violation
 - 4.6.1.2.2 Complaint received
 - 4.6.1.2.3 Public or media questions received
 - 4.6.1.2.4 Regulatory inspection

- 4.6.1.2.5 Verbal notification from regulator that an Area of Concern, Violation, or other notice of regulatory non-compliance may be received in the future
- 4.6.1.2.6 Receipt of regulatory non-compliance or Areas of Concern or any other action taken by an enforcement agency regarding non-compliance with permit provisions or general applicable regulatory standards (provide OC San a copy of the regulatory document with notification)
- 4.6.1.2.7 Discovery of a regulatory non-compliance for which the Contractor will be notifying the regulatory agency
- 4.6.1.2.8 Accidents or health and safety incidents related to biosolids hauling, processing, or marketing/reuse
- 4.6.1.2.9 Product batches that do not meet specifications
- 4.6.1.2.10 Regulatory-defined "Special Occurrences" on-site
- 4.6.1.2.11 Regulatory inspection report received
- 4.6.1.2.12 Critical equipment breakdowns and corrective and preventive actions
- 4.6.1.2.13 Significant changes (including temporary and interim changes) to processes, input, outputs, and markets.
- 4.6.1.3 Incident reports shall include the information regarding the incident, which regulatory requirements are impacted (if any), regulatory notifications made (if any), the Contractor's response, root cause analysis, detailed corrective and preventive actions, and pictures when appropriate. The Contractor shall take corrective and preventive actions to address root causes.
- 4.6.1.4 The Contractor shall notify OC San of maintenance shutdowns by Wednesday of the preceding week in order for OC San to properly schedule loads for the week of the shutdown.
- 4.6.1.5 In the event of any process interruption after biosolids are received at the biosolids management sites, Contractor shall notify OC San as soon as possible, but within 24 hours. OC San will likely discontinue loads until the process is restored.
- 4.6.1.6 In response to OC San inspection findings, the Contractor shall provide OC San within five (5) business days a written incident report including root cause analysis and detailed corrective and preventive action plans. The Contractor shall take corrective and preventive actions to address root causes of OC San findings, especially when issues could result in nuisance complaints or compliance concerns.
- 4.7 Invoices: The Contractor shall generate a **separate invoice for each plant after the end of each month** and the Contractor shall submit the following documentation for each of the previous month's loads hauled from OC San as back-up for the electronic invoice. Monthly billing invoices shall match tonnages contained in OC San's records, unless an alternative method is approved by OC San. The invoices shall be emailed to the OC San Project Manager and OC San Accounts Payable (APStaff@ocsan.gov).
 - 4.7.1 Date
 - 4.7.2 Trailer identification number
 - 4.7.3 OC San weight ticket number

- 4.7.4 Net wet tons contained in each trailer
 - 4.7.5 Total daily tons received at Contractor's facility from OC San
 - 4.7.6 Total monthly tons received at Contractor's facility from OC San
 - 4.7.7 Total number of loads received at Contractor's facility from OC San
- 4.8 OC San reserves the right to withhold payment if incomplete or incorrect information is provided with invoices or monthly reports.

5 SAFETY AND HAZARDOUS MATERIALS

- 5.1 Safety is the top priority at OC San. Therefore, the Contractor and any Subcontractor shall follow all state, federal, and local safety standards. Failure to do so could result in removal and permanent suspension from OC San's property.

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

The Contractor shall develop and maintain a Site-Specific Safety Program for the worksite, in accordance with OC San Construction Safety Standards. The Plan shall include a description of the work to be performed, highlighting the hazard analysis for each general site condition(s) and specific work task(s), as follows:

- Identification of the Contractor's management, supervision, competent, and qualified persons
- Identification of precautions to be implemented
- Decision logic for the utilization of personal protective equipment
- Site access control, including security measures
- Emergency response plan
- Incident reporting methodology
- Safety Data Sheet inventory list; all Cal/OSHA recognized carcinogens or reproductive hazardous materials shall be denoted and highlighted on the inventory list
- Training and certification documentation
- Communication methodology
- The Drug Free Workplace program if not included in the Injury and Illness Prevention Program
- Measures to mitigate public exposure to hazards as applicable
- The Contractor shall submit its Site-Specific Safety Program to OC San for review no later than fifteen (15) days after the effective date of the Notice to Proceed and prior to commencement of Work.

- 5.2 **Contractor shall be aware of the use of bleach, hydrogen peroxide, ferric chloride, acid and caustic soda and the potential presence of hazardous gases in and around the plants.**

- 5.3 There are various alarm systems installed to alert employees of possible hazardous conditions. The Contractor shall instruct its employees of these dangers and that they shall evacuate the area, including tunnels, immediately should an emergency situation occur.

- 5.4 Contractor is advised that digesters are classified as Class 1, Division 1, Hazardous Areas both inside and to a distance of five (5) feet beyond all the exterior walls and roof, and to a distance of ten (10) feet beyond all existing gas handling equipment.
- 5.5 Contractor shall take all necessary safety precautions required to meet all safety requirements for work in areas as designated above, at no additional cost to OC San.
- 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 OC San 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 OC San Project Manager of near misses or injuries within 24 hours. Contractor shall transmit to the OC San Project Manager written investigations of accidents and injuries encountered during work within five (5) business days.

6 STAFF ASSISTANCE

Contractor will be provided with the name and contact information of the OC San Project Manager at the start of the Contract. Upon award of the Contract, all questions should be addressed to the OC San Project Manager as the primary point of contact for OC San.

EXHIBIT B
COST PROPOSAL FORM
For
Biosolids Direct Land Application

**** All Proposers must upload the Cost Proposal Form at the time of Proposal submission.***

**EXHIBIT B
COST PROPOSAL FORM
BIOSOLIDS LAND APPLICATION SERVICES
SPECIFICATION NO. S-2022-1296BD**

COMPANY NAME: Tule Ranch/Magan Farms

Contractor does hereby propose to provide services in accordance with all provisions of the Request for Proposals and the Specifications for the following price.

For the purposes of RFP scoring and evaluation, **OC San will only evaluate the 170 tpd cost provided by Proposer in Table 1.** Proposers must fill-in all fourteen (14) fields. The Proposer must fill-in the fail-safe scenarios specified in Table-2, which will not be considered in the evaluation process. The term of the contract is a potential period of ten (10) years, consisting of an initial one (5) year term followed by five (5) one (1) year options to renew. The tons listed below are tons provided by OC San, but this is an estimated usage only and not guaranteed by OC San. The tons provided by OC San vary on a week-to-week basis. Daily tonnage can be up to about 300 tons per day.

Table 1: Price to Manage Biosolids at Land Application Facility

Approximate Wet Tons of Biosolids Per Day ^a	Site Name	Site Capacity Available for OC San biosolids TOTAL TPD: 530 (at least 530 tpd)	Tip/Gate Price ^b	Hauling Rate ^c	Fuel Adjustment Calculation (FAC) ^d FAC = A (\$8.000 - \$4.803) A = Multiplier Insert Multiplier: <u>3.85</u>	Total Cost per Ton (Tip+Haul+Fuel Adjustment) ^e	Annual Estimate Total Cost (Total Cost per Ton x Tons of Biosolids per day x 365 days per year) ^f
170 tpd Daily expected tonnage	Tule Ranch Land App	<u>170</u> tpd	<u>8.50</u> /ton	<u>55.50</u> /ton	<u>12.31</u>	<u>\$76.31</u> /ton	<u>\$ 4,735,036</u>
530 tpd Fail-safe Capacity	Tule Ranch Land App	<u>530</u> tpd	<u>10.50</u> /ton	<u>65.00</u> /ton	<u>12.31</u>	<u>\$ 87.31</u> /ton	<u>\$ 16,986,845</u>

- For the purposes of RFP scoring and evaluation, OC San will only evaluate the 170 tpd daily expected tonnage line item. The 530 tpd fail-safe capacity line item is for planning purposes and will not be evaluated in the scoring process.
- OC San may utilize the fail-safe tip/gate price in the event OC San needs to have alternative haulers deliver biosolids to the site / facility.
- The Fail-safe hauling rate may incorporate the use and cost for additional sub-contractors as needed to meet the difference in routine hauling and the fail-safe hauling demand.
- Proposer must provide a "Multiplier" for the fuel adjustment formula. Failure to do so may deem the Proposal as non-responsive. The "Multiplier" is multiplied by the difference in diesel cost from an assumed \$8.000 monthly average diesel fuel price per gallon in CA minus \$4.803, which is the base diesel fuel price per gallon in CA for January 2022. See below for explanation of fuel adjustment calculation (FAC) and example. For the purposes of this contract, the Proposer will use the FAC formula below.

- e. The Total Cost per Ton is based on the tip/gate price plus the hauling rate plus the example FAC. The actual fuel adjustment will vary each month based on the FAC formula and the price of fuel above or below the baseline. Purchasing will use this example calculation to base the contract's not-to-exceed value. The monthly fuel adjustment will be added or subtracted as an individual line item on the Contractor's monthly invoice.
- f. The Total Annual Contract NTE is calculated for each line item (routine hauling and fail-safe capacity) by multiplying the Total Cost per Ton by the Tons of Biosolids per day by 365 days per year.

Fuel Adjustment Calculation = A (X - 4.803)

- A is the Proposer's designated Multiplier.
- X is the average monthly diesel fuel price per gallon for California used for the specific month for billing. Average diesel fuel price for California is based on U.S. Energy Information Administration (www.eia.gov/petroleum/gasdiesel), Data 6 tab, California No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon).
- **\$4.803** is the base price for diesel fuel (CA) for January 2022 (www.eia.gov/petroleum/gasdiesel). The base price is used to calculate the difference of the cost of diesel fuel with current value. The difference is multiplied by Proposer's Multiplier.
- **Example:** Fuel Adjustment = 3.5 (\$8.000 - \$4.803) = \$3.197
 - 3.5: This is a Multiplier that includes variables such as the Total Miles Round Trip, Fuel Efficiency (mpg), and estimated load (25 tons). Note that this multiplier is an example. Proposer must provide a multiplier which may include other variables.
 - \$8.000: Monthly average of diesel fuel in CA.
 - \$4.803: Base price of diesel fuel in CA for January 2022.

COMPANY NAME: Tule Ranch/Magan Farms

AUTHORIZED SIGNATORY: Betty Magan

(Signature)

Betty Magan

(Print)

TITLE: Owner

Table 2: Fail-safe Back-up Biosolids Management Options Pricing^a

Contractor shall have fail-safe back-up and/or alternative options, such as lime stabilization, landfill, and/or composting, at the ready in the case that OC San has a process disruption and produces sub-Class B biosolids or otherwise requires use of an alternative to the option(s) in Table 1. The combined options' capacity shall total at least 530 tpd. The Contractor is required to provide pricing for alternative sites.

Facility Name	Process / Treatment Description (e.g., landfill, lime stabilization, compost, other)	Location (Address)	Fuel Adjustment Calculation (FAC) FAC = A (8.000 - \$4.803) A = Multiplier	Fail-safe Capacity Tonnage and Cost for Routine & Interim-term Routes ^b TOTAL TPD: 530 (at least 530 tpd)	Fail-safe Capacity Tonnage and Cost for Short-term Routes ^b TOTAL TPD: 530 (at least 530 tpd)
Tule Ranch	Lime Stabilization	3895 W. 19th. Somerton, AZ 85366	Multiplier: 3.85 \$ 12.31	530 tpd \$ 102.31 /ton	530 tpd \$ 102.31 /ton
South Yuma County Landfill	Landfill	19535 South Ave 1E Yuma, AZ 85365	Multiplier: 3.85 \$ 12.31	530 tpd \$ 116.81 /ton	530 tpd \$ 116.81 /ton
			Multiplier: _____ \$ _____	_____ tpd \$ _____ /ton	_____ tpd \$ _____ /ton
			Multiplier: _____ \$ _____	_____ tpd \$ _____ /ton	_____ tpd \$ _____ /ton

- Proposer must fill-in the designated fuel adjustment calculation, tons per day capacity, and total cost per ton cost/ton specified in Table 2. Table 2 will not be weighed in the evaluation of the Proposal.
- In order to utilize the reduced pricing in the "Routine/ Interim-Term Hauling Cost" column of this table, OC San will commit to a routine schedule of Monday through Friday for at least six (6) weeks. Otherwise, the pricing in the "Emergency I Short-Term Hauling Cost" column of this table will be utilized.