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DEWATERED BIOSOLIDS TRANSPORTATION AND BENEFICIAL USE SERVICES **AGREEMENT**

This Agreement is made and entered into this day of	20
("Contract Date"). The Agreement is between the following parties:	
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City The City of San José a municipal corneration and	
City: The City of San José, a municipal corporation, and	

Contractor: Synagro West, LLC, a limited liability company.

The City and Contractor Agree as Follows:

- 1. The Contractor will provide Dewatered Biosolids Transportation and Beneficial Use Services ("Services") as set forth in this Agreement.
- 2. This Agreement incorporates the following exhibits by reference:

General Terms and Conditions Exhibit A:

Exhibit B: Scope of Services

Exhibit B-1: Technical Requirements and Standards Exhibit B-2: Dewatering Facility 100% Design Drawings

Exhibit B-3: Synagro's Operations Plan, Contingency Plan, and Spill

Response and Safety Plan

Exhibit C: Compensation

Exhibit C-1: Sample Calculation for Base Rate Adjustment

Exhibit D: Administrative Charges

Claims and Dispute Resolution Exhibit E: Exhibit F: Labor Compliance Addendum

Exhibit F-1: City of San José Classification Determination

Insurance Requirements Exhibit G:

Form of Payment and Performance Bonds Exhibit H:

Notice of Exercise of Option Exhibit I:

- 3. This Agreement is effective on the Contract Date. It expires on June 30, 2029 ("Initial Term") unless terminated earlier in accordance with Section 21 of Exhibit A. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional two-year terms ("Option Term(s)") through June 30, 2033, by issuing a Notice of Exercise of Option as set forth in Exhibit I.
- 4. Maximum Compensation means the total, maximum amount the City will pay the Contractor for all Services required by this Agreement. The Maximum Compensation, and the way the City will pay it, is set forth in **Exhibit C**.
- 5. The Director of the Department of Environmental Services ("Director") will administer this Agreement.

6.	provid		ox is checked, ction 4 of Exh		r ca	annot use subcontractors except as
		☑ If this box is checked, the Contractor will use the following subcontractors for the specified areas of work except as provided in Section 4 of Exhibit A.				
		Sul	ocontractor's	Name		Area of Work
	1.	Jess Ran	ch Trucking, lı	nc.		Transportation
			e Trucking, Ind			Transportation
		RTI Envir Rogers Ti		ng business as	S	Transportation
7.	The C	city's cont	tract manager	("City's Contra	act l	Manager") is:
	Na	me: Nor	a Cibrian		PI	hone: (408) 635-4011
	De	partmen	t: Environme	ntal Services	Eı	mail: nora.cibrian@sanjoseca.gov
	Ма	iling Add	dress: 700 Lo	os Esteros Roa	ad,	San José, CA 95134
	The C	Contracto	r's contract ma	anager ("Contr	acto	or's Contract Manager") is:
			anpreet Kaur			Phone : (279) 666-3136 x5
		Mailing Address: 3110 Gold Canal Drive Suite E, Rancho Cordova, CA 95670			ve	Email: skaur@synagro.com
	_	st File m 700?	Yes	⊠ No		On file Filed: Not Applicable
8.	The City will not process this Agreement unless the Contractor indicates which of the following certifications is applicable. See Section 9 of Exhibit A .					
	The Contractor has a permanent place of business in California or is registered with the California Secretary of State to do business in California. The Contractor will file a California tax return and withhold on payments of California source income to nonresidents when required. If the Contractor stops having a permanent place of business in California or stops doing any of the above, the Contractor will promptly notify the City as specified in Section 22 of Exhibit A .					
		If the Contractor cannot make the above certification, it acknowledges and agrees to give the City the applicable tax forms issued by the Internal Revenue Service and California Franchise Tax Board, as specified in Section 9 of Exhibit A .				

The authorized representative(s) of each party executes the Agreement as follows:

City of San José:		Contractor:	
By Name: Title:	 Date	By Roosevelt C. Davis Jr. Director, Contract Operations	Date
City Attorney approval as to form:			
Matthew Tolnay Deputy City Attorney	Date		

Exhibit A: General Terms and Conditions

1. General:

- **1.1 Director's Designee:** Reference to "Director" includes the Director's designee.
- **1.2 Person:** "Person" refers to both a person and an entity.
- 2. Entire Agreement/Amendments: The Agreement is the parties' full understanding on the matters herein. It supersedes prior communications and understandings on such matters. The parties can modify the Agreement only by written amendment.

3. Services:

The Contractor must perform the Services to the Director's satisfaction.

- **Service Plans and Changes:** In any case where a provision of this 3.1 Agreement is contrary to a provision in **Exhibit B**, **Exhibit B** prevails. Plans included in **Exhibit B** may be modified by mutual written agreement of City and Contractor. Contractor must submit to the City's Contract Manager, in writing, any proposed change to Contractor's Operations Plan, Contingency Plan, and Spill Response and Safety Plan not less than sixty (60) calendar days prior to the proposed date of implementation. The City's Contract Manager may provide written comments on such proposed change to Contractor no later than thirty (30) calendar days after receipt of proposal, and in such event, Contractor agrees to revise the Plan to address such comments and submit the revised Plan to the City's Contract Manager within fourteen (14) calendar days after receipt of the City's Contract Manager's comments. Contractor may not implement any changes without the prior written approval of the City's Contract Manager. City will not unreasonably withhold approval of change requests if the changes meet the City's Technical Requirements and Standards.
- 3.2 Demonstration Project(s): City may conduct demonstration projects that temporarily change the quantity of dewatered biosolids available from the Dewatering Facility and the corresponding level of Services required. Each demonstration project will be limited to no more than ten percent (10%) of the RWF's annual dewatered biosolids amount and to a term of no more than twelve (12) months if implemented. If a demonstration project affects the quantity of biosolids available for transportation and beneficial use, the Parties agree to temporarily reduce Contractor's Percent Share. A proportional reduction in the Percent Share shall be applied to all contractors that provide biosolids transportation and beneficial use services to the City.

If the demonstration project is to be conducted by Contractor, Contractor and Director shall execute a letter of agreement prior to the start of the demonstration project. The letter of agreement shall set forth the terms of the demonstration project including costs and compensation, operating parameters, and duration. If a demonstration project affects the cost of providing Transportation and Beneficial Use Services, the costs set forth in the letter of agreement may include an adjustment to the Contractor's per ton Base Rate otherwise payable to Contractor under this Agreement to reflect the benefits and/or burdens of the demonstration project.

3.3 Ownership of Materials: Title to the biosolids which meet the characteristics set forth in Table 1 of Exhibit B at the time of loading into Contractor's vehicle at the RWF Dewatering Facility shall pass to Contractor at such time as the biosolids are loaded into Contractor's vehicle at the RWF Dewatering Facility. Title to biosolids which do not meet the characteristics set forth in Table 1 of Exhibit B at the time of loading into Contractor's vehicle at the RWF Dewatering Facility shall at all times remain with the City and shall not pass to Contractor. The Parties acknowledge and agree that determination of conformance with the characteristics set forth in Table 1 of Exhibit B may occur after biosolids have been loaded into Contractor's vehicle at the RWF Dewatering Facility, but transfer of title shall be solely determined based upon the conformance or non-conformance at the time of loading of biosolids into Contractor's vehicle at the RWF Dewatering Facility so that any action or inaction by Contractor prior to or after loading that causes any nonconformance shall not be basis for the title to revert to the City. The burden shall be on Contractor to demonstrate that any biosolids loaded into Contractor's vehicle(s) at the RWF Dewatering Facility failed to meet the characteristics set forth in Table 1 of Exhibit B.

4. Subcontractors:

- 4.1 Subcontractor Use: The Contractor must obtain the Director's written consent before doing either of the following: (a) using a subcontractor if the Contractor is not authorized to use subcontractors in Section 6 of the Agreement, and (b) using a different subcontractor than one listed in Section 6 of the Agreement if the Contractor is authorized to use subcontractors. The use of a subcontractor to perform Services under this Agreement will not constitute delegation of Contractor's duties.
- **4.2 Subcontractor Work:** Contractor is responsible for directing the work of Contractor's subcontractors and any compensation due or payable to Contractor's subcontractor will be the sole responsibility of Contractor. The Contractor warrants all Services and deliverables provided by any subcontractor it uses, and represents that each such subcontractor is

specially trained, experienced, and competent to perform its portion of Services. The Director reserves the right to require the removal of any approved subcontractor for reasonable cause.

5. Change in Law: City and Contractor understand and agree that the California Legislature and other governmental entities have the authority to make comprehensive changes in solid waste management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Contractor agrees that the terms and provisions of the San José Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement. In the event any future change in the San José Municipal Code or in any federal, state, county or other local agency law, ordinance or regulation materially alters the obligations of either party, then the affected service rates, as established in **Exhibit C**, of this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which are required in order to implement changes in law. When such modifications are made to this Agreement, City and Contractor shall negotiate in good faith a reasonable and appropriate compensation for any increase or decrease in the services or other obligations required of Contractor due to any modification in the Agreement. City and Contractor shall not unreasonably withhold agreement to such adjustment.

Notwithstanding a change in law, Contractor agrees that any increase in cost to Contractor associated with modifying operations, sites, or facilities to meet obligations of service to persons other than the City will not be recovered through the adjustment.

Contractor acknowledges that any potential increase in cost to Contractor associated with modifying the operations, sites, and facilities; or securing the necessary entitlements that may be required to implement the initial required services under the terms of this Agreement were factored into the proposed compensation.

5.1 Senate Bill 1383: City and Contractor are aware that SB 1383, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, became law in 2016. As of the Effective Date of this Agreement, CalRecycle and other State regulatory agencies have developed regulations to implement the requirements established in SB 1383, which are expected to become operative on January 1, 2022, and additional statewide legislation may also be enacted which may change legal requirements on jurisdictions and facilities as it relates to the processing organic waste. Considering the Services that Contractor is contracted to provide to the San José-Santa

Clara Regional Wastewater Facility, City and Contractor may be impacted by such legislation regulating the processing of organic waste.

Contractor will provide support and reporting required by SB 1383 and its regulations and Contractor agrees to comply with all laws and regulations adopted pursuant to SB 1383 to ensure City meets its responsibilities to comply with the processing, reporting, auditing, and diversion obligations required by SB 1383 and its regulations for organic waste. Any additional cost associated with the program support, reporting, and regulatory compliance related to SB 1383 will not be considered a cost subject to additional compensation from the City due to a change in law.

- 6. Contractor's Contract Manager and Staffing: The Contractor's Contract Manager must be authorized to act on the Contractor's behalf. The Contractor cannot do either of the following without the Director's prior written approval: (a) remove or replace Contractor's Contract Manager, and (b) change the persons listed by the Contractor as being principally responsible for providing the Services. Notwithstanding the foregoing, the Contractor may remove Contractor's Contract Manager without the Director's prior written approval, if exigent circumstances reasonably require the removal of the Contractor's Contract Manager and so long as the Contractor immediately replaces the person serving as the Contractor's Contract Manager with an employee qualified to serve in such a role. In instances where Contractor removes Contractor's Contract Manager without the Director's prior written approval due to exigent circumstances, Contractor shall immediately inform the Director of any such removal and provide the Director with all necessary information, including contact information, related to the appointment of the Contractor's Contract Manager.
- 7. Independent Contractor: The Contractor has complete control over its operations and employees and is an independent contractor. The Contractor is not an agent or employee of the City. The Contractor does not represent or act as the City's agent or employee. The Contractor does not have any rights to retirement benefits or other benefits accruing to City employees, and expressly waives any claim it may have to any such rights.
 - **7.1 Subcontracts:** The Contractor is solely responsible for selecting, managing, and compensating any Person with whom it contracts in furtherance of the Agreement.
 - **7.2 Indemnity:** The Contractor will place in each subcontract indemnity obligations in favor of the City in the exact form and substance of those contained in Section 11 of this **Exhibit A**.
- 8. Standard of Performance: Contractor represents and warrants that it has the expertise and qualifications to complete the Services described in **Exhibit B** of this Agreement, entitled "Scope of Services," and that every individual charged

with the performance of the Services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. City expressly relies on Contractor's representations regarding its skills, knowledge, and certifications. Contractor will perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.

- **8.1 Administrative Charges:** If Contractor fails to perform the Services as set forth in this Agreement, the City may assess an administrative charge against Contractor and deduct such charge from any monies due or which may become due to Contractor for the acts or omissions listed in **Exhibit D**.
- **9. Tax Forms Required:** The following are conditions on the City's obligation to process any payment under the Agreement.
 - 9.1 U.S. Based Person: If the Contractor is a U.S. based Person, the Contractor acknowledges and agrees that the Contractor is required to provide the City with a properly completed Internal Revenue Service Form W-9 before the City will process payment. If the Contractor is a U.S. based Person but has neither a permanent place of business in California nor is registered with the California Secretary of State to do business in California, the Contractor acknowledges and agrees that the Contractor is required to provide the City with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income.
 - **9.2 Non-U.S. Based Person:** If the Contractor is not a U.S. based Person, the Contractor acknowledges and agrees that the Contractor is required to provide the City with the applicable Internal Revenue Service form related to its foreign status and a California Franchise Tax Board form related to nonresident withholding before the City will process payment.
- 10. Payment and Performance Bonds: Contractor agrees to furnish to the City Clerk, and keep current, annual renewable payment and performance bonds in a form substantially as set forth in Exhibit H ("Form of Payment and Performance Bonds") to this Agreement or in such other form as is acceptable to the City Attorney, for the faithful performance of this Agreement and all obligations arising hereunder in an amount not less than \$6,500,000.00 each. If the term of this Agreement is extended, Contractor shall continue to keep current its annual renewable payment and performance bonds.
 - **10.1 Licensed Surety:** The Performance Bond must be executed by a surety company licensed to do business in the State of California; having an "A-"

- or better rating by A. M. Best or Standard and Poors; and included on the list of surety companies approved by the Treasurer of the United States.
- 10.2 Letter of Credit: As an alternative to the Performance Bond required by Section 10, if approved by the City Manager or designee, Contractor may deposit with City an irrevocable letter of credit in an amount as set forth in Section 10. If allowed, the letter of credit must be issued by an FDIC insured banking institution chartered to do business in the State of California, in City's name, and be must callable at the discretion of City.
- 11. Indemnification: The Contractor will defend, indemnify and hold harmless the City and its officers, employees and agents against all claims, losses, damages, injuries, expenses or liabilities (collectively "Indemnifiable Event") to the extent such Indemnifiable Event arises out of, pertains to, or relates to any of the following: (a) the Contractor's negligent performance of any Services, (b) any negligent act or omission, recklessness or willful misconduct of the Contractor, any of its subcontractors, anyone directly or indirectly employed by either the Contractor or any of its subcontractors, or anyone that they control, (c) any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person(s) caused by the City's use of any Services, deliverables or other items provided by the Contractor pursuant to the requirements of this Agreement, or (d) any breach of this Agreement.
 - **11.1 Applicable Law/Duty to Defend:** The Contractor's indemnity obligations apply to the maximum extent allowed by law and includes defending the City, its officers, employees, and agents. Upon the City's written request, the Contractor, at its own expense, must defend any suit or action that is subject to the Contractor's indemnity obligations.
 - **11.2 Insurance:** The City's acceptance of insurance in accordance with Section 12 of this **Exhibit A** does not relieve the Contractor from its indemnity obligations. The Contractor's indemnity obligations apply whether the required insurance covers any damages or claims for damages.
 - **11.3 Survival:** The Contractor's indemnity obligations survive the expiration or earlier termination of the Agreement.
 - **11.4 Damage to Public or Private Property:** Contractor agrees to, at its sole expense, repair in kind, or as the City direct, any damage to public or private property that occurs in connection with Contractor's performance of the Services. Examples of public property include the RWF Dewatering Facility, streets, and sidewalks.

Contractor: Synagro West, LLC December 2022

- 11.5 Spillage and Litter: Contractor must conduct Services so that no biosolids spill out of the vehicles. During transport, all biosolid collected shall be contained, covered, or enclosed so that leaking, spilling, and blowing of the biosolids are prevented. If there is a spill, Contractor will notify the City within three (3) hours of the spill and of its cleanup plan. City reserves the right to require modifications to Contractor's cleanup plan. Contractor will clean up the spill from the street surface or any other area in compliance with Contractor's cleanup plan, as modified in response to City required modifications, and all laws.
- **11.6 Tickets and Fines:** Contractor is responsible for the payment of all tickets, fines and penalties imposed arising from providing the Services including fines or tickets for exceeding the maximum legal weight limit.
- 11.7 Withholding Payment: City may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect City from loss because of defective work not remedied or other damage to the City occurring in connection with Contractor's performance of the Services. City will provide written documentation in support of such withholding upon Contractor's request. When the grounds for withholding payment are removed, City agrees to pay Contractor the amounts withheld.
- 12. Insurance Requirements: The Contractor must comply with the insurance requirements in Exhibit G for the Agreement term. Before performing any Services, the Contractor must submit to the City's designated risk manager ("Risk Manager"), for the Risk Manager's written approval, documents demonstrating compliance with the requirements of Exhibit G. The Risk Manager can amend or waive, in writing, any of the requirements in Exhibit G.
- 13. Ownership of Work Product: The City owns all rights in and to the following work product (including electronic equivalents), which is solely developed or discovered in Contractor's performance of any obligation set forth herein this Agreement, without restriction or limitation on use: reports, drawings, plans, data, software, models, documents, or other materials developed or discovered (collectively "Work Product"). City's ownership rights arise immediately when and as the Contractor, or any other person engaged by the Contractor in furtherance of the Agreement, creates the Work Product.
 - 13.1 Copyright: To the extent permitted by Title 17 of the United States Code, the Work Product is deemed a work for hire and all copyrights in such Work Product are the City's property. If it is ever determined that any Work Product is not a work for hire under United States law, the Contractor hereby assigns to the City all copyrights to such works when and as created.

- **13.2 City's Reuse:** The City's reuse of Work Product is subject to California Business and Professions Code Sections 5536.25, 6735, 6735.3, 6735.4 and 8761.2, whichever is applicable.
- **13.3 Contractor's Reuse:** With the Director's prior written consent, the Contractor can retain and use copies of the Work Product for reference and to document experience and capabilities.
- 14. Prohibited Disclosure of Work Product: Except as authorized by the Director or as required by law, the Contractor cannot disclose any of the following to a third party: (a) Work Product, (b) discussions between the City and Contractor, or (c) information prepared, developed, or received by the Contractor or any of its subcontractors in the course of performing Services.
 - **14.1 Notification:** The Contractor must promptly notify the Director if a third-party requests disclosure of any Work Product, discussions, or information that the Contractor is prohibited from disclosing.
 - **14.2 Limit on Prohibition:** The prohibition in this Section does not apply to disclosures by the Contractor needed to perform the Services.
 - **14.3 Survival:** This Section survives the expiration or earlier termination of the Agreement.
- **15**. **News Media Relations:** Contractor shall notify the City's Contract Manager by email or phone of all requests for news media interviews related to the RWF's biosolids within twenty-four (24) hours of Contractor's receipt of the request. Before responding to any inquiries involving the RWF's biosolids or any issues likely to affect services, Contractor will discuss Contractor's proposed response with the City's Contract Manager. Copies of draft news releases or proposed trade journal articles shall be submitted to the City's Contract Manager for prior review and approval at least seven (7) calendar days in advance of release, except where Contractor is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case Contractor shall submit such materials to the City's Contract Manager simultaneously with Contractor's submittal to such regulatory agency. Copies of articles resulting from media interviews or news releases related to Contractor's providing servicing under this Agreement shall be provided to the City's Contract Manager within seven (7) calendar days after publication.
- **16. Records Retention:** The Contractor will retain the following records (collectively "Records") for a minimum of five (5) years from the date of the City's final payment to the Contractor under the Agreement or for any longer period required by law: **(a)** all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to the Contractor's charges for performing Services, or

to the Contractor's expenditures and disbursements charged to the City; and **(b)** all Work Product and other records evidencing Contractor's performance.

- **Producing Records:** During the Agreement term and Records retention period, the City Manager, the Director, the City Attorney, the City Auditor, or a designated representative of any of these officers may request, in writing, production of all or a portion of the Records. The Contractor must produce the requested Records at City Hall during normal business hours, or at any other location and time mutually agreed by the parties. The Contractor must produce the requested Records at no cost to the City.
- **16.2 State Auditor:** In accordance with Government Code Section 8546.7, the Contractor may be subject to audit by the California State Auditor regarding the Contractor's performance of the Agreement if the Maximum Compensation exceeds \$10,000.00.
- 16.3 Limitations: Notwithstanding the foregoing, all audit rights shall be limited to that information required to verify compliance with Agreement. Contractor shall not be obligated to produce financial records related to its costs, expenses, or profits for unit priced work, so long as such information does not directly relate to Contractor's compliance with this Agreement.
- 17. Non-Discrimination/Non-Preference Prohibition: The Contractor is prohibited from discriminating against, or granting preferential treatment to, any person based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. This prohibition applies to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.
 - **17.1 Subcontracts:** The Contractor will include this prohibition in each subcontract it enters into in furtherance of this Agreement.
- 18. Conflict of Interest: The Contractor represents that it is familiar with the local and state conflict of interest laws and agrees to comply with those laws in performing this Agreement. The Contractor certifies that, as of the date it executed this Agreement, it was unaware of any facts constituting a conflict of interest or creating an appearance of a conflict of interest. The Contractor will avoid all conflicts of interest or appearances of conflicts of interest in performing the Agreement. The Contractor is obligated to determine if the way it performs any part of this Agreement results in a conflict of interest or an appearance of a conflict of interest and will promptly notify the City in writing if it becomes aware of any facts giving rise to a conflict of interest or the appearance of a conflict of interest.

Contractor: Synagro West, LLC December 2022

- 18.1 Filing Form 700: In accordance with the California Political Reform Act (Government Code Section 81000 et seq.), the Contractor will cause each person performing Services, and identified in Section 7 of the Agreement as having to file a Form 700, to do the following: (a) disclose the categories of economic interests in Form 700 as required by the Director, (b) complete and file the Form 700 no later than 30 calendar days after the person begins performing Services and all subsequent Form 700s in conformance with the requirements specified in the California Political Reform Act, and (c) file the original Form 700 with the City's Clerk with a copy submitted to the Director.
- 18.2 Future Services: The Contractor's performance of the Services may create an actual or appearance of a conflict of interest regarding the Contractor performing or participating in the performance of some related future work, particularly if the Services comprise one element or aspect of a multi-phase process or project. The Contractor acknowledges each of the following about performing future services for the City: (a) an actual or appearance of a conflict of interest would be a ground for the City to disqualify the Contractor from performing or participating in the performance of such future work, and (b) the Contractor is solely responsible for considering what potential conflicts of interest, if any, performing the Services might have on its ability to obtain contracts to perform future work.
- **19. Single Serving Bottled Water Prohibition:** City Council Policy 1-19, entitled "Prohibition of City Funding for Purchase of Single Serving Bottled Water," prohibits the Contractor from using City funds to purchase of single-serving bottled water except for any of the following:
 - Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services;
 - Situations in which a high risk of cross-contamination with non-potable water exists; or
 - Situations in which no reasonable alternatives to bottled water exist, such as large public events and when large quantities of water need to be distributed for health and safety reasons.

An invoice seeking reimbursement from the City for the cost of single-serving bottled water under one of the above exceptions must be accompanied by a waiver form provided by the City and signed by the Director.

20. Environmentally Preferable Procurement Policy: City Council Policy 4-6, entitled "Environmentally Preferable Procurement Policy," is on the City's website at http://www.sanjoseca.gov/?nid=1774. The website includes a brief description

of the Policy. Environmental procurement policies and activities related to Contractor's performance of the Services will include, whenever practicable, but are not limited to:

- Using recycled and/or recyclable products in daily operations (i.e., 30%, 50%, 100% PCW paper, chlorine process free, triclosan-free hand cleaner, etc.);
- Using Energy-Star Compliant equipment;
- Using alternative fuel and hybrid vehicles, and implementation of protocols aimed at increasing the efficiency of vehicle operation;
- Implementing internal waste reduction and reuse protocol(s); and
- Water and resource conservation activities within facilities, including banning individual serving bottled water and using compostable food service products.

21. Termination:

21.1 For Convenience: The Director can terminate the Agreement at any time and for any reason by giving the Contractor written notice of the termination. The written notice must state the effective date of the termination, which must be at least 120 calendar days after the date of the written notice during the Initial Term or sixty (60) calendar days after the date of the written notice during the Option Term(s).

In the event the City terminates the Agreement pursuant to this Section 21.1 prior to the issuance of the Notice to Proceed with Startup and Commissioning Services described in Exhibit B, the City agrees to reimburse Contractor the lesser of the actual annual bond premium costs paid by Contractor prior to the date of the written notice of the termination or ninety-seven thousand five hundred dollars (\$97,500) per year for each year the payment and performance bonds are in effect prior to the issuance of the Notice to Proceed with Startup and Commissioning Services. For example, if Contractor pays a total of ninety-seven thousand five hundred dollars (\$97,500) each year for the bonds required under this Agreement and the City terminates this Agreement eighteen (18) months after execution of this Agreement, per this Section 21.1, prior to the issuance of the Notice to Proceed with Startup and Commission Services, then the City would reimburse one hundred ninety-five thousand dollars (\$195,000) to Contractor.

In the event the City terminates the Agreement pursuant to this Section 21.1 within thirty-six months after the issuance of the Notice to Proceed with Startup and Commissioning Services, the City agrees to reimburse Contractor the unamortized payment and performance bond costs

incurred prior to the Notice to Proceed with Startup and Commissioning Services up to a total of ninety-seven thousand five hundred dollars (\$97,500) per year. To calculate the unamortized payment, the total cost of the payment and performance bonds incurred prior to the Notice to Proceed with Startup and Commissioning Services shall be divided by thirty-six (36), then that amount shall be multiplied by thirty-six (36) less the number of months since the issuance of the Notice to Proceed with Startup and Commissioning Services. For example, if Contractor pays a total of one hundred ninety-five thousand dollars (\$195,000) for the bonds required under this Agreement prior to the issuance of the Notice to Proceed with Startup and Commissioning Services and the City terminates this Agreement, per this Section 21.1, fifteen (15) months after issuance of the Notice to Proceed with Startup and Commissioning Services, then the City would reimburse one hundred thirteen thousand seven hundred and fifty dollars (\$113,750) to Contractor.

21.2 For Cause: The Director can terminate this Agreement immediately upon written notice for any material breach by the Contractor. If the Director terminates the Agreement for cause and obtains the same Services from another contractor at a greater cost, the Contractor is responsible for such excess cost in addition to any other remedies available to the City.

In the event the City seeks to terminate this Agreement because Contractor has failed to perform one or more of its material obligations hereunder, then the Director shall give a default notice to Contractor. Such default notice shall list, with reasonable detail, the nature of the material default. Contractor shall have a right to cure a default within 14 calendar days. If Contractor fails to cure the default within 14 calendar days after the receipt of the default notice (unless such cure requires more than 14 calendar days and Contractor has commenced and is diligently pursuing such cure, as determined by the City), then this Agreement may be terminated by the City by delivery of a notice of termination, which shall be effective in accordance with Section 22 of this **Exhibit A**.

Contractor can only terminate this Agreement for the City's nonpayment of undisputed amounts due hereunder this Agreement to Contractor, so long as such undisputed amounts due to Contractor are no less than 90 calendar days delinquent. In the event Contractor seeks to terminate this Agreement, pursuant to Section 21.2, due to the City's delinquency, then Contractor shall deliver a default notice to the City in accordance with Section 22 of this **Exhibit A**. Such default notice shall list, with reasonable detail, the nature of the material default. The City shall have a right to cure a default within 30 calendar days of its receipt of such default notice. If the City fails to cure the default within 30 calendar days after the receipt of the default notice (unless such cure requires more than 30 calendar days and the City has commenced and is diligently pursuing such cure, as

determined by the City), then this Agreement may be terminated by Contractor by the delivery of a notice of termination, which shall be effective in accordance with Section 22 of this **Exhibit A**.

- **21.3 Delivery of Work:** If the Director terminates the Agreement (for convenience or for cause), the Director has the option of requiring the Contractor to provide to the City any finished or unfinished Work Product prepared by the Contractor up to the date stated on the City's written notice of termination.
- 21.4 Compensation: The City will pay the Contractor the reasonable value for Services satisfactorily rendered through the date stated on the City's written notice of termination. Services are "satisfactorily rendered" if the Director determines the Contractor provided them in accordance with this Agreement. The Director will determine the reasonable value of satisfactorily rendered Services based on Exhibit C.
- 21.5 Force Majeure: Neither Party is in default of its obligations under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to an "act of God" (including, but not limited to, flood, earthquake, fire or other catastrophic events), civil disturbance, strikes (except any strikes involving a Party's personnel), orders or judgments of any federal, state or local court, administrative agency or governmental body, or other similar cause affecting the City of San José, not the fault of, and beyond the reasonable control of, the Party claiming excuse. A Force Majeure event may include local, state, or federal mandates and advisories for managing public health and safety related to a pandemic. A party claiming excuse under this Section must (1) have taken reasonable precautions, if possible, to avoid being affected by the cause and (2) notify the other Party in accordance with this Section.

Any suspension of performance by a Party pursuant to this Section will be only to the extent, and for a period of no longer duration than, required by the nature of the event, and the Party claiming excuse from obligation must use its best efforts in an expeditious manner to remedy its inability to perform, and mitigate damages that may occur because of the event.

The Party claiming excuse agrees to deliver to the other Party a written notice of intent to claim excuse from performance under this Agreement by reason of an event of Force Majeure. Notice must be given promptly considering the circumstances, but in any event not later than five (5) calendar days after the occurrence of the event of Force Majeure. Such notice must describe in detail the event of Force Majeure claimed, the Services impacted by the claimed event of Force Majeure, the expected length of time that the Party expects to be prevented from performing, the

steps which the Party intends to take to restore its ability to perform, and such other information as the other Party reasonably requests.

The partial or complete interruption or discontinuance of Contractor's Services caused by an event of Force Majeure will not constitute an event of default under this Agreement. Notwithstanding the foregoing, in the event of non-performance excused by Force Majeure, where the Contractor's non-performance continues or is noticed to continue for five (5) calendar days or more, City will have the right to terminate this Agreement immediately and will have no obligation to pay for Services that have not been performed.

- **22. Notices:** All required notices and communications must be in writing, and must be made via e-mail, personal service or United States mail, postage prepaid.
 - **22.1 When Effective:** An emailed notice or communication is effective when sent, provided the sender receives an acknowledgement from the intended recipient (e.g., return receipt, return e-mail, or another written acknowledgement). A personally serviced notice or communication is effective when personally delivered. A mailed notice or other communication is effective three (3) calendar days after deposit in the United States mail.
 - **22.2 To Whom Given:** All notices and communications between the parties regarding the Agreement must be given to the City's Contract Manager and the Contractor's Contract Manager.
 - **22.3 Changing Contact Information:** Either party may change its contact information for receiving written notices and communications by providing notice of such change to the other party pursuant to this Section 22.

23. Miscellaneous:

- **23.1 Gifts Prohibited:** The Contractor is prohibited from offering a City officer or designated employee any gift in violation of Chapter 12.08 of the San José Municipal Code. A violation of this prohibition is a material breach.
- 23.2 Disqualification of Former Employees: The Contractor is prohibited from using (either directly or indirectly) any former City officer or designated employee to provide services to the City connected with his/her former duties or official responsibilities if doing so would violate Chapter 12.10 San José Municipal Code. A violation of this prohibition is a material breach.
- **23.3 Waiver of a Violation:** The City's waiver of any violation of the Agreement by the Contractor is not a waiver of any other violation by the

- Contractor. The Contractor's waiver of any violation of the Agreement by the City is not a waiver of any other violation by the City.
- 23.4 Acceptance of Services Not a Waiver: The City's acceptance of any Service or deliverable is not a waiver or release of any professional duty of care applicable to such Service or deliverable, or of any right of indemnification, any insurance requirements, or any other term or condition of the Agreement.
- 23.5 Compliance with Laws: The Contractor will perform Services consistent with all applicable federal, state, and local laws, ordinances, codes, and regulations. This obligation is not limited by the Contractor's obligation to comply with any specific law, ordinance, code, or regulation set forth elsewhere in this Agreement.
- **23.6 Business Tax:** The Contractor represents that it currently has a City business tax certificate or exemption, if qualified, and will maintain such certificate or exemption for the Agreement term.
- 23.7 Assignability: Except to the extent this Agreement authorizes the Contractor to use subcontractors, the Contractor cannot assign any part of this Agreement without the Director's prior written consent. In determining whether to consent, the Director can consider, among other factors, the assignee's ability to meet the standards and requirements applicable to the procurement of the Agreement.
 - **23.7.1 Processing Costs:** The Director can require the Contractor to pay the City's reasonable costs of reviewing the proposed assignment and preparing any documents in connection therewith.
 - **23.7.2 Voidability:** The Director, at the Director's discretion, can void the Agreement if a violation of this provision occurs.
- **23.8 Governing Law:** California law governs the Agreement's construction and performance.
- **23.9 Claims and Dispute Resolution Process:** The Contractor agrees to the early identification and resolution of claims and dispute resolution process set forth in **Exhibit E**.
- **23.10 Venue:** Litigation resulting from this Agreement will be filed and resolved by a federal or state court in California.
- **23.11 Survival of Provisions:** If a court finds any part of this Agreement unenforceable, all other parts will remain enforceable.

Contractor: Synagro West, LLC December 2022

- **23.12 Headings:** The section and exhibit headings are for convenience only and are not to be used for interpreting the Agreement.
- 23.13 Use of Electronic Signatures: Unless otherwise prohibited by law or City policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City.

Exhibit B: Scope of Services

1. OVERVIEW

The City of San José ("City") requires year-round transportation and beneficial use services to manage dewatered biosolids from the San José - Santa Clara Regional Wastewater Facility ("RWF") that will be produced by the Digested Sludge Dewatering Facility ("Dewatering Facility"). The services will start during the startup and commissioning period of the Dewatering Facility.

The City has allocated up to fifty-seven percent (57%) of the RWF's annual dewatered biosolids amount to Contractor ("Contractor's Percent Share").

2. BIOSOLIDS INFORMATION

Biosolids Characteristics

The Contractor must accept dewatered biosolids with the characteristics in Table 1.

Table 1. Acceptable Dewatered Biosolids Characteristics			
Total Solids	17% or greater		
Class ^a	В		
Metals Content b Less than Pollutant Concentration Limi			
Notes:			
a. As defined by the U.S. Environmental Protection Agency in the Part 503 Biosolids Rule			
b. As defined by the U.S. Environmental Protection Agency in the Part 503 Biosolids Rule			

The City is currently upgrading its mesophilic digestion process to temperature-phased anaerobic digestion ("TPAD"). The TPAD process will be online and operational by the time the Dewatering Facility is completed but the actual characteristics of the TPAD sludge will remain somewhat uncertain until the process begins operating and is stabilized. Based on current engineering studies and design assumptions, the City estimates volatile solids downstream of the TPAD process will be about 64% (as a fraction of total solids).

Biosolids Tonnages

Table 2 shows the estimated annual average and peak day tonnages to be produced by the Dewatering Facility during the Initial Term and Option Terms of the Agreement. A range is shown for the estimated annual average tonnage and estimated average daily tonnage because of inherent uncertainties with forecasting the RWF's flows and loads, percent solids that will be achieved by the Dewatering Facility's centrifuges, and timing of when the RWF might begin accepting fats, oils, and grease. The City will work with the Contractor to refine these estimates after the Dewatering Facility comes online based on its operating history.

d. Based on estimated peak seven-day amounts

Table 2. Estimated Dewatered Biosolids Production during the Term of the Agreement			
Annual Average (wet tons per year) a, b	95,000-122,000		
Average Daily (wet tons per day) °	250-390		
Peak Day (wet tons per day) c, d 1,100			
Notes:			
a. Rounded to the nearest 1,000 tons			
b. Assumes the percent solids would average 22%			
c. Assumes the percent solids would typically range from 19% to 23%			

To arrive at a range of wet tons of dewatered biosolids that may be provided to Contractor each year, Contractor's Percent Share may be multiplied by the estimated annual average amounts in Table 2. This range is expected but not guaranteed due to the uncertainties in forecasting previously noted.

The maximum daily amount that Contractor must be capable of handling generally will be based the Contractor's Percent Share multiplied by the estimated peak day production shown in Table 2.

If the RWF's production of dewatered biosolids exceeds the amounts listed in Table 2 and Contractor does not have sufficient capacity to accept the excess, then the lowest cost contractor with available capacity will be offered the first option to take additional tonnage. If the lowest cost contractor does not have available capacity or does not agree to take the additional tons, the option will be offered to the second lowest cost contractor. In the event no contractor can accept the additional tonnage at its Designated or Backup Beneficial Use Site(s) or Seasonal Storage Site(s), the City may direct that one or more contractors transport the additional tonnage to a landfill.

In addition, the City has the right to divert up to ten percent (10%) of its annual average biosolids production to demonstration projects for up to 12 months in accordance with Section 3.2 of **Exhibit A**, General Terms and Conditions.

3. DESCRIPTION OF SERVICES

Provided that the dewatered biosolids meet the characteristics defined in Table 1, Contractor must provide the following transportation and beneficial use services ("Services"). The provision of these Services must comply with the Technical Requirements and Standards in **Exhibit B-1** and be consistent with Contractor's Operations Plan, Contingency Plan, and Spill Response and Safety Plan in **Exhibit B-3**.

In the event the RWF's dewatered biosolids do not meet some or all the characteristics in Table 1, the Contractor must cooperate with the City to identify options for the appropriate disposition of such material. The City may also, at its sole discretion, direct Contractor to dispose of the material in a landfill.

Task 1: Services During Startup and Commissioning of the Dewatering Facility

On the date indicated in the Notice to Proceed with Startup and Commissioning Services from the City, the Contractor must begin providing the services described in Task 2. However, the amount of biosolids provided by the City may be at a reduced amount and/or on a more infrequent basis than will be required once full operations of the RWF's Dewatering Facility begins.

Task 2: Services During Full Operations of the Dewatering Facility

On the date indicated in the Notice to Proceed with Full Operations Services from the City, the Contractor must begin providing the services described below.

Task 2.1 Transportation, Loading, and Unloading Services. The Contractor must provide truck drivers, trucks, top-loading containers with covers, and all other equipment, staffing and materials, all in sufficient numbers and with sufficient availability, to transport the Contractor's share of dewatered biosolids (calculated by multiplying Contractor's Percent Share by the estimated daily production up to the estimated peak day production shown in Table 2) from the RWF's Dewatering Facility to the Contractor's Beneficial Use Site(s) and, if applicable, to and from Seasonal Storage Site(s). The number of drivers and equipment provided by Contractor on any given day must be based on the estimated dewatered biosolids production for the RWF, Contractor's Percent Share, and Contractor's schedule for picking up dewatered biosolids from the RWF's Dewatering Facility as coordinated with the City.

The Contractor must pay all costs associated with providing the transportation, loading, and unloading services, including but not limited to payment of all licenses, certifications, permits, taxes, tolls, fees, tickets, and fines.

Transportation, loading, and unloading services must meet the applicable Technical Requirements and Standards in **Exhibit B-1**.

The Contractor must be available to provide transportation and loading services 24 hours per day, seven days per week, 365 days per year, including holidays. However, loading of dewatered biosolids at the Dewatering Facility will only occur during times designated by the City.

Transportation services must be provided using experienced and skilled personnel and may be provided by City-approved Subcontractor(s) or directly by the Contractor. The Contractor must ensure that transporters have proper and valid licenses and certifications, and Contractor must provide proof of such to the City upon request. Contractor must also ensure all truck drivers have received the City-provided training on how to access the Dewatering Facility site, enter the loadout structure, receive and weigh biosolids, and use on-site truck wash amenities prior to transporting any of the RWF's dewatered biosolids.

The Contractor must provide all other services associated with transportation, loading, and unloading of RWF's dewatered biosolids including but not limited to the following.

- Scheduling biosolids to be picked up from the Dewatering Facility in coordination with the City. Preliminary coordination must occur no later than one (1) week in advance with scheduled pickups confirmed no later than the day before. If a change is required, the Contractor must provide the City a minimum three (3) hour notice.
- Delivering trucks as scheduled with empty and clean containers with covers to the Dewatering Facility. Upon arrival at the Dewatering Facility, containers must be free from dirt, biosolids, and other materials.
- Providing a form of identification upon arrival at the Dewatering Facility's entrance gate.
- Queuing at designated locations at the Dewatering Facility prior to entering the loadout structure if there are no immediately available truck bays.
- Uncovering containers and loading them with dewatered biosolids. During loading operations, the container must be positioned directly under the cake storage bins, and the Contractor must monitor the weight of biosolids in the container and the load distribution within the container.
- Weighing unloaded and loaded trucks and containers using scales at the
 Dewatering Facility to determine the amount of biosolids received by the
 Contractor for billing purposes and for confirming compliance with highway
 weight limits. Contractor must verify loaded containers and trucks do not exceed
 highway weight limits prior to leaving the Dewatering Facility site. There is no
 location within the Dewatering Facility site for the unloading of dewatered
 biosolids to achieve legal highway weight limits.
- Covering and securing the loaded containers prior to leaving the Dewatering Facility site to minimize odors and spillage during transport.
- Sweeping the loading bay after use if Contractor caused a spill or tracked-in dirt, biosolids, or other materials.
- Cleaning trucks, containers, and tires while at the Dewatering Facility site after loading biosolids but prior to exiting onto Zanker Road, if needed to prevent tracking biosolids around the Dewatering Facility site and/or public roadways.
 The Dewatering Facility site will have a washdown area for this activity to occur.
- Prompt cleanup of any spills caused by the Contractor at the Dewatering Facility site, and during transport of the RWF's dewatered biosolids to any sites or facilities used by the Contractor. The Contractor must notify the City of any spills and of Contractor's cleanup plans within three (3) hours of the spill in accordance with Section 11.5 of Exhibit A, General Terms and Conditions, of the Agreement. No later than three (3) calendar days following cleanup, Contractor must provide a written report to the City describing: the spill (amount and type of materials spilled, date and hour of spill), cleanup efforts and date/time of completion, cause(s) of the spill, changes made to avoid reoccurrence of such spill, and certification that the spill was cleaned up to the satisfaction of all agencies with jurisdiction.
- Informing RWF staff of any problems with the Dewatering Facility's entrance area, loadout structure, scales, or truck wash amenities.

- Promptly exiting the Dewatering Facility site after loading, weighing, covering, and cleaning activities are completed.
- Transporting dewatered biosolids from the Dewatering Facility directly to the Contractor's Designated Beneficial Use Site(s) and, if applicable, Backup Beneficial Use Site(s), Designated Seasonal Storage Site(s), and Backup Seasonal Storage Site(s).
- Unloading loaded containers at the Contractor's Designated Beneficial Use Site(s) and, if applicable, Backup Beneficial Use Site(s), Designated Seasonal Storage Site(s), and Backup Seasonal Storage Site(s). If the Contractor delivers dewatered biosolids to a Seasonal Storage Site, the Contractor must also provide loading, transportation, and unloading services necessary to deliver the stored biosolids to Contractor's Beneficial Use Site(s).
- Ongoing maintenance of trucks and containers to assure reliable service.
- Compliance with all applicable federal, state, and local laws, regulations, statutes, ordinances, orders, decrees and permits that affect the transportation, loading, and unloading services.

<u>Task 2.2 Beneficial Use Services.</u> The Contractor must provide sufficient permitted capacity at its Designated Beneficial Use Site(s) for the RWF's dewatered biosolids up to the Contractor's share (calculated by multiplying Contractor's Percent Share by the estimated peak day production shown in Table 2).

The Contractor must provide all facilities, labor, equipment, insurance, and fuel to provide the required beneficial use services. The Contractor is responsible for payment of all costs associated with providing the beneficial use services, including but not limited to payment of all permits, taxes, fees, tickets, and fines.

Beneficial use services must meet the applicable Technical Requirements and Standards in **Exhibit B-1**.

If any of the Contractor's Designated Beneficial Use Sites or Backup Beneficial Use Sites are not available to receive biosolids year-round, including on weekends and holidays, the Contractor must coordinate deliveries of containers loaded with the RWF's dewatered biosolids with the Beneficial Use Site(s) and, if applicable, with Seasonal Storage Site(s) in a manner that complies with those sites' operating permits and local land use regulations. In no event will Contractor be allowed to store empty or loaded containers at the Dewatering Facility site.

Beneficial use services must be provided using experienced and skilled personnel and may be provided by City-approved Subcontractor(s) or directly by the Contractor. The Contractor must ensure that personnel at the Designated and Backup Beneficial Use Site(s) and, if applicable, Seasonal Storage Site(s) have proper and valid permits, and Contractor must provide proof of such to the City upon request.

The Contractor must provide all other services associated with beneficial use of the RWF's dewatered biosolids including but not limited to the following.

- If applicable, provision of backup capacity if Contractor's Designated Beneficial Use Site(s) or Designated Seasonal Storage Site(s) becomes unavailable.
 Landfill disposal and landfill alternative daily cover may only be used during emergencies and requires City approval prior to their use.
- If applicable, prompt land application or processing of the RWF's dewatered biosolids upon delivery to a Backup Beneficial Use Site.
- If applicable, temporary wet season storage at Designated or Backup Seasonal Storage Site(s). Any dewatered biosolids that are stored at a Seasonal Storage Site must be removed from storage by Contractor and transported to a Beneficial Use Site. Year-round storage of the RWF's dewatered biosolids must not occur.
- Compliance with all applicable federal, state, and local regulatory and reporting requirements for the Designated and Backup Beneficial Use Site(s) and, as applicable, Seasonal Storage Site(s).

<u>Task 2.3 Communication and Coordination Services.</u> The Contractor is responsible for ongoing coordination and communication with the City. The Contractor must:

- Provide updates to the Operations Plan, Contingency Plan, and Spill Response and Safety Plan for City review and approval prior to making a material change, including but not limited to a proposed change to a Subcontractor, proposed change in Designated or Backup Beneficial Use Site(s) or Seasonal Storage Site(s), and a proposed change in the equipment, vehicles, or routes used to transport the RWF's dewatered biosolids.
- Update, as necessary, the contact information of individuals responsible for managing services for the City that are named in Contractor's Operations Plan, Contingency Plan, and Spill Response and Safety Plan.
- Make emergency contacts available to be called 24 hours per day, seven days per week, 365 days per year in the event of an emergency or unusual operating condition. The Contractor's emergency contacts must be available to respond to City staff within three (3) hours of receiving a request from the City.
- Coordinate service with the City. The Dewatering Facility will be producing dewatered biosolids 24 hours per day, seven days per week, 365 days per year, including holidays. Production rates may vary or may be stopped to match overall RWF process and maintenance requirements. As a result, the Contractor must coordinate and schedule the number and timing of containers that will be delivered to the Dewatering Facility each day. Preliminary coordination must occur no later than one (1) week in advance with scheduled pickups confirmed no later than the day before. This coordination must include the City's estimate of the amount of dewatered biosolids to be provided to the Contractor during the next day; confirmation from the Contractor that it is able to provide the required service; and Contractor's development of a pickup schedule that is acceptable to the City. In addition, the Contractor must provide additional scheduling coordination as requested by the City.
- Upon request, provide copies of all permits and agreements required to operate
 the Designated and Backup Beneficial Use Site(s) and Seasonal Storage Site(s).
 Contractor must provide the City with copies of all approved federal, state, and
 local regulatory permits, including subsequent renewals. Permits must be current

and must accommodate the handling of Contractor's Percent Share of the RWF's dewatered biosolids throughout the entire term of the Agreement. Any actual or anticipated changes in permit requirements or litigation that may affect the Contractor's operations or ability to provide services must be reported to the City's Contract Manager within five (5) calendar days of the date that the Contractor learns of or reasonably begins to anticipate the change.

Provide notices to the City of any reportable events as defined in Task 2.4. Such
notices must be provided to the City's Contract Manager within three (3) hours of
the time the incident occurred or could be expected to occur.

<u>Task 2.4 Monitoring and Reporting Services.</u> The Contractor must monitor loading, transportation, and unloading operations; storage and beneficial use operations; and administrative and billing functions to identify and promptly resolve any issues that could adversely affect regulatory compliance, compliance with the Agreement, or the quality of services provided to the City. The Contractor must provide reports on its operations to the City as follows.

- Monthly reports documenting the daily and cumulative amounts (wet tons) of dewatered biosolids received, transported, stored (if applicable), and beneficially used. Reports must also identify the weight of biosolids in each transported container and must identify the site(s) where each container was delivered. Monthly reports must include backup information to support invoicing, including weight tickets from sites to which each container was delivered. These reports must be submitted along with invoices.
- Monthly reports on the environmental compliance status of sites named in Contractor's Operations Plan and Contractor's Contingency Plan. Reports must specifically identify any inspections related to environmental compliance, findings of such inspections, notices, and violations from regulatory agencies. These reports must be submitted along with invoices.
- Reports summarizing the use of any Backup Beneficial Use Site(s), Backup Seasonal Storage Site(s), or landfill (for disposal or alternative daily cover). Such reports must be provided on a weekly basis whenever a Backup Site or a landfill is used and must describe the circumstances necessitating the use of the Backup Site or landfill, and the expected duration of use.
- Annual reports summarizing information from the reports listed above and describing any anticipated issues potentially affecting service during the upcoming year. Annual reports must include all documentation necessary for 40 CFR Part 503 regulatory reporting requirements including but not limited to: total quantity received; maps of the sites where the RWF's dewatered biosolids were applied, stored, and/or processed during the year; and, for land application sites, documentation of application rates (e.g., information on crop type and agronomic rate calculations). Each annual report must also include an Excel file of all data that is accompanied by a Word or PDF file that describes anything unusual in the data and the quality control procedures used to evaluate the data. Excel files must be provided in a flat file type format. Annual reports, summarizing the most recent calendar year, must be provided to the City within 20 calendar days of the end of the calendar year.

- Any other information pertaining to Contractor's services that the City must report to local, state, and federal agencies.
- Reports of any incidents requiring notice to regulatory agencies or otherwise considered a reportable event. Contractor must notify City's Contract Manager within three (3) hours of the time the incident occurred or could be expected to occur. Reportable events include:
 - Any incidents or equipment-related breakdowns, repairs or maintenance that occurs during transport or at a Designated or Backup Beneficial Use Site, or Seasonal Storage Site that will negatively impact Contractor's ability to provide the City services.
 - Any situation that causes a deviation from normal operations (e.g., spills, discharges or releases, and fires) at any Designated or Backup Beneficial Use Site or Seasonal Storage Site that has a potential to or creates a hazardous condition or disruption in Contractor's ability to provide the City services.
 - Revocation or violation of any license, certificate, permit, or regulatory approval for a driver, truck, or site named in Contractor's Operations Plan or Contractor's Contingency Plan.
 - All violations of a permit, law, ordinance, or regulation associated with transportation, processing, storage, and beneficial use of the RWF's biosolids, including any violations at the Contractor's Designated or Backup Beneficial Use Site(s) or Seasonal Storage Site(s).
 - Any odor or other complaints received by the Contractor or a Subcontractor regarding transport, a Designated or Backup Beneficial Use Site or Seasonal Storage Site.
 - Any inspections or investigations of any Designated or Backup Beneficial Use Site or Seasonal Storage Site by any federal, state, or local regulatory agency.
 - Injuries or death of any of Contractor's or Subcontractor's personnel during the provision of transportation and beneficial use services to the City.
 - Damage to City property and equipment reasonably attributable to Contractor.
 - Traffic accidents involving Contractor's trucks when traveling to the Dewatering Facility, transporting the RWF's dewatered biosolids to a site used by Contractor, or that would otherwise adversely affect the Contractor's ability to provide the City services.
 - Incidents or operations at a Designated or Backup Beneficial Use Site or Seasonal Storage Site that may result or has resulted in a release of odor.
 - Any other incident that may cause a disturbance to the services provided to the City, or a harm to the environment and/or people.

The City may monitor Contractor to determine whether Contractor's work is completed in a satisfactory manner and in a manner that complies with the provisions of the Agreement. Contractor must grant the City and its representatives access to the Designated and Backup Beneficial Use Sites and Seasonal Storage Sites as well as the sites used to store vehicles and containers used to transport the RWF's dewatered biosolids during normal business hours to conduct inspections of site activities. If

Contractor is unable to grant access because it does not own or operate a site, Contractor must work with the site owner/operator to arrange for City access. The City is not required to give the Contractor advance notice of such inspections.

4. SCHEDULE FOR PROVIDING SERVICES

Contractor's initiation of services will depend on the completion of the RWF's Dewatering Facility. The estimated service initiation dates in Table 3 are based on the Dewatering Facility's current schedule and are subject to change; regardless, the City will notify Contractor prior to when services must start.

Table 3. Estimated Service Initiation Dates			
Milestone	Estimated Date		
Notice to Prepare to Initiate	Second Quarter of 2024		
Services ^a	(no less than three (3) months prior to substantial completion of		
	the Dewatering Facility's construction)		
Notice to Proceed with	Third Quarter of 2024		
Startup and Commissioning	(no less than two (2) weeks prior to the required start of Task 1		
Services	services)		
Notice to Proceed with Full	First or Second Quarter of 2025		
Operations Services	(no less than two (2) weeks prior to the required start of Task 2		
	services)		
First Notice of Exercise of	First Quarter of 2029		
Option	(if decided by the City, approximately six (6) months prior to		
	end of Initial Term)		

Notes:

a. Once the City issues a Notice to Prepare to Initiate Services, Contractor must begin active coordination with the City and, if needed, update its Operations Plan, Contingency Plan, and Spill Response and Safety Plan in accordance with Section 3.1 of **Exhibit A**, General Terms and Conditions, to the Agreement.

5. GENERAL CITY RESPONSIBILITIES

In providing the Services, Contractor may assume the City will complete the following.

- Issue Notices to Proceed and other notifications as provided for in the Agreement.
- Schedule deliveries in coordination with the Contractor and coordinate with other contractors to reduce wait times at the Dewatering Facility.
- Test dewatered biosolids for metals, pathogens, volatile organic compounds, and nitrogen, and share the results of such tests with the Contractor. Except for metals which will be tested monthly, testing frequencies may vary during the term of the Agreement; however, City will test for metals, pathogens, volatile organic compounds, and nitrogen at least monthly during the first year of full operations.
- Train truck drivers on how to access the Dewatering Facility site, enter the loadout structure, load biosolids, use scales, and use truck wash amenities prior to their first loading of the RWF's dewatered biosolids.
- Direct the Contractor to use a particular landfill.

Contractor: Synagro West, LLC December 2022

• Consider Contractor's proposed changes that would materially affect Contractor's Operations Plan, Contingency Plan, or Spill Response and Safety Plan. City will not unreasonably withhold approval of change requests if the changes meet City's Technical Requirements and Standards in **Exhibit B-1**.

Exhibit B-1: Technical Requirements and Standards

1. INTRODUCTION

Contractor must comply with the following technical requirements and standards while providing Services.

2. ACCEPTABLE AND UNACCEPTABLE APPROACHES

Table 4 describes acceptable and unacceptable approaches to providing Services. The Contractor must only use those approaches listed under "acceptable" and must avoid using any approaches listed under "unacceptable."

	Table 4. Acceptable and Unaccep	table Approaches
Service	Acceptable	Unacceptable
Loading	 Trucks, chassis, and containers that in combination are compatible with the Dewatering Facility's configuration and dimensions (see Exhibit B-2) Containers must be top loading and have removable covers 	 Trucks, chassis, and containers that in combination are incompatible with the Dewatering Facility's configuration and dimensions (see Exhibit B-2) Containers that are not top loading or do not have removable covers
Transportation	 Truck, chassis, and containers that meet California Department of Transportation regulations Loaded containers that allow vehicles to meet regulatory weight limits 	 Truck, chassis, and containers that do not meet California Department of Transportation regulations Overloaded containers that result in vehicles exceeding regulatory weight limits
Seasonal Storage	 Temporary, wet season storage in permitted sites followed by Beneficial Use in the dry season 	Dry season storageYear-round storage
Beneficial Use	 Class B land application Compost production (except using an open or uncovered windrow composting process) Soil blend production (with interim processing to meet Class A requirements) Fertilizer production Processing technologies that are commercially proven at the scale required to provide the City services and that result in a beneficial use product permitted by existing federal and state regulations 	 Open or uncovered windrow composting Landfill disposal or landfill alternative daily cover (may only be used in emergencies and if directed by City) Processing technologies that are not commercially proven at the scale required to provide the required services

3. GENERAL REQUIREMENTS AND STANDARDS

3.1 Management of Subcontractors

The Contractor must ensure that all workers Contractor and its Subcontractor(s) employ have the proper licenses and certifications and are aware of the laws, regulations, permit requirements applicable to their work.

3.2 Inclement Weather

The Contractor must provide all facilities, equipment, and labor to ensure its ability to load, transport, temporarily store (if applicable), and beneficially use the RWF's dewatered biosolids during inclement weather.

3.3 Delays

The Contractor must take reasonable precautions to foresee and prevent delays to the transport and beneficial use of the RWF's dewatered biosolids. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor must notify the City's Contract Manager within three (3) hours of the probability or the actual occurrence of a delay, and its cause.

4. TRANSPORTATION AND LOADING REQUIREMENTS AND STANDARDS

4.1 Licenses, Permits, and Certifications

Transportation services must be provided by a U.S. Department of Transportation ("USDOT") licensed and registered firm.

All transporters must possess the appropriate and valid licenses.

4.2 Transportation Vehicles and Containers

The Contractor must maintain all vehicles, equipment, and containers used to transport the RWF's dewatered biosolids in good working order as required to reliably fulfill its obligations to the City. The City may reject any vehicles, equipment, or containers not found to meet this standard. In the event of such rejection, the Contractor must immediately provide a replacement that is in good working order without additional expense to the City.

The Contractor's trucks must be California Air Resources Board compliant. The Contractor must operate and maintain trucks per USDOT regulations. All trucks used to transport the RWF's dewatered biosolids must be equipped with an audible, working back-up alarm that activates whenever the truck is operating in reverse. Trucks must also be equipped with splashguards, first aid kits, and spill kits suitable for containing gas, oils, other hydrocarbons, and for cleaning up small spills of biosolids.

All trucks and containers must be clearly and conspicuously labeled with the Contractor's or Subcontractor's name, an identification number, and the maximum legal loaded weight.

Containers must be durable, top-loading and leakproof with gasketed tailgates and/or doors. Containers must have removable covers that must be put in place to prevent spills and contain odors once loaded with biosolids.

Prior to arrival at and departure from the Dewatering Facility, the Contractor's truck and container must be clean and free of any foreign matter/contamination such that only the RWF's dewatered biosolids will be transported. Contractor must not mix the RWF's biosolids with any other materials prior to delivery to Designated or Backup Beneficial Use Site(s). Contractor must not backhaul products for human consumption in containers used to transport the RWF's biosolids.

4.3 Arrival at the Dewatering Facility

The Contractor must coordinate biosolids loading operations with the City prior to arrival of trucks at the RWF's Dewatering Facility. Coordination must include confirmation of the expected quantity of biosolids to be transported and the number and timing of truck arrivals. Coordination must also include a tentative schedule for the ensuing week.

Trucks must access the Dewatering Facility site via a shared driveway connected to Zanker Road and exit through a separate driveway that is also connected to Zanker Road. The access driveway also serves the adjacent Silicon Valley Advanced Water Purification Center. Access to the Silicon Valley Advanced Water Purification Center must always be maintained. Contractor must not queue trucks on public streets leading to or departing from the Dewatering Facility.

To access the Dewatering Facility, truck drivers must pass through a secured entrance gate. Access will be granted to truck drivers by an RWF representative upon their arrival. All truck drivers must be wearing identification badges or provide a form of identification at the gate to be granted entry into the Dewatering Facility site.

4.4 Truck Loading

Two trucks can be loaded simultaneously in the two bays in the Dewatering Facility's loadout structure if both bays are in service. Assuming a truck bay is operating and not occupied by another truck, the City expects it will take approximately 60 minutes for truck loading (i.e., from arrival at the Dewatering Facility to the filling of a container). If both truck bays are occupied, the duration may be longer. The City will strive to schedule truck arrivals to keep the truck loading duration at or below one (1) hour.

Truck loading procedures must be completed by each truck driver as follows.

- Open entry roll-up door, enter loading bay, and position truck and its uncovered container below overhead cake storage bins.
- Close entry and exit roll-up doors to contain odors.
- Initiate transfer of biosolids from overhead cake storage bins to container using local control station.
- Monitor weight and weight distribution during loading to guard against overloading containers and exceeding transportation weight limits. There is no location within the Dewatering Facility site where Contractor will be able to unload a container if it is overloaded.
- Stop transfer of biosolids when container is full or weight limit approaches, whichever occurs first.
- Print weight ticket.
- Cover container securely to contain odors and prevent spills.
- Sweep the loading bay if Contractor caused a spill or tracked-in material.
- Open exit roll-up door, leave truck loading bay, and close exit roll-up door.
- If needed, wash truck and/or container to remove any biosolids attached to tires, truck body, or container using the Dewatering Facility's truck wash amenities.
- Promptly depart from the Dewatering Facility via the site's exit gate.

4.5 Weighing

The Contractor must use City-provided scales at the Dewatering Facility for obtaining tare and loaded weights. The City will maintain the scales and will test and recalibrate each of the scales as frequently as required by applicable law.

The Contractor may conduct more frequent testing of the scales by a certified scale testing company, at its sole expense. If at any time, such testing indicates a scale does not meet accuracy requirements, the Contractor may request a reasonable adjustment of weight measurements recorded by such scale during the preceding thirty (30) calendar days, which the City may grant at its sole discretion.

If no scales at the Dewatering Facility are in service, the Contractor must weigh every loaded truck at the nearest available certified scale.

4.6 Transportation Routes

Truck routing in the vicinity of the RWF must maximize the use of California State Route 237 ("SR 237") and Zanker Road north of SR 237, and minimize the use of residential roads.

Truck routing outside the immediate vicinity of the RWF must use interstate freeways and state highways to the maximum extent possible. Truck routing through residential areas must be avoided or minimized to the greatest extent possible.

Truck routing in the vicinity of the Contractor's Designated and Backup Beneficial Use Site(s) and Seasonal Storage Site(s) must comply with the requirements of the

owners/operators of these sites and with the requirements of all governmental authorities having jurisdiction. Truck routing and offloading of containers loaded with the RWF's biosolids must also comply with any operating permits and authorizations associated with the receiving site, including but not limited to any restrictions on seasonal use, daily hours of operation, and suitability of receiving site's access roadways and unloading area conditions.

4.7 Transportation Safety

The Contractor is responsible for transportation safety and for ensuring that all drivers comply with all speed limits and other vehicle and traffic laws, rules, and regulations.

5. BENEFICIAL USE AND SEASONAL STORAGE REQUIREMENTS AND STANDARDS

Contractor must use the Designated Beneficial Use Site(s) and Designated Seasonal Storage Site(s) listed in Contractor's Operations Plan in **Exhibit B-3** to routinely manage the RWF's dewatered biosolids.

Contractor may use the Backup Beneficial Use Site(s) or Backup Seasonal Storage Site(s) listed in Contractor's Contingency Plan in **Exhibit B-3** if: 1) there is a disruption to normal operations that makes a Designated Beneficial Use Site or Designated Seasonal Storage Site unavailable; 2) a Designated Beneficial Use Site or Designated Seasonal Storage Site becomes inaccessible; or 3) use of the Backup Beneficial Use Site or Backup Seasonal Storage Site would otherwise benefit the City. In addition, the Contractor may request that the City approve another backup site provided Contractor follows the procedure described in Section 3.1 of **Exhibit A**, General Terms and Conditions, to the Agreement.

In emergency situations, when Contractor's Designated and Backup Beneficial Use Site(s) and Seasonal Storage Site(s) become unavailable or inaccessible, the Contractor may request that the City approve use of a landfill for biosolids disposal or use as alternative daily cover. Neither landfill disposal nor alternative daily cover are considered beneficial use.

The Contractor must utilize the RWF's biosolids in accordance with each site's permits and with all applicable local, state, and federal laws and regulations. The Contractor is responsible for meeting the monitoring and reporting requirements imposed by agencies with jurisdiction over the Designated and Backup Beneficial Use Site(s) and Seasonal Storage Site(s) used to manage the RWF's biosolids. The Contractor is also solely responsible for obtaining the financing for sites and facilities used, and for implementing any improvements necessary to meet regulatory requirements or expand capacity. The Contractor must provide documentation of site permits, orders, decrees, registrations, and other regulatory approvals to the City upon request.

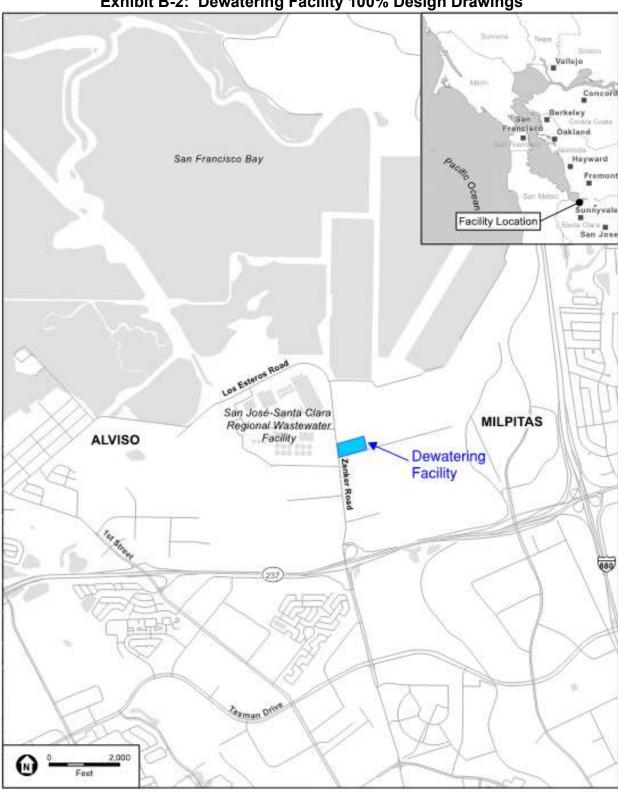


Exhibit B-2: Dewatering Facility 100% Design Drawings

SOURCE: ESA, 2019

San José-Santa Clara Regional Wastewater Facility Digested Sludge Dewstering Facility Project

Figure 1 - Location Map

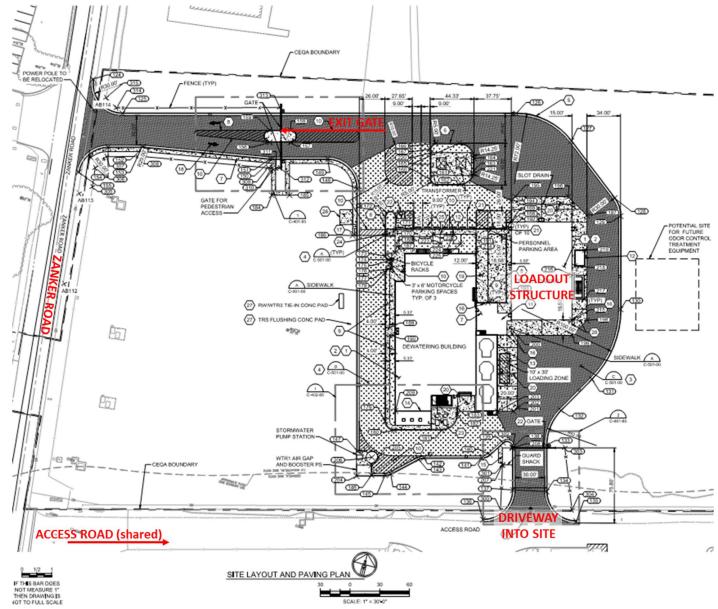


Figure 2 – Site Plan

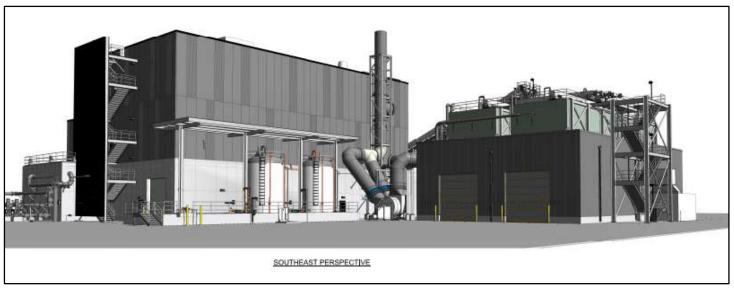


Figure 3 - Loadout Structure Entrance Rendering



Figure 4 - Loadout Structure Exit Rendering

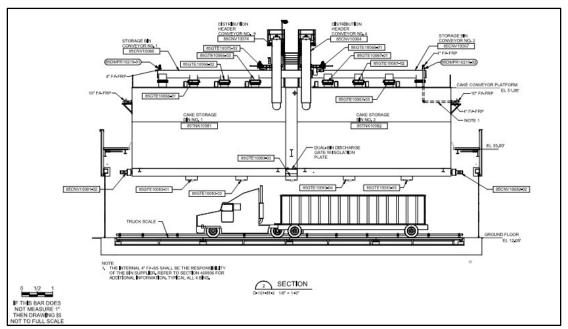


Figure 5 - Loadout Structure Section (Truck Side)

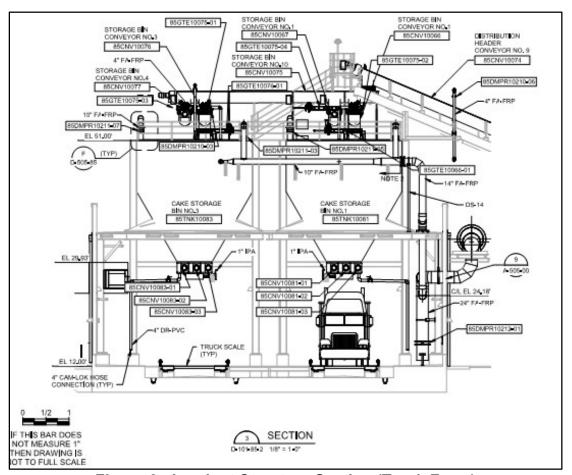


Figure 6 - Loadout Structure Section (Truck Front)

Exhibit B-3: Synagro's Operations Plan, Contingency Plan, and Spill Response and Safety Plan

EXHIBIT B-3: SYNAGRO'S OPERATIONS PLAN, CONTINGENCY PLAN, AND SPILL RESPONSE AND SAFETY PLAN

A. OVERVIEW

An overview of Synagro's approach to providing the required services both during startup and commissioning of the Dewatering Facility at the San José-Santa Clara Regional Wastewater Facility (RWF plant) and during full operations.

Synagro recommends that the procedures for start-up and commissioning be as similar as possible to the plan for full operations. This will promote consistency in operations protocols. In addition, Synagro and subcontractor management personnel will be on site during start up to ensure a smooth project start.

Synagro recommends the City of San José (City) look to other agencies for examples of successful communication plans. The program with the greatest success is one employed by the East Bay Municipal Utility District. Their plan follows these three basic steps.

- Plant staff activates a system generated e-mail at 3 PM each day indicating the number of loads required for the next day. If this cannot be done, then plant operations can send an e mail to Synagro's dispatch with the next day's load count.
- Plant staff communicate any changes to the load count for the next day preferably by e mail. If not by e mail, then group text for all designated Synagro and plant staff. If neither of those are possible then a phone call to the designated Synagro project manager. If the project manager is not available (i.e., vacation) then the designated Synagro alternate would be contacted.
- Acknowledgement of receipt of communication. Synagro employees will always acknowledge receipt of the following day's order by return e mail, group text or phone call.

Prior to start up, Synagro and City personnel will meet to accomplish the following:

- Confirm contact list for City and Synagro personnel, including phone # and email address. The contact list will include an order of contact for emergency communication, including communication could include plant emergencies that require Synagro to modify its loadout schedule or other safety related emergencies that require immediate communication. The emergency contact list will include local police, fire and other emergency services. The contact list will be Appendix A of this plan.
- Routine and planned services will be handled in accordance with the procedures outlined above, subject to modification as agreed to by plant staff and Synagro personnel.
- Emergency issues will be communicated based on an established order of contact.



Loading and Transportation to End Use Sites

Synagro will use subcontractors for transportation. In order to ensure reliability, availability and redundancy we will utilize three transportation subcontractors. These include Jess Ranch Trucking, Lone Tree Trucking, and RTI Environmental (dba Rogers Trucks). Our transportation subcontractors will load biosolids into end dump trailers in accordance with agreed upon procedures. Each driver will be trained on the plant's load out process. All transportation units will be semi tractors with aluminum end dump trailers specifically designed for the transport of biosolids. The trailers will have locking, gasketed end gates. The trailers will be tarped prior to leaving the plant site.

Synagro's plan is to provide 100% beneficial use of the RWF's biosolids. This will be accomplished by delivering the material to as many as five different end use options including one compost facility, one storage facility and land application programs in three different counties. Rather than refer to these sites as primary or back up, Synagro's approach is to utilize any and all of them as is most advantageous to the overall program. This will be determined by weather, cropping patterns, transportation needs, etc. Further discussion of the site details is included in section C. BENEFICIAL USE SERVICES.

All of the sites are owned or operated by Synagro or under Synagro permits. All programs are operated by Synagro employees with the exception of the Silva Sacramento land application program which is operated by the farmer under the supervision of Synagro Technical Services personnel.

Synagro transportation and end use practices are consistent with current best management practices (BMPs), which have proven to be safe and reliable. All drivers must complete safety orientation with respect to the loading, transport, unloading, and handling of biosolids. Copies of Synagro's standard spill response plan and land application BMPS are included in Appendix B.

B. TRANSPORTATION AND HANDLING ARRANGEMENTS

A brief description of Synagro's approach to providing loading, transportation, and unloading services.

As described in section A. OVERVIEW above, Synagro will communicate with plant staff to determine the load count for the following day. Once that has happened, Synagro will coordinate with the subcontract transporters regarding the following day's load dispatch and destinations. Under normal circumstances, destinations are established in advance and only change when there is a seasonal change or a dramatic shift in the load count. This allows transporters to plan their workload accordingly.





Once the trailer is loaded it will be tarped and inspected for spillage and if there is any present it will be cleaned in accordance with the agreed upon spill response procedures All paperwork will be completed and the driver will proceed to the instructed destination.

Biosolids will be delivered to any of the following sites:

- 1. Synagro El Nido land application storage site (located at the Central Valley Compost Facility) (105 miles) storage site is located within the footprint of the CVC site and is governed by applicable Report of Waste Discharge Requirements. The material is subsequently loaded into end dump trailers and transported to local land application sites within 5 miles of the compost/storage facility when land application is available in the area.
- 2. Synagro Merced County land application program (105 miles) direct to fields. During periods that land application is available in Merced County, loads will be driven directly to the farm fields where they will be unloaded. The load will be transferred directly to a spreader box and applied on farm fields at agronomic rates.
- 3. Synagro Liberty Compost Lost Hills, CA (197 miles) where it will be unloaded within the active footprint of the compost facility. The material will be placed into an aerated static pile. The pile will be covered with a geo synthetic liner and positively aerated (air pushed through the pile) in accordance with the Report of Compost Site Information issued by CalRecycle. The pile is monitored to ensure that proper time and temperature is achieved in order to meet the Process for Further Reduction of Pathogens (PFRP) requirement for composting. The finished product is sold in bulk to the local agricultural market, an area with a high concentration of orchard crops.
- 4. Silva Ranch Sacramento land application program (102 miles) The material will either be delivered to the onsite seven-day storage site (winter operations) or directly to fields (summer operations). The storage site is located within the footprint of the Silva Ranch land application site and is governed by the site's Report of Waste Discharge Requirements. The farmer loads material directly from the storage site to spreading equipment. The material is transferred and spread at agronomic rates via tractor spreader box combination. This all occurs within the permitted land application site and not on public roads. This step is bypassed in part in summer operations at which time the driver will deliver the material directly to the fields.
- 5. Solano County Land Application Program direct to fields (82 miles)– The biosolids will be delivered directly to the land application fields. The material is reloaded into spreading equipment and applied at agronomic rates via tractor spreader box combination

Routes to each of these sites are provided in Appendix C.





C. BENEFICIAL USE SERVICES

A brief description of Synagro's approach to providing beneficial use services including: the type of beneficial use; the sites that will be primarily and routinely used ("Designated Beneficial Use Sites"); and the sites that will be used if a Designated Beneficial Use Site becomes unavailable ("Backup Beneficial Use Sites").

Synagro will utilize biosolids for its highest value as a soil amendment, either through direct land application as class B biosolids or through conversion to class A EQ compost. The advantage of contracting with Synagro is that we are offering five options as part of our beneficial use plan and three of these options are available seven days per week, 365 days per year. Synagro's beneficial use plan for the City includes one composting facility, Liberty Compost, as well as land application programs in three counties. Land application is available in Sacramento, Solano and Merced Counties. These counties offer nine land application sites and two storage facilities. The storage facility in Sacramento County can be utilized all year. The storage facility in Merced County can be utilized January through June.

These sites will not be used in a "Primary and Backup" fashion. Rather, Synagro will manage the City's biosolids through these diverse outlets as is most advantageous to the program. As stated above, this includes considerations around weather, cropping patterns, transportation considerations, site conditions etc. This truly is a unique offering to the City which provides unmatched diversity, redundancy and ultimate reliability, especially when coupled with our use of multiple transportation subcontractors.

Included herein is a matrix of the options that will be used by Synagro to service the City of San Jose.

Facility	Owned By	Permitted By	Availability	All Weather Option
El Nido – CVC Storage	Synagro	Synagro	7 days per week, January 1 to June 30 of each year, including holidays	Yes
Liberty Compost	McCarthy Family Farms	Synagro	Year round, 7 days per week, including holidays	Yes
Merced County Land Application	Farmer owned	Synagro	7 days per week, cropping windows – typically March, July, and October through December, including holidays	No
Silva Sacramento Land Application	Farmer owned	Synagro	Year round, 7 days per week, including holidays	Yes





Solano County	Farmer	Synagro	April 16 through	No
Land Application	owned		October 14 of each	
			year, Monday through	
			Friday except county	
			holidays	

The three counties provided for land application include nine land application sites (farms). We have provided general mapping to each of these counties and if requested we can provide specific mapping to each of the individual nine farms. Detail on the nine sites is provided in the following table:

		SUMMARY OF RN AND CENT			
Site Name	County	Type of Facility	Annual Capacity	Committed Capacity	Available Capacity
		1 acmry	Capacity	Capacity	Capacity
Liberty Compost	Kern	Compost	196,000	86,000	110,000
Emigh Souza Ranch	Solano	Land Application	15,000	,	,
McCormack Ranch	Solano	Land Application	35,000		
Mayhood Ranch	Solano	Land Application	23,000		
Hamilton Farms	Solano	Land Application	29,000		
Emigh Land LP	Solano	Land Application	45,000		
Total -	- Solano Count	У	147,000		
Total Available Each Year Based on 3-year field		49,000	26,000	23,000	
rotation					
Mullinax Ranch	Merced	Land Application	20,000		
Menefee Ranch	Merced	Land Application	32,000		
Baker Farming	Merced	Land Application	20,000		
Hirdes Ranch	Merced	Land Application	10,000		
	Merced Count	y	82,000	36,000	46,000
Silva Ranch	Sacramento	Land Application	160,000	110,000	50,000
	Annual Capaci	ty	487,000	258,000	229,000
Silva Ranch	Sacramento	Storage ¹	15,000		
Central Valley Compost/Storage	Merced	Storage ²	10,000		



- 1. Material can be stored up to 7 days and then spread on the land application site. There is no limit to the number of tons that can be placed into and removed from the storage site.
- 2. The Central Valley Compost/Storage site can receive up to 10,000 tons of material between January and June of each year. It is then transported and land applied at one or more of the adjacent Merced farms based on available cropping windows.

Land application of biosolids for beneficial agricultural use provides the following environmental benefits:

- Diverts organics from landfills consistent with SB 1383
- Improves soil health
- Increases crop yield
- Biosolids contain certain micronutrients not preset in commercial fertilizers.
- Reduces irrigation requirement by approximately 30% due to hydroscopic properties
- Sequesters carbon
- Reduces or eliminates reliance on commercial fertilizers, which are byproducts from fossil fuel production
- Replaces commercial fertilizer production which is a high energy consumption process

Composting of biosolids offers the same benefits as land application. Composting also offers the following additional benefits:

- Compost sites are not weather dependent
- Class A EQ compost can be sold into markets that are otherwise unavailable to Class B biosolids such as food crops, landscape applications, golf courses etc.
- Can process certain RWF biosolids that don't meet the City's specifications into a Class A product that can be recycled instead of landfilled.

Distribution and Marketing of Compost

A. Synagro's Experience

Synagro enjoys a long and successful history of biosolids composting in the Golden State. We acquired and began operations of our first in-State biosolids processing facility (a 500-wet ton per day capacity windrow composting facility) in the late 1990's. A second, 200-wet ton per day windrow composting facility was acquired in 2001.

As those facilities were encroached upon by development the company recognized that, to provide continued composting services to its municipal partners, it was necessary to design, finance, build, and operate and maintain additional composting facilities located more remotely from large developments but in the heart of agricultural end use markets,





California's Central Valley. The first of these was the Central Valley Composting (CVC) windrow composting facility in Dos Palos, CA. Commercialized in 2005, CVC annually processes about 100,000 wet tons of regionally produced biosolids and green waste and produces about 100 tons of product per day.

In 2006, Synagro opened its 44-acre South Kern Compost Manufacturing Facility located in the South Kern Industrial Center near Taft, CA. Usually referred to as SKIC, this facility utilizes aerated static pile composting to produce 500 tons of Class A compost product per day.

Synagro acquired Nursery Products in 2016. This windrow composting facility located in San Bernardino County provides windrow composting of up to 400,000 tons of regionally generated biosolids and yard/green waste per year. Now, with the addition of Liberty Composting, Synagro will be producing and marketing an additional 50,000-60,000 tons of compost per year. The total compost marketed in California from the four facilities is listed in the table below.

Facility	Tons of Compost per Year
CVC	30,000-40,000
Liberty	50,000-60,000
SKIC	65,000-75,000
Nursey Products	150,000-175,000
Total Tons	295,000-350,000

As with most of the biosolids processing facilities we operate, Synagro takes responsibility for the timely and proper management of any product created. Compost Synagro produces is generally marketed under the trade name AllGro® compost. In California, our Product Sales and Marketing staff annually manages about 250,000 tons of AllGro; Liberty's additional tonnage will increase this to over 300,000 tons per year.

Compost sales are managed by Synagro's Thomas Fantozzi. Thomas comes from a farming family and, since graduating from Cal Poly, San Luis Obispo in 2015, has continued his work experience in agriculture and composting. Immediately after graduation, Thomas worked as a consultant for the U.S. Composting Council. Prior to joining Synagro in 2021, Thomas worked in the agricultural services industries which enabled him to bring numerous grower relationships to Synagro's AllGro marketing program. Thomas is a member of the Almond Board Leadership Program and plans to serve on that organization's Soil Health Committee.



Like Thomas, Jason Brooks, Liberty Compost's sales manager, was raised in a farming community and has been working in agricultural industries since middle school. After graduating from Fresno State University, Jason worked with growers across a broad spectrum of crops including produce, alfalfa, and sorghum. Since 2017, Jason has been responsible for distribution and marketing of Liberty's compost products, and he brings that experience and the relationships he has developed in the marketplace to our team. Jason has been able to promote the use of compost by working closely with growers in the region, adjusting their perceptions of the value of the product as a valuable affordable input to their fertilization programs. Through these efforts, Jason has been able to increase the price endusers are willing to pay for the product.

B. End Use Markets

Although the RWF's material will not be going to CVC, AllGro compost produced at CVC is distributed to end users in Merced, Madera, Fresno, and Kings counties. Growers predominantly raise tree crops (almond, walnut, pistachio, pomegranate, and persimmon). Additionally, some customers utilize AllGro on row crops, including melons (cantaloupe, watermelon) and grapes (table, raisin, wine). We also distribute AllGro compost from CVC to firms supporting Caltrans and local roadway work as well as to landscapers and nurseries for local development/grounds maintenance.

Synagro has recently developed a business relationship with Superior Soil Supplements, California's largest distributor of bulk agricultural soil amendments and landscape materials. Through this arrangement Superior purchases compost from CVC and blends AllGro with mineral soil amendments (e.g., gypsum, sulfur, etc.) to produce a high value product tailored to meet their customers' needs.

Similarly, Liberty distributes compost to growers of tree crops and grapes throughout the Central Valley. Liberty's end users are found in Kern, Fresno. Kings, Madera, San Luis Obispo, Alameda, and Santa Barbara counties. A limited amount of Liberty's compost is distributed in Orange County to support the Orange County Sanitary District's (OCSD) promotional events.

D. PRELIMINARY PLANS

These plans will be updated prior to the start of services and as needed throughout the term of the agreement. Updates will be submitted for the City's review and approval prior to Synagro's implementation of any changes.

I. Preliminary Operations Plan

Synagro's plan for providing the required services.

Synagro's **preliminary operations plan** is essentially a recap of sections A through C above. The step-by-step implementation and operations plan is as follows:





Timing	Step	Result
Prior to services	Project pre-	1.Emergency contact list established
start	startup	2.Loadout training procedures determined
	meeting	3. Loadout training schedule established
		4.Measurement and payment and billing paperwork
		procedures agreed on
		5. Synagro monitoring, and compliance reporting explained,
		and sample reports provided
		6.Service needs communication plan established.
		7.Synagro confirms all testing and analysis is complete
		8.Synagro confirms that material is suitable for acceptance
		into its programs
Between Notice	Advance	1.Synagro and plant staff test communication
to Prepare to	notification of	process/confirmation and sign off that plan is functional
Initiate Services	startup and	2.Synagro prepares for service start up and confirms start
and Notice to	commissioning	dates and load count.
Proceed with		3.Driver and Synagro project management orientation on
Startup and		loadout procedures.
Commissioning		4.Synagro confirms that all drivers assigned to RWF have
Services		been trained on transportation, handling, and emergency
		spill response with respect to biosolids.
Dewatering	Synagro	1.Synagro subcontract transporters arrive for loadout and
Facility's	initiates service	load paperwork processing. Synagro management will
startup and		be on site to monitor to ensure smooth operation.
commissioning		2.Synagro subcontract transporters deliver biosolids to
		designated end use sites
Dewatering	Synagro	1. Synagro subcontract transporters arrive for loadout and
Facility's full	maintains	load paperwork processing.
operations	service	2.Synagro subcontract transporters deliver biosolids to
		designated end use sites
Periodic	Progress	1. Synagro and plant staff meet periodically (frequency to be
	meetings	determined) to discuss and fine tune the services once
		the Dewatering Facility is up and running.
		2.Measure the effectiveness of the service adjustments.

Additional Information

Training Requirements for Synagro employees and subcontractors

- 1. Biosolids transportation and handling*
- 2. Emergency spill response procedures*
- 3. RWF's general safety procedures (as required by City)
- 4. RWF's Dewatering Facility load out procedures
- 5. Driver procedures for management of transportation paperwork (scale tickets, Synagro cake ticket and truck log)*
- 6. Synagro best management practices for unloading of biosolids and land application and compost sites.
- * These training requirements are to be completed prior to the driver appearing on the plant site.

Transportation Routes from Dewatering Facility to beneficial end use sites.

The transportation routes from the RWF's Dewatering Facility to the five end use sites are included in Appendix C.

Overview of Operations at the various beneficial use sites:

- 1. Synagro CVC Storage -Synagro is permitted to accept up to 10,000 tons per season of biosolids into a storage area located within the CVC site. These tons can be received between January 1 and June 30. The tons are relocated to adjacent land application fields when the fields come available, usually in July of each year. The material can be stored indefinitely but must be received no later than June 30. The stored biosolids are loaded into end dump trailers and transported to fields within five miles where they are immediately spread and incorporated into the soil in accordance with Merced County's biosolids management plan.
- 2. Liberty Compost Material delivered to this facility is mono-composted in aerated static piles. Open windrow material is turned every three days. The material that is processed using positive pressure aerated static pile technology is not periodically turned, rather piles are covered with a synthetic cover known as the Gore Composting System. Then air is forced through the piles with a piping system and provides the proper aeration for composting activity as part of the Process for Further Reduction of Pathogens (PFRP). Upon completion of the composting process the material is sold into the local agricultural market in bulk. The RWF's biosolids will only be processed using aerated static piles.





- 3. Merced Land Application Material that is delivered to the Merced land application program is deposited in the field in which the material will be spread. The material is loaded using a rubber-tired loader into a spreader box that is pulled with an agricultural tractor. Upon completion of the spreading operating, the field is disced to incorporate the spread biosolids. Biosolids application rates are established based on the nitrogen requirement of the crop being planted. All land application processes are consistent with permit requirements and best management practices.
- 4. Silva Ranch Sacramento Land Application Material that is delivered to the Silva Ranch land application program during the summer is deposited in the field in which the material will be spread. The material is loaded using a rubber-tired loader into a spreader box that is pulled with an agricultural tractor. Upon completion of the spreading operating, the field is disced to incorporate the spread biosolids. Biosolids application rates are established based on the nitrogen requirement of the crop being planted. All land application processes are consistent with permit requirements and best management practices.

The Silva Ranch program also possesses a seven-day temporary storage facility for use during the winter months. This is used primarily as a staging area as the fields are not accessible by truck during the winter. The trucks deliver biosolids to the storage pit instead where it is loaded with a rubber-tired loader into spreader boxes that are pulled by agricultural tractors to the fields where they are applied. The fields are accessible by private road within the farm acreage. The tractors do not access any public roads for this purpose. The fields are within one half mile of the pit.

5. Solano Land Application – Material that is delivered to the Solano land application program is deposited in the field in which the material will be spread. The material is loaded using a rubber-tired loader into a spreader box that is pulled with an agricultural tractor. Upon completion of the spreading operating, the field is disced to incorporate the spread biosolids. Biosolids application rates are established based on the nitrogen requirement of the crop being planted. All land application processes are consistent with permit requirements and best management practices.

Reporting and Invoicing Processes

Invoicing

Synagro will generate a sequentially controlled "cake ticket" with every load that is processed. The tickets will be stored at the plant site. Each time a truck driver pulls in to be loaded, he will complete a ticket and will attach it to the scale ticket at the plant site, providing the plant issues a scale ticket. The cake ticket will include the date loaded, the gross weight, tare weight and net weight of the load.





The ticket will also include the destination and destination code along with the date unloaded. In the event the plant does not issue a scale ticket, weights will be verified by use of a certified public scale or a certified scale at the end use site. All cake tickets will be retained, including voided tickets, in order to maintain numerical control.

A copy of the cake ticket will be left at the plant site for the City to match up with the Synagro documentation that accompanies the billing.

Cake tickets will be entered into a Synagro e-ticket system. This system will generate a report that supports the monthly invoicing. This ticket report will accompany the monthly invoice.

Reporting

Synagro, through its proprietary Residuals Management System (RMS), will provide monthly reports indicating the destination of each load, including the field applied for loads that go to land application and the date they are applied. This data is accumulated and will be reported back to you monthly via an electronic report.

In addition to the monthly reporting, Synagro will send you an annual report with all the information necessary to complete your reporting to the United States Environmental Protection Agency and the California Department of Water Resources, Regional Water Quality Control Board.

2. Preliminary Contingency Plan

Synagro's approach to providing services when Designated Beneficial Use Sites and Designated Seasonal Storage Sites are unavailable and during potential emergencies.

Synagro's position is that the use of the five options listed herein serves as its own contingency plan. Of these sites, two are year-round and are not weather dependent. One additional site, CVC storage, is year-round with some timing restrictions. These facilities have an available capacity of 229,000 tons per year, which is more than twice the volume we are proposing to manage. Absent of a change in law that prevents the land application and composting of biosolids, Synagro is prepared to meet its obligations with separate, redundant capacity.

The use of Liberty Compost further protects the City in that the sites can accept partially treated subclass b biosolids. If for some reason, the City cannot meet the necessary pathogen reduction through its process, the compost sites can still accept the material at the contracted price.

Synagro will establish landfill back up for material that does not meet the metals or priority pollutant concentrations for land application or composting but do meet the limits for landfill disposal. Any





limits that are in excess of those established for disposal of the material as non-hazardous will require separate handling.

3. Preliminary Spill Response and Safety Plan

Description of the procedures Synagro will follow in the event of a spill at the Dewatering Facility site or during transport, and how Synagro will ensure safety during loading, unloading, and transport.

At Synagro, safety is of paramount importance, and we have invested in a full staff of safety professionals who proactively train and support regional operating personnel. We have well established spill response and safety plans. A copy of the Spill Response plan is included in Appendix B. Our safety program highlights include:

- Stop Work Authority All employees have the right to stop a project or a workflow if they feel that there is an unsafe condition or if they are being asked to do something that is unsafe. The issue is reported up the Synagro reporting chain of command and work may not restart until the issue is resolved to the satisfaction of the Region Safety Manager.
- Written COVID-19 Protocol All employees are educated in the protocols associated with protecting themselves, their co-workers and our clients through review and training in proper COVID-19 protocols. Each employee is provided the protocol in writing and is provided with all necessary COVID-19 personal protective equipment (PPE).
- Project-Specific Hazardous Assessment Plan (HAZAP) and Job Safety Analysis (JSA)
- Annual Safety Days Operations are shut down for region-wide safety training and reviews
- Quarterly safety training mandated for all employees This training is tailored to and required of all employees.
- Weekly safety tailgate meetings on all project sites
- Full-time Corporate Safety Director
- Full-time Regional Safety Managers
- Reporting of "safety saves" and "near misses" which are then reported back through the company's e-mail system
- After action review of any safety issue through issuance of a "Synagro Safety Alert" detailing the incident and the recommendations to avoid injury and promote employee safety
- Strict enforcement of company's zero tolerance policy as it relates to alcohol and controlled substances
- Bilingual Resources All safety related materials are available in English and Spanish.

Synagro will work with City staff to develop safe and proper load out procedures. These procedures will include safe entry and egress of the plant, awareness of plant speed limits and other safety procedures specific to the plant such as assembly areas in the event of chlorine or hydrogen sulfide exposure.



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In addition to these site-specific safety concerns, all Synagro employees and contractors are required to perform a pre-trip safety inspection of their vehicle and trailer. If there is an issue, the driver must determine if it is something that requires immediate attention prior to operating his vehicle or if it something that can be addressed after completion of his route.

APPENDICES

- A. Contact List (will be provided following Notice to Prepare to Initiate Services)
- B. Synagro's Spill Response Plan and Land Application Best Management Practices
- C. Routes from the RWF's Dewatering Facility to Synagro's Beneficial Use Sites

Appendix B Synagro Spill Response Plan and Land Application Best Management Practices

SYNAGRO	Synagro –	- West Region
Subject:	Biosolids Spill Response Plan	Effective Date: November 1, 2004
Approved b	y: EHS&T Manager; Technical Services Director	Last Review/Revision: 02/17/2017

A copy of this document shall be maintained at all times in all transport vehicles carrying biosolids on behalf of Synagro and/or its subsidiaries and be readily available in the event of a spill.

Biosolids Spill Response Plan

Biosolids are non-hazardous and non-toxic. If a spill occurs, there is no need for special equipment or emergency procedures beyond those outlined in this plan. Biosolids are processed solids, primarily organic, that are used for agricultural fertilizers and soil amendments. Biosolids are produced in water reclamation or wastewater treatment plants and transported to farms or to composting facilities.

Biosolids spilled onto pavement pose a potential road hazard because they can create wet, slick conditions for motor vehicles, and/or can obstruct traffic flow. If biosolids remain on the surface for a sufficient time they could be a source of potential contamination of nearby storm drains, waterways, or ground water. Biosolids should be thoroughly removed so that no significant residues remain to be washed into any storm drain or waterway by surface water (rain, runoff, etc.). All spilled biosolids must be returned to the trailer from which they spilled, or be loaded into another appropriate transport vehicle and delivered to an approved location.

GENERAL INFORMATION

- A. Biosolids characteristics are:
 - a. Solids content: 2% 95%
 - b. Consistency: Moist to dry paste or mush up to about 40% solids: dirt-like when solids exceed 45%. Can also be in liquid form.
 - c. Volatile solids: 40% 60+% (percentage of total solids)
 - d. pH: 5 10, most commonly about 7.5
 - e. Chemical character: NON-HAZARDOUS Processed organic residual solids from domestic wastewater treatment facilities, containing nitrogen, phosphorous, trace metals, and some pathogenic organisms.
- B. Drivers should make sure they always have the following safety equipment in/on their vehicle at all times while transporting biosolids:
 - a. First Aid Kit
 - b. Reflective triangles
 - c. Fire Extinguisher
 - d. Push Broom (to sweep up debris and biosolids from roadway)
 - e. Shovel (use to prevent biosolids from draining into waterways / ditches)
- C. Personnel cleaning up a spill must follow basic personal hygiene procedures in handling biosolids.
 - a. Wear gloves for shoveling, sweeping, or handling biosolids.
 - b. Wash hands (and, as necessary, arms, face, etc.) with waterless anti-bacterial hand cleaner or mild soap and water following spill clean-up and prior to eating or drinking.

QUICK REFERENCE GUIDE TO BIOSOLIDS SPILL CLEANUP PROCEDURES

- 1) INFORMATION ABOUT BIOSOLIDS: Biosolids are the non-hazardous organic material remaining from the wastewater treatment process. The material is highly treated, nutrient-rich, mud-like, black/brown in color, organic fertilizing material which is considered Non-hazardous material per EPA and state law.
- 2) SAFE HANDLING PRECAUTIONS: You may be exposed to biosolids during loading, unloading and spills through inhalation or ingestion. To prevent this, the following precautions are recommended:
- Wear personal protective equipment (PPE)
- Leather gloves
- Boots (optional, but recommended during spill cleanup)
- Liquid repellant coveralls (optional, but recommended during spill cleanup)
- Wash hands with soap after handling biosolids
- Disinfect and cover cuts
- > Don't eat, smoke, or chew around biosolids
- 3) MANAGEMENT OF CLEAN UP ACTIVITIES: CALLS TO MAKE IMMEDIATELY AFTER SPILL- Immediately notify your Supervisor. Independent carriers (IC) must also notify the appropriate Synagro Project Manager immediately. Then notify highway patrol (911) if spill occurred on public right-of-way. Give location and amount of spill to individual(s) contacted. If the spill occurs on State Highways or Interstates, the state DOT offices will most likely take the lead on providing equipment and crew to clean up the spill, however, check with your Supervisor. If possible, SYNAGRO labor and equipment are to be utilized. The Project Manager shall also communicate with the authorities and the public on the scene, answering questions and advising of the clean-up activities.

If hauling truck and trailer are not disabled -

- 1. Minimum of 2 laborers (more depending on size of spill).
- 2. Class B, rubber tire front-end loader (this may not be required if spill is 2 cubic yards or less).
- 3. Dump truck with sand
- 4. Shovels
- 5. Brooms
- 6. Traffic Cones

If hauling truck and/or trailer are disabled -

- Same as above, plus a hauling truck and/or trailer as required.
- 4) HALT SOURCE OF SPILL: Such as a ruptured container or damaged transport unit. The first SYNAGRO representative (whether IC, operator, or manager) at the scene will begin procedures to halt the spill and initiate clean-up activities.
- 5) CONTAIN SPILL: Form a barrier. Sufficient quantities of straw shall be used for such purposes. Earthen barriers may be constructed to augment the straw bale containment area. The Project Manager or the person in charge on the spill site will advise the clean-up personnel where to get the straw or other items necessary to complete the clean-up operation, i.e. local farmers, farm supply center, nursery, etc.
- 6) <u>CLEAN UP: At the spill site, the driver and/or clean-up crew shall perform the following clean-up procedures:</u>
 - 1. Park the hauling truck on the side of the road, if possible.
 - 2. Administer emergency first aid, as appropriate, if personal injuries are encountered.
 - 3. Place traffic cones, reflectors, and/or flares to divert traffic around the spill site.
 - 4. Determine the extent of the spill and take photos of spill and final clean-up.
 - 5. Spread sand over and around biosolids to absorb moisture and prevent movement into storm drains or other waterway inlets.
 - 6. Move biosolids into a pile using shovels and brooms.

- 7. Using the front end loader, reload piled biosolids into the hauler's truck (if not disabled) or into another available truck (if the hauler's truck is disabled). If the trailer is disabled, transfer to new trailer. For very small spills (2 cubic yards or less) use of the front end loader may not be necessary; biosolids can be shoveled into a small truck for transport back to the plant.
- 8. Final clean-up is by means of shovels and brooms. At no time should any biosolids be hosed down into any storm drains. Do not wash off tools or trucks at the spill location.
- 9. Cooperate with law enforcement and/or fire department personnel responding to the spill. Inform them of the non-hazardous nature of the spilled material and actions to be carried out according to this plan.
- 7) FINAL CLEAN UP: Disposal of spilled biosolids following clean-up shall be as follows:
 - 1. If not disabled, the hauler's truck may proceed to the original destination.
 - 2. Any biosolids that have been loaded into a pick-up truck are to be returned to the Plant and loaded into the next available trailer or taken to the original destination.
 - 3. Following clean-up and disposal of the spilled biosolids, all equipment used for spill response is to be returned to its originating location for cleaning.
 - 4. The ultimate goal will be to restore the spill area to its original condition, if possible.

Driver - The following assumes the driver is unhurt and is able to contact the Facility's Spill Response Coordinator (see definition below).

- 1. The driver will park the truck on the side of the road if possible and place traffic cones and reflectors to divert traffic around the spill.
- 2. The driver will remain with the truck and spilled material, unless it is necessary to leave temporarily in order to contact the Facility Spill Response Coordinator.
- 3. The driver will contact the Facility Spill Response Coordinator immediately. The driver will also complete the "Driver's Vehicle Accident" report form and provide the Spill Response Coordinator with the information on the form to record details of the accident. Be sure to diagram and photograph and describe the accident or spill.
- 4. The driver will assist with traffic control and clean-up and will NOT leave the scene of any spill, not even a small one, until it is reported to the Spill Response Coordinator and cleaned up. Note: Call the Spill Response Coordinator first; then notify the Dispatcher and/or Project Manager; then call 911.
- 5. If the spill occurs on State Highways or Interstates, then the state DOT office will most likely take the lead on providing equipment and crew to clean up the spill. However, check with your Supervisor.
- 6. Do not move equipment if its position is helpful to traffic control or containment unless leaving it where it is will create a hazard.
- 7. While awaiting police and/or cleanup crew, help the other party (or parties), if safely able to do so.
- 8. Don't give statements or sign anything other than bona fide papers presented by a law enforcement officer or public health officials.
- 9. In accidents involving a fatality, don't talk or give any statements until you are represented by an attorney. You have this right by law.
- 10. Don't admit responsibility or agree to pay for anything.
- 11. Don't argue responsibility for the accident. Be courteous.
- 12. Contract Hauler Responsibilities Hauler is required to notify Synagro immediately after a spill and upon completion of clean-up of all spills. Hauler is required to complete and forward a copy of the spill response form to Synagro.

Clean-Up Crew -The clean-up crew will perform the following clean-up procedures:

- 1. Place traffic cones, reflectors, and/or flares, as appropriate, to divert traffic around the spill site.
- 2. Spread sand around biosolids to absorb moisture and prevent movement into storm drains or other waterways. Place sandbags at storm drains and other waterway inlets. Clean un-weathered wheat or other small grain straw can also be used as an absorbent and temporary drain block.
- 3. Move biosolids into a pile using shovels and brooms.
- 4. Using the rubber-tired loader or equivalent, reload piled biosolids into the truck, if it isn't disabled, or into a replacement truck for hauling to the appropriate destination. For small spills, use of the loader may not be necessary. Biosolids can be shoveled into a truck for transport to the reuse site.
- 5. Final clean-up is by means of shovels and brooms for small spills and a street sweeper for larger spills. Pick up all accumulations of biosolids. Police the area and pick up all biosolids. Do not hose down or wash significant amounts of biosolids into any storm drain, drainage ditch, stream, or other waterway. Do not wash off tools or trucks at the spill location. Follow instructions from the local health official(s) on site at the spill location.

Spill Response Coordinator - The Spill Response Coordinator will normally be the Manager for the land application destination. He/she will notify the state police or local jurisdiction officials, the State Department of Transportation, or any other agencies as appropriate, as well as the customer. The Manager will also notify the project area Technical Services Manager who will, in turn will notify the County Health Department, EPA or other regulatory agencies.

The Spill Response Coordinator assumes complete responsibility for directing all activities associated with the clean-up of a spill. He/she will:

- 1. Designate and dispatch a clean-up crew plus necessary equipment to the spill site to clean-up the spill and notify the appropriate agencies.
- 2. Photograph the spill and final clean up.
- 3. Inform the producing facility's contact person of the spill, as well as the project area's Technical Services Manager and the EHS&T Director.
- 4. Load spilled biosolids back into the haul vehicle, if it is operable. If the vehicle is unable to complete the trip to the delivery destination, load the spilled material into an alternate vehicle.
- 5. Dispatch another truck and/or trailer to the spill location if the hauling truck and/or trailer is/are disabled.
- 6. Dispatch some or all of the following to the spill location:
 - a. Minimum of two-person clean-up crew (more personnel as needed; dependent on size of spill).
 - b. An appropriate rubber-tired loader or equivalent to pick up spilled material (may not be required for a small spill). Coordinator will have discretion to select the most efficient loading option based on equipment availability and spill size.
 - c. Sand and sandbags and/or fresh small-grain straw (e.g., wheat straw), or alternative absorbents and drain blocking material
 - d. Street sweeper
 - e. Additional shovels, brooms, traffic cones and/or flares
- 7. Oversee and coordinate retrieval of any damaged or disabled transportation equipment involved in the spill.
- 8. Contact the project area Technical Services Manager during the clean-up if any unusual situations arise, or if the Spill Response Coordinator requires special assistance.
- 9. Provide liaison and coordinate with agencies that may respond to the spill whether expressly notified by Synagro or not. Such agencies may include:
 - f. Highway Patrol or State Police
 - g. Local (municipal or county) law enforcement
 - h. Local fire department(s)
 - i. State Department of Transportation
 - j. State Department of Fish and Game
 - k. State Department of Forestry
 - 1. Others as deemed required
- 10. After clean-up, transport spilled biosolids to the designated use or processing site, whether the original vehicle or a substitute truck / trailer is used.
- 11. Transport all equipment used for spill response to the wastewater plant or to the destination site, whichever is nearer, for cleaning after completing clean-up and removal of the spilled biosolids. Truck beds and other equipment should be hosed down at the field or the processing site.
- 12. The ultimate goal will be to restore the spill area to its original condition, if possible.

FOLLOW UP NOTIFICATION AND REPORTS

Additional responsibilities of the Spill Response Coordinator require that he/she:

- 1. Notify the Area Director immediately following completion of the spill clean-up, and ensure the load data and spill response section of the "Driver's Vehicle Accident Report" is completed.
- 2. Inspect the site after clean-up and attest to the adequacy of the clean-up. Take necessary photos.
- 3. Maintain a log of pertinent information about the biosolids spill.
- 4. Complete a descriptive incident report and forward copies to the Regional Vice President, EHS&T Manager, project area Technical Services Manager and the producing plant's contact person within 24 hours of any spill.
- 5. Immediate Notification: Synagro must notify the affected Plant Superintendent in the event of a spill if 1) someone is seriously injured or killed, 2) if there is a public health concern, 3) if 2 tons or more is spilled or (4) if there is media coverage of the spill.
- 6. The project area Technical Services Manager will complete and transmit the required information to the appropriate regulatory agency, within five (5) days of spills involving entry of biosolids into storm drains (unless other requirements supersede this time-frame) and include the following additional information:
 - a. Waterways or ground water affected
 - b. Written confirmation of the previous telephone notifications



Sacramento County SILVA RANCH Land Application Procedures

February 26, 2021

LAND APPLICATION UNLOADING PROCEDURES

The following procedures and best practices have been developed to ensure safe and compliant land application as well as preventing the transfer of biosolids on to county or state roads. The most important step in this process is for each and every person involved in the program to understand that it is his or her responsibility to not allow any biosolids tracking offsite. The absence or temporary unavailability of one component of the program does not relieve the responsibility of others to adhere to this requirement.

The easiest and most efficient way to keep the roads clean is to prevent the condition that leads to contamination in the first place. In this case, it is the trailer coming in contact with biosolids. Please note that even with the washout and inspection procedures at or near the exit gate, trailer tires that come in contact with biosolids will result in tracking of the material throughout the site. All subsequent trucks will have to either avoid the tracking or run the risk of running through the tracked material and will require washing off, even though they have not personally tracked the material.

PROCEDURES

Steps for ensuring that biosolids are not tracked on to county or state roads when trucks are unloading and exiting land application sites:

The best way to ensure that biosolids are not tracked on to any roads outside of the land application site is to not let any portion of the trailer or tires to be in contact with biosolids. This can be accomplished through the following best management practices and site requirements:

1. Spreading straw into trailers to ensure ease of unloading (load not getting stuck in the trailer)

The driver pulls up next to the stack of straw bales before retarping his trailer. He can climb up on the stack of bales and toss a bale of straw into the trailer. If the driver is not comfortable with this method, cut the bale twine and use a pitch fork to transfer the straw a little at a time. Start spreading out the straw in the nose of the trailer then work back covering the truck bed using the whole bale. Be sure to take any loose twine with you or dispose of it in properly market trash containers. Do not leave it on site.

Good straw will cover the entire floor front to rear. Bad straw may only cover half of the trailer. But even with the front half of the trailer covered, dumping will be much easier because elevating the nose will get gravity to work in your favor and push the rest of the load out.

This procedure will save the trucker time unloading and the need to wash tires, effectively reducing the total amount of time on site and greatly reducing the likelihood that biosolids will be tracked offsite.

2. <u>Trailer unloading:</u>

- 1. Ensure unloading surface is level and even.
- 2. Always set the trailer brakes and allow the tractor to roll back. Do not set brakes on the tractor and allow the trailer to move.
- 3. Hook mud flaps (see below)
- 4. Untarp trailer
- 5. Open tail gate
- 6. Return to tractor cab and engage PTO
- 7. Pull forward while dumping to prevent the material from contacting the tires. Proceed very slowly and safely, lowering the bed gradually.

- 8. Pull truck and trailer clear of any biosolids.
- 9. Get out of the truck, perform a visual inspection and close tail gate.
- 10. Proceed to the washout area if necessary, follow all washout and sign out procedures.

The trailer gate must be open before engaging the PTO. When the PTO has been engaged, you must remain next to the controls at all times. Do not leave your truck at any time while the PTO is engaged. Do not jerk or shake "bump" the trailer to finish unloading. This is a common way the trailer tires are contaminated with biosolids. Further, this may cause the trailer to tip on its side. It is also extremely hard on the trailer's hydraulic ram and is obviously very costly to repair.

Before unloading, it is recommended that the drivers hook up their mud flaps. This is a common practice in the trucking industry. To facilitate hooking mud flaps up, simply punch a hole in the flap at the bottom center. A "J" hook can be welded to the flap holder bracket (see first picture below left). It only takes a few seconds to hook and unhook (see second picture below right). This best practice will reduce the opportunity for the mud flap getting contaminated with biosolids. An additional benefit is the prevention of torn flaps.





Mud flap hook and hole placement

Hooked mud flap

3. Truck tires and mud flap washout procedures:

Adherence to proper unloading procedures will reduce or eliminate the need for washing off of trailers, tires and mud flaps. In the event the wash area needs to be utilized, drivers must adhere to the following procedures.

The proper procedure for preventing the trailer axles from running through mud is to have the first driver start as far back as he or she can and wash off the tires and mud flaps if necessary. Any subsequent drivers

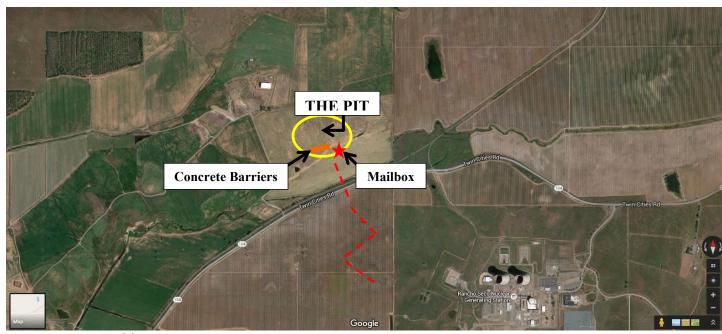
should pull far enough up alongside the washout area and jackknife back in to the dry area that is furthest back, wash off and go. This procedure should be executed 4 or 5 times until the area is no longer suitable for this procedure, at which point the tank will be moved to another location and the procedure is repeated.

The driver must wash off all biosolids that may be present between tires, on tire side walls, in tire treads and on mud flaps. He or she should pull forward a few feet and repeat the process, if necessary.

SILVA RANCH PIT MAP AND MAIL BOX

YNAGRO

SILVA RANCH - Sacramento County, Ca Synagro West, LLC.



1. Dump load(s) in the pit area



2. Please leave load ticket(s) in the Mailbox and see the picture above for your reference

Synagro and Generator Sub-Hauler Basic Safety Rules - Acknowledgement Form

General

- Heads up Safety. Be aware of your surroundings
- Follow Good Housekeeping Practices- Clean up any spills
- Report any injuries, property or equipment damage to your Synagro contact
- Follow the posted Speed limits at all times. (8-mph unless otherwise posted)
- Drive according to the weather conditions and your field of vision
- Watch out around curves, hills, and valleys
- Stay right of center line
- Watch out for oncoming traffic
- Last Minute Risk Assessment [WWW.] What am I about to do? What could hurt me or someone else? What am I going to do about it?

Entering plant, work areas, or land application sites

- Make sure your headlights are on
- Watch out for other trucks, cars and equipment traffic
- If entering the plant or site for the first time, ask to review the site Safe Work Permit
- **Observe the 50 foot rule** make verbal, physical or eye contact with anyone within a 50' radius of your truck.
- Sound you horn as you approach intersections, driveways or other parked equipment or vehicles
- Watch out for pedestrians, cars, etc.
- Drive slow to mitigate excess dust
- Use discretion if you are in residential neighborhood during night hours

Parking, Unloading Truck

- Wear Proper Personal Protective Equipment [PPE] High Vis Vest/Clothing, Hard Hat, and Steel Toe Boots/Shoes.
- Park truck securely
- Dismount from truck safely- Use handholds, use 3 point climbing method
- Watch out for footing, mud, and tripping/slipping /falling hazards
- Watch out for trucks, cars and any equipment traffic
- No unloading of elevated truck bodies when other vehicles or persons are nearby

Leaving the field, plant area or work area

- Wash off any excess biosolids & dirt before leaving the site
- Walk around truck before leaving, make sure all is clear
- Sound horn before moving truck alert anyone in the area
- Make sure your headlights are on
- Watch out for pedestrians
- Follow the posted Speed limits at all times. (8-mph unless otherwise posted)
- Follow the rules of the road as you exit the property
- Sound you horn as you approach blind intersections, driveways or other parked equipment or vehicles

Land Application Do's and Don'ts

- 1. Use ONLY approved transportation routes
- 2. Follow all CA HWY or local speed laws and when in doubt, go slower
- 3. No smoking in the fields or while on site
- 4. No stacking (multiple trucks parked in a line) or sleeping on the road leading into the field location
- 5. Enter all sites wearing high-visibility reflective vest, hard hat, and steel toed boots
- 6. Sign-in on loading sheet; Fill-in all data columns (Example Page 10)
- 7. Leave tickets in locked mail box
- 8. Follow field routes to staging area
- 9. Unload in approved area
- 10. Obey instructions from field operators at all times while on site
- 11. Wash off mud flaps and rear tires using provided water wagon or water truck to prevent tracking offsite
- 12. Double check tires and roadway to ensure there has been no tracking offsite
- 13. No dumping of trash at land application site

Vehicle Load Weight Compliance Protocol

It is Synagro standard protocol and expectation that every load transported by or on behalf of Synagro shall comply with all federal, state, and local laws, rules, and regulations regarding the transport of materials on public roadways.

COMMUNICATION:

It is the responsibility of every Synagro Operations Manager (OM) to inform all employees and subcontractors under their supervision of this expectation, and to appropriately monitor the gross vehicle weights (GVW) of loads originating on projects within their operational responsibility. It is also the responsibility of the OM, or their designee, to address failures to comply with this policy, and to take appropriate action to remedy situations of non-compliance, as directed by their Supervisor. Since legal weights per truck &/or trailer can vary by state, municipality, rural roads and bridges, specific local ordinances, etc., additional efforts need to be made to determine what can be legally hauled on the routes needed for each project. Specific capacities of each truck and trailer differ also. The OM needs to ensure these capacities are properly communicated to the employees and/or subcontract haulers. To obtain help in determining the legal GVWR (gross vehicle weight rating) or GCWR (gross combined weight rating), please consult the EHST Department for assistance if needed.

WEIGHT COMPLIANCE VERIFICATION:

<u>Loads by Weight</u> - In the case where gross vehicle weight can be directly measured prior to leaving the site, or the weight of payload can be inferred indirectly (such as by flow meter gallons), all loads should be monitored by local staff to ensure compliance with legal limitations for the routes being traveled.

- Any volume exceeding the legal limit should be discharged at the facility and the load brought into compliance prior to leaving.
- Should there be no location to discharge the load on site; subsequent load volumes should be adjusted downward to maintain compliance.

<u>Loads by Volume</u> - In cases where loads are at an agreed upon volume without measurement, such as cubic yards or gallons, the OM should have the initial loads weighed (being conservative) upon project startup to establish a standard acceptable load volume for each individual vehicle. The OM shall provide a means to ensure the subsequent loads are filled to a similar level, to the best of the employee's ability. For solids materials being loaded without the use of an on-site scale, a loading line shall be established and marked on the interior loading area of the truck/trailer using spray paint to assist with the loading process and estimated gauging of the load.

Loading by Non-Synagro Personnel:

Should loading be performed by non-Synagro personnel (whereas Synagro holds responsibility with weight compliance via signed agreement), the OM shall work with designated loading personnel &/or our client contact person(s) to ensure loads shall be in compliance with various weight rated capacities and highway limits. Within the context of contractual obligations, Synagro should reject any loads that are not within legal gross vehicle weight limits.

SYNAGRO	Synagro	– West Region	
Subject:	Biosolids Spill Response Plan	Effective Date:	November 1, 2004
Approved	by: EHS Manager; Technical Services Manager	Last Review/Revis	ion: 02/17/2017

A copy of this document shall be maintained at all times in all transport vehicles carrying biosolids on behalf of Synagro and/or its subsidiaries and be readily available in the event of a spill.

Biosolids Spill Response Plan

Biosolids are non-hazardous and non-toxic. If a spill occurs, there is no need for special equipment or emergency procedures beyond those outlined in this plan. Biosolids are processed solids, primarily organic, that are used for agricultural fertilizers and soil amendments. Biosolids are produced in water reclamation or wastewater treatment plants and transported to farms or to composting facilities.

Biosolids spilled onto pavement pose a potential road hazard because they can create wet, slick conditions for motor vehicles, and/or can obstruct traffic flow. If biosolids remain on the surface for a sufficient time they could be a source of potential contamination of nearby storm drains, waterways, or ground water. Biosolids should be thoroughly removed so that no significant residues remain to be washed into any storm drain or waterway by surface water (rain, runoff, etc.). All spilled biosolids must be returned to the trailer from which they spilled, or be loaded into another appropriate transport vehicle and delivered to an approved location.

GENERALINFORMATION

- A. Biosolids characteristics are:
 - a. Solids content: 2% 95%
 - b. Consistency: Moist to dry paste or mush up to about 40% solids: dirt-like when solids exceed 45%. Can also be in liquid form.
 - c. Volatile solids: 40% 60+% (percentage of total solids)
 - d. pH: 5-10, most commonly about 7.5
 - e. Chemical character: NON-HAZARDOUS Processed organic residual solids from domestic wastewater treatment facilities, containing nitrogen, phosphorous, trace metals, and some pathogenic organisms.
- B. Drivers should make sure they always have the following safety equipment in/on their vehicle at all times while transporting biosolids:
 - a. First Aid Kit
 - b. Reflective triangles
 - c. Fire Extinguisher
 - d. Push Broom (to sweep up debris and biosolids from roadway)
 - e. Shovel (use to prevent biosolids from draining into waterways / ditches)
- C. Personnel cleaning up a spill must follow basic personal hygiene procedures in handling biosolids.
 - a. Wear gloves for shoveling, sweeping, or handling biosolids.
 - b. Wash hands (and, as necessary, arms, face, etc.) with waterless anti-bacterial hand cleaner or mild soap and water following spill clean-up and prior to eating or drinking.

QUICK REFERENCE GUIDE TO BIOSOLIDS SPILL CLEANUP PROCEDURES

- 1) <u>INFORMATION ABOUT BIOSOLIDS:</u> Biosolids are the non-hazardous organic material remaining from the wastewater treatment process. The material is highly treated, nutrient-rich, mud-like, black/brown in color, organic fertilizing material which is considered **Non-hazardous material per EPA and state law.**
- 2) <u>SAFE HANDLING PRECAUTIONS:</u> You may be exposed to biosolids during loading, unloading and spills through inhalation or ingestion. To prevent this, the following precautions are recommended:
- Wear personal protective equipment (PPE)
- Leather gloves
- Boots (optional, but recommended during spill cleanup)
- Liquid repellant coveralls (optional, but recommended during spill cleanup)
- Wash hands with soap after handling biosolids
- Disinfect and cover cuts
- > Don't eat, smoke, or chew around biosolids
- 3) MANAGEMENT OF CLEAN UP ACTIVITIES: CALLS TO MAKE IMMEDIATELY AFTER SPILL- Immediately

notify your Supervisor. Independent carriers (IC) must also notify the appropriate Synagro Project Manager, Simranpreet Kaur (Simi) or Lee Vernon immediately. Then notify highway patrol (911) if spill occurred on public right-of-way. Give location and amount of spill to individual(s) contacted. If the spill occurs on State Highways or Interstates, the state DOT offices will most likely take the lead on providing equipment and crew to clean up the spill, however, check with your Supervisor. If possible, SYNAGRO labor and equipment are to be utilized. The Project Manager shall also communicate with the authorities and the public on the scene, answering questions and advising of the clean-up activities.

If hauling truck and trailer are not disabled -

- 1. Minimum of 2 laborers (more depending on size of spill).
- 2. Class B, rubber tire front-end loader (this may not be required if spill is 2 cubic yards or less).
- 3. Dump truck with sand
- 4. Shovels
- 5. Brooms
- 6. Traffic Cones

If hauling truck and/or trailer are disabled -

- Same as above, plus a hauling truck and/or trailer as required.
- 4) <u>HALT SOURCE OF SPILL:</u> Such as a ruptured container or damaged transport unit. The first SYNAGRO representative (whether IC, operator, or manager) at the scene will begin procedures to halt the spill and initiate clean-up activities.
- 5) <u>CONTAIN SPILL:</u> Form a barrier. Sufficient quantities of straw shall be used for such purposes. Earthen barriers may be constructed to augment the straw bale containment area. The Project Manager or the person in charge on the spill site will advise the clean-up personnel where to get the straw or other items necessary to complete the clean-up operation, i.e. local farmers, farm supply center, nursery, etc.
- 6) <u>CLEAN UP: At the spill site, the driver and/or clean-up crew shall perform the following clean-up procedures:</u>
 - 1. Park the hauling truck on the side of the road, if possible.
 - 2. Administer emergency first aid, as appropriate, if personal injuries are encountered.
 - 3. Place traffic cones, reflectors, and/or flares to divert traffic around the spill site.
 - 4. Determine the extent of the spill and take photos of spill and final clean-up.
 - 5. Spread sand over and around biosolids to absorb moisture and prevent movement into storm drains or other waterway inlets
 - 6. Move biosolids into a pile using shovels and brooms.
 - 7. Using the front end loader, reload piled biosolids into the hauler's truck (if not disabled) or into another available truck (if the hauler's truck is disabled). If the trailer is disabled, transfer to new trailer. For very small spills (2 cubic yards or less) use of the front end loader may not be necessary; biosolids can be shoveled into a small truck for transport back to the plant.
 - 8. Final clean-up is by means of shovels and brooms. At no time should any biosolids be hosed down into any storm drains. Do not wash off tools or trucks at the spill location.
 - 9. Cooperate with law enforcement and/or fire department personnel responding to the spill. Inform the monhazardous nature of the spilled material and actions to be carried out according to this plan.

- 7) **FINAL CLEAN UP:** Disposal of spilled biosolids following clean-up shall be as follows:
 - 1. If not disabled, the hauler's truck may proceed to the original destination.
 - 2. Any biosolids that have been loaded into a pick-up truck are to be returned to the Plant and loaded into the next available trailer or taken to the original destination.
 - 3. Following clean-up and disposal of the spilled biosolids, all equipment used for spill response is to be returned to its originating location for cleaning.
 - 4. The ultimate goal will be to restore the spill area to its original condition, if possible.

SPILL RESPONSE - NOTIFICATION & RESPONSIBLITIES

<u>Driver</u> - The following assumes the driver is unhurt and is able to contact the Facility's Spill Response Coordinator (see definition below).

- 1. The driver will park the truck on the side of the road if possible and place traffic cones and reflectors to divert traffic around the spill.
- 2. The driver will remain with the truck and spilled material, unless it is necessary to leave temporarily in order to contact the Facility Spill Response Coordinator.
- 3. The driver will contact the Facility Spill Response Coordinator immediately. The driver will also complete the "Driver's Vehicle Accident" report form and provide the Spill Response Coordinator with the information on the form to record details of the accident. Be sure to diagram and photograph and describe the accident or spill.
- 4. The driver will assist with traffic control and clean-up and will NOT leave the scene of any spill, not even a small one, until it is reported to the Spill Response Coordinator and cleaned up. Note: Call the Spill Response Coordinator first; then notify the Dispatcher and/or Project Manager; then call 911.
- 5. If the spill occurs on State Highways or Interstates, then the state DOT office will most likely take the lead on providing equipment and crew to clean up the spill. However, check with your Supervisor.
- 6. Do not move equipment if its position is helpful to traffic control or containment unless leaving it where it is will create a hazard.
- 7. While awaiting police and/or cleanup crew, help the other party (or parties), if safely able to do so.
- 8. Don't give statements or sign anything other than bona fide papers presented by a law enforcement officer or public health officials.
- 9. In accidents involving a fatality, don't talk or give any statements until you are represented by an attorney. You have this right by law.
- 10. Don't admit responsibility or agree to pay for anything.
- 11. Don't argue responsibility for the accident. Be courteous.
- 12. **Contract Hauler Responsibilities** Hauler is required to notify Synagro immediately after a spill and upon completion of clean-up of all spills. Hauler is required to complete and forward a copy of the spill response form to Synagro.

<u>Clean-Up Crew</u>-The *clean-up crew* will perform the following clean-up procedures:

- 1. Place traffic cones, reflectors, and/or flares, as appropriate, to divert traffic around the spill site.
- Spread sand around biosolids to absorb moisture and prevent movement into storm drains or other waterways. Place sandbags at storm drains and other waterway inlets. Clean un-weathered wheat or other small grain straw can also be used as an absorbent and temporary drain block.
- 3. Move biosolids into a pile using shovels and brooms.
- 4. Using the rubber-tired loader or equivalent, reload piled biosolids into the truck, if it isn't disabled, or into a replacement truck for hauling to the appropriate destination. For small spills, use of the loader may not be necessary. Biosolids can be shoveled into a truck for transport to the reuse site.
- 5. Final clean-up is by means of shovels and brooms for small spills and a street sweeper for larger spills. Pick up all accumulations of biosolids. Police the area and pick up all biosolids. Do not hose down or wash significant amounts of biosolids into any storm drain, drainage ditch, stream, or other waterway. Do not wash off tools or trucks at the spill location. Follow instructions from the local health official(s) on site at the spill location.

<u>Spill Response Coordinator</u> - The Spill Response Coordinator will normally be the Manager for the land application destination (Simranpreet Kaur). He/she will notify the state police or local jurisdiction officials, the State Department of Transportation, or any other agencies as appropriate, as well as the customer. The Manager will also notify the project area Technical Services Manager who will, in turn will notify the County Health Department, EPA or other regulatory agencies.

The Spill Response Coordinator assumes complete responsibility for directing all activities associated with the clean-up of a spill. He/she will:

- 1. Designate and dispatch a clean-up crew plus necessary equipment to the spill site to clean-up the spill and notify the appropriate agencies.
- 2. Photograph the spill and final clean up.
- 3. Inform the producing facility's contact person of the spill, as well as the project area's Technical Services Manager and the EHS&T Director.
- 4. Load spilled biosolids back into the haul vehicle, if it is operable. If the vehicle is unable to complete the trip to the delivery destination, load the spilled material into an alternate vehicle.
- 5. Dispatch another truck and/or trailer to the spill location if the hauling truck and/or trailer is/are disabled.
- 6. Dispatch some or all of the following to the spill location:
 - a. Minimum of two-person clean-up crew (more personnel as needed; dependent on size of spill).
 - b. An appropriate rubber-tired loader or equivalent to pick up spilled material (may not be required for a small spill). Coordinator will have discretion to select the most efficient loading option based on equipment availability and spill size.
 - c. Sand and sandbags and/or fresh small-grain straw (e.g., wheat straw), or alternative absorbents and drain blocking material
 - d. Street sweeper
 - e. Additional shovels, brooms, traffic cones and/or flares
- 7. Oversee and coordinate retrieval of any damaged or disabled transportation equipment involved in the spill.
- 8. Contact the project area Technical Services Manager during the clean-up if any unusual situations arise, or if the Spill Response Coordinator requires special assistance.
- 9. Provide liaison and coordinate with agencies that may respond to the spill whether expressly notified by Synagro or not. Such agencies may include:
 - f. Highway Patrol or State Police
 - g. Local (municipal or county) law enforcement
 - h. Local fire department(s)
 - i. State Department of Transportation
 - j. State Department of Fish and Game
 - k. State Department of Forestry
 - 1. Others as deemed required
- 10. After clean-up, transport spilled biosolids to the designated use or processing site, whether

- the original vehicle or a substitute truck / trailer is used.
- 11. Transport all equipment used for spill response to the wastewater plant or to the destination site, whichever is nearer, for cleaning after completing clean-up and removal of the spilled biosolids. Truck beds and other equipment should be hosed down at the field or the processing site.
- 12. The ultimate goal will be to restore the spill area to its original condition, if possible.

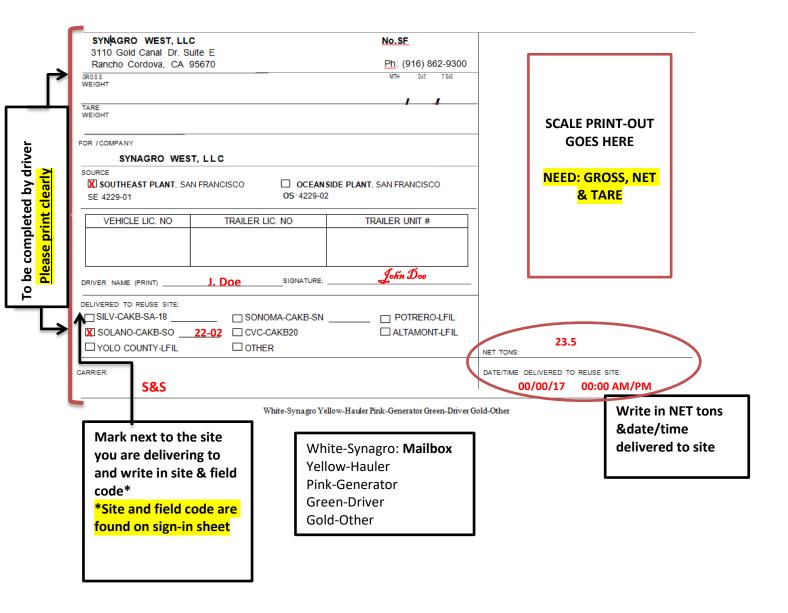
FOLLOW UP NOTIFICATION AND REPORTS

Additional responsibilities of the Spill Response Coordinator require that he/she:

- 1. Notify the Area Director immediately following completion of the spill clean-up, and ensure the load data and spill response section of the "Driver's Vehicle Accident Report" is completed.
- 2. Inspect the site after clean-up and attest to the adequacy of the clean-up. Take necessary photos.
- 3. Maintain a log of pertinent information about the biosolids spill.
- 4. Complete a descriptive incident report and forward copies to the Regional Vice President, EHS&T Manager, project area Technical Services Manager and the producing plant's contact person within 24 hours of any spill.
- 5. **Immediate Notification:** Synagro must notify the affected Plant Superintendent in the event of a spill if 1) someone is seriously injured or killed, 2) if there is a public health concern, 3) if 2 tons or more is spilled or (4) if there is media coverage of the spill.
- 6. The project area Technical Services Manager will complete and transmit the required information to the appropriate regulatory agency, within five (5) days of spills involving entry of biosolids into storm drains (unless other requirements supersede this time-frame) and include the following additional information:
 - a. Waterways or ground water affected
 - b. Written confirmation of the previous telephone notifications

Sample Tickets





SACRAMENTO COUNTY, CA BUFFER ZONES & SPREADER OPERATOR INSTRUCTIONS

- 1. Apply evenly at the approved rate using calibrated spreading equipment.
- 2. Stay within the permitted area and do not apply in the following buffer zones and restricted areas as flagged. Check that flags are in the proper position each day prior to starting to spread.

Buffer Zones for Land Application and Staging (use most restrictive buffer if more than one buffer zone applies):

Field Feature	Do not apply or stage within:
External property lines within 100 feet of public roads	25 ft.
Public Roadways	100 ft.
Surface water drainage course	50 ft.
Non-domestic water supply wells	100 ft.
High water line of Browns, Hadselville and Laguna Creeks and their tributaries and any ponds, lakes, marshes, creeks, and vernal pools	100 ft.
Occupied dwellings	500 ft.
Water supply wells Onsite potable water wells	500 ft.
Folsom South Canal (affects fields 63, 65,117 and 83)-check if this list needs to change	500 ft.
Offsite occupied building	1000 ft.

Restricted Areas

- Sludge shall not be applied to slopes exceeding 10 degrees, unless a certified agronomist provides sufficient information in the Pre-Application report outlining site conditions that justify application of steeper slopes.
- No application is allowed on slopes >10 degree or higher from October 30 through April 30
- Sludge applied to slopes 10 degrees or higher shall be incorporated immediately
- In no case, sludge application shall be made on slopes exceeding 28 degrees
- Biosolids shall not be applied to water-saturated ground
- Cease receiving, landspreading, and/or incorporating biosolids until wind speed drops below 25 mph, and do not start again until wind speed drops below 25 mph for 60 minutes

3. Incorporate surface applied biosolids as applicable

- All biosolids land applied within Sacramento Co. must be incorporated
- Within six hours after application, if Synagro must incorporate to meet Federal Vector Attraction Reduction Requirements
- Storage of biosolids shall be limited to no more than 90 consecutive days
- Application of biosolids during rainfall event is prohibited



Solano County Land Application Procedures

March 3, 2020

LAND APPLICATION UNLOADING PROCEDURES

The following procedures and best practices have been developed to ensure safe and compliant land application as well as preventing the transfer of biosolids on to county or state roads. The most important step in this process is for each and every person involved in the program to understand that it is his or her responsibility to not allow any biosolids tracking offsite. The absence or temporary unavailability of one component of the program does not relieve the responsibility of others to adhere to this requirement.

The easiest and most efficient way to keep the roads clean is to prevent the condition that leads to contamination in the first place. In this case, it is the trailer coming in contact with biosolids. Please note that even with the washout and inspection procedures at or near the exit gate, trailer tires that come in contact with biosolids will result in tracking of the material throughout the site. All subsequent trucks will have to either avoid the tracking or run the risk of running through the tracked material and will require washing off, even though they have not personally tracked the material.

PROCEDURES

Steps for ensuring that biosolids are not tracked on to county or state roads when trucks are unloading and exiting land application sites:

The best way to ensure that biosolids are not tracked on to any roads outside of the land application site is to not let any portion of the trailer or tires to be in contact with biosolids. This can be accomplished through the following best management practices and site requirements:

1. Spreading straw into trailers to ensure ease of unloading (load not getting stuck in the trailer)

The driver pulls up next to the stack of straw bales before retarping his trailer. He can climb up on the stack of bales and toss a bale of straw into the trailer. If the driver is not comfortable with this method, cut the bale twine and use a pitch fork to transfer the straw a little at a time. Start spreading out the straw in the nose of the trailer then work back covering the truck bed using the whole bale. Be sure to take any loose twine with you or dispose of it in properly market trash containers. Do not leave it on site.

Good straw will cover the entire floor front to rear. Bad straw may only cover half of the trailer. But even with the front half of the trailer covered, dumping will be much easier because elevating the nose will get gravity to work in your favor and push the rest of the load out.

This procedure will save the trucker time unloading and the need to wash tires, effectively reducing the total amount of time on site and greatly reducing the likelihood that biosolids will be tracked offsite.

2. Trailer unloading:

- 1. Ensure unloading surface is level and even.
- 2. Always set the trailer brakes and allow the tractor to roll back. Do not set brakes on the tractor and allow the trailer to move.
- 3. Hook mud flaps (see below)
- 4. Untarp trailer
- Open tail gate
- 6. Return to tractor cab and engage PTO

- 7. Pull forward while dumping to prevent the material from contacting the tires. Proceed very slowly and safely, lowering the bed gradually.
- 8. Pull truck and trailer clear of any biosolids.
- 9. Get out of the truck, perform a visual inspection and close tail gate.
- 10. Proceed to the washout area if necessary, follow all washout and sign out procedures.
- 11. Making longer piles while unloading.

The trailer gate must be open before engaging the PTO. When the PTO has been engaged, you must remain next to the controls at all times. Do not leave your truck at any time while the PTO is engaged. Do not jerk or shake "bump" the trailer to finish unloading. This is a common way the trailer tires are contaminated with biosolids. Further, this may cause the trailer to tip on its side. It is also extremely hard on the trailer's hydraulic ram and is obviously very costly to repair.

Before unloading, it is recommended that the drivers hook up their mud flaps. This is a common practice in the trucking industry. To facilitate hooking mud flaps up, simply punch a hole in the flap at the bottom center. A "J" hook can be welded to the flap holder bracket (see first picture below left). It only takes a few seconds to hook and unhook (see second picture below right). This best practice will reduce the opportunity for the mud flap getting contaminated with biosolids. An additional benefit is the prevention of torn flaps.







Hooked mud flap

3. Truck tires and mud flap washout procedures:

Adherence to proper unloading procedures will reduce or eliminate the need for washing off of trailers, tires and mud flaps. In the event the wash area needs to be utilized, drivers must adhere to the following procedures.

The proper procedure for preventing the trailer axles from running through mud is to have the first driver start as far back as he or she can and wash off the tires and mud flaps if necessary. Any subsequent drivers should pull far enough up alongside the washout area and jackknife back in to the dry area that is furthest back, wash off and go. This procedure should be executed 4 or 5 times until the area is no longer suitable for this procedure, at which point the tank will be moved to another location and the procedure is repeated.

The driver must wash off all biosolids that may be present between tires, on tire side walls, in tire treads and on mud flaps. He or she should pull forward a few feet and repeat the process, if necessary.

The water tank will be moved at least 2 times per day depending on the loads. On days that there are particularly high load counts, the tank can be moved as frequently as required to prevent the trucks from washing off in already muddy areas

A log will be maintained on site that will record the date and time the water tank is refilled and moved. A copy of the log is included herein. In addition, it is the responsibility of the spreading crew to inspect the water tank at the beginning of each work day. Any deficiencies or repairs that are required will be communicated to the Wetland Construction home office and repairs will be made promptly.

4. On site monitoring:

In an effort to be more proactive, a Synagro employee will be on site for the first week of dry season and thereafter, random inspections will be conducted. A Synagro employee will be on-site to review the unloading, cleaning and straw lining practices in the trailer with the drivers during that week. This individual will inspect each truck and trailer prior to exiting the site. The hours of delivery will be from 3:00 AM - 3:00 PM for spreading the biosolids. There will always be a minimum of 1 person on site during the application time. Both the Synagro employee and/or on-site personnel will have the full authority to divert the truck back to the washout area or to otherwise take additional measures to ensure that the truck can enter county and state roads without tracking biosolids.

Synagro individual will be equipped with a digital camera. He / she will take pictures of trucks that aren't following recommended procedure and forward to appropriate parties. This individual will also periodically drive the road outside of the land application site to further ensure that any biosolids that may have been missed are cleaned up. Additionally, motion-activated infrared camera/s will be installed at water trailer, to monitor compliance.

The driver is required to stop before the exit gate and perform a final inspection. The driver will also be required to initial that he/she has completed his/her inspection and represents that the trailer is free of biosolids that may track on roads outside of the land application site.

In summary, it is our collective responsibility to perform at the highest standard possible to ensure the long term viability of the Solano Land Application Program.

Synagro and Generator Sub-Hauler Basic Safety Rules - Acknowledgement Form

General

- Heads up Safety. Be aware of your surroundings
- Follow Good Housekeeping Practices- Clean up any spills
- Report any injuries, property or equipment damage to your Synagro contact
- Follow the posted Speed limits at all times. (8-mph unless otherwise posted)
- Drive according to the weather conditions and your field of vision
- Watch out around curves, hills, and valleys
- Stay right of center line
- Watch out for oncoming traffic-Drive Defensively
- Last Minute Risk Assessment [WWW.] What am I about to do? What could hurt me or someone else? What am I going to do about it?

Entering plant, work areas, or land application sites

- Make sure your headlights are on
- Watch out for other trucks, cars and equipment traffic
- If entering the plant or site for the first time, ask to review the site Safe Work Permit
- **Observe the 50 foot rule** make verbal, physical or eye contact with anyone within a 50' radius of your truck.
- Follow the posted Speed limits at all times. (8-mph unless otherwise posted)
- Sound you horn as you approach intersections, driveways or other parked equipment or vehicles
- Watch out for pedestrians, cars, etc.
- Drive slow to mitigate excess dust
- Use discretion if you are in residential neighborhood during night hours

Parking, Unloading Truck

- Wear Proper Personal Protective Equipment [PPE] High Vis Vest/Clothing, Hard Hat, and Steel Toe Boots/Shoes.
- Park truck securely
- Dismount from truck safely- Use handholds, use 3 point climbing method
- Watch out for footing, mud, and tripping/slipping /falling hazards
- Watch out for trucks, cars and any equipment traffic
- No unloading of elevated truck bodies when other vehicles or persons are nearby

Leaving the field, plant area or work area

- Wash off any excess biosolids & dirt before leaving the site
- Walk around truck before leaving, make sure all is clear
- Sound horn before moving truck alert anyone in the area
- Make sure your headlights are on
- Watch out for pedestrians
- Follow the posted Speed limits at all times. (8-mph unless otherwise posted)
- Follow the rules of the road as you exit the property
- Sound you horn as you approach blind intersections, driveways or other parked

equipment or vehicles

Land Application Do's and Don'ts

	(Signature) (Date)
	I have read the above listed procedures and do hereby demonstrate my understanding and agreement to abide by these guidelines by affixing my signature and date below.
13.	No dumping of trash at land application site
12.	Double check tires and roadway to ensure there has been no tracking offsite
11.	Wash off mud flaps and rear tires using provided water wagon or water truck to prevent tracking offsite
10.	Obey instructions from field operators at all times while on site
9.	Unload in approved area
8.	Follow field routes to staging area
7.	Leave tickets in locked mail box
6.	Sign-in on loading sheet; Fill-in all data columns (Example Page 10)
5.	Enter all sites wearing high-visibility reflective vest, hard hat, and steel toed boots
4.	No stacking (multiple trucks parked in a line) or sleeping on the road leading into the field location
3.	No smoking in the fields or while on site
2.	Follow all CA HWY or local speed laws and when in doubt, go slower
1.	Use ONLY approved transportation routes

Vehicle Load Weight Compliance Protocol

It is Synagro standard protocol and expectation that every load transported by or on behalf of Synagro shall comply with all federal, state, and local laws, rules, and regulations regarding the transport of materials on public roadways.

COMMUNICATION:

It is the responsibility of every Synagro Operations Manager (OM) to inform all employees and subcontractors under their supervision of this expectation, and to appropriately monitor the gross vehicle weights (GVW) of loads originating on projects within their operational responsibility. It is also the responsibility of the OM, or their designee, to address failures to comply with this policy, and to take appropriate action to remedy situations of non-compliance, as directed by their Supervisor. Since legal weights per truck &/or trailer can vary by state, municipality, rural roads and bridges, specific local ordinances, etc., additional efforts need to be made to determine what can be legally hauled on the routes needed for each project. Specific capacities of each truck and trailer differ also. The OM needs to ensure these capacities are properly communicated to the employees and/or sub-contract haulers. To obtain help in determining the legal GVWR (gross vehicle weight rating) or GCWR (gross combined weight rating), please consult the EHST Department for assistance if needed.

WEIGHT COMPLIANCE VERIFICATION:

<u>Loads by Weight</u> - In the case where gross vehicle weight can be directly measured prior to leaving the site, or the weight of payload can be inferred indirectly (such as by flow meter gallons), all loads should be monitored by local staff to ensure compliance with legal limitations for the routes being traveled.

- Any volume exceeding the legal limit should be discharged at the facility and the load brought into compliance prior to leaving.
- Should there be no location to discharge the load on site; subsequent load volumes should be adjusted downward to maintain compliance.

<u>Loads by Volume</u> - In cases where loads are at an agreed upon volume without measurement, such as cubic yards or gallons, the OM should have the initial loads weighed (being conservative) upon project startup to establish a standard acceptable load volume for each individual vehicle. The OM shall provide a means to ensure the subsequent loads are filled to a similar level, to the best of the employee's ability. For solids materials being loaded without the use of an on-site scale, a loading line shall be established and marked on the interior loading area of the truck/trailer using spray paint to assist with the loading process and estimated gauging of the load.

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SYNAGRO	Synagro	Synagro – West Region		
Subject:	Biosolids Spill Response Plan	Effective Date:	November 1, 2004	
Approved I	by: EHS&T Manager; Technical Services Director	Last Review/Revis	ion: 02/17/2017	

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 - d. pH: 5-10, most commonly about 7.5
 - e. Chemical character: NON-HAZARDOUS Processed organic residual solids from domestic wastewater treatment facilities, containing nitrogen, phosphorous, trace metals, and some pathogenic organisms.
- B. Drivers should make sure they always have the following safety equipment in/on their vehicle at all times while transporting biosolids:
 - a. First Aid Kit
 - b. Reflective triangles
 - c. Fire Extinguisher
 - d. Push Broom (to sweep up debris and biosolids from roadway)
 - e. Shovel (use to prevent biosolids from draining into waterways / ditches)
- C. Personnel cleaning up a spill must follow basic personal hygiene procedures in handling biosolids.
 - a. Wear gloves for shoveling, sweeping, or handling biosolids.
 - b. Wash hands (and, as necessary, arms, face, etc.) with waterless anti-bacterial hand cleaner or mild soap and water following spill clean-up and prior to eating or drinking.

QUICK REFERENCE GUIDE TO BIOSOLIDS SPILL CLEANUP PROCEDURES

- 1) <u>INFORMATION ABOUT BIOSOLIDS:</u> Biosolids are the non-hazardous organic material remaining from the wastewater treatment process. The material is highly treated, nutrient-rich, mud-like, black/brown in color, organic fertilizing material which is considered **Non-hazardous material per EPA and state law.**
- 2) <u>SAFE HANDLING PRECAUTIONS:</u> You may be exposed to biosolids during loading, unloading and spills through inhalation or ingestion. To prevent this, the following precautions are recommended:
- Wear personal protective equipment (PPE)
- Leather gloves
- Boots (optional, but recommended during spill cleanup)
- Liquid repellant coveralls (optional, but recommended during spill cleanup)
- Wash hands with soap after handling biosolids
- Disinfect and cover cuts
- Don't eat, smoke, or chew around biosolids
- 3) MANAGEMENT OF CLEAN UP ACTIVITIES: CALLS TO MAKE IMMEDIATELY AFTER SPILL- Immediately

notify your Supervisor. Independent carriers (IC) must also notify the appropriate Synagro Project Manager immediately. Then notify highway patrol (911) if spill occurred on public right-of-way. Give location and amount of spill to individual(s) contacted. If the spill occurs on State Highways or Interstates, the state DOT offices will most likely take the lead on providing equipment and crew to clean up the spill, however, check with your Supervisor. If possible, SYNAGRO labor and equipment are to be utilized. The Project Manager shall also communicate with the authorities and the public on the scene, answering questions and advising of the clean-up activities.

If hauling truck and trailer are not disabled -

- 1. Minimum of 2 laborers (more depending on size of spill).
- 2. Class B, rubber tire front-end loader (this may not be required if spill is 2 cubic yards or less).
- 3. Dump truck with sand
- 4. Shovels
- 5. Brooms
- 6. Traffic Cones

If hauling truck and/or trailer are disabled -

- Same as above, plus a hauling truck and/or trailer as required.
- 4) <u>HALT SOURCE OF SPILL:</u> Such as a ruptured container or damaged transport unit. The first SYNAGRO representative (whether IC, operator, or manager) at the scene will begin procedures to halt the spill and initiate clean-up activities.
- 5) <u>CONTAIN SPILL:</u> Form a barrier. Sufficient quantities of straw shall be used for such purposes. Earthen barriers may be constructed to augment the straw bale containment area. The Project Manager or the person in charge on the spill site will advise the clean-up personnel where to get the straw or other items necessary to complete the clean-up operation, i.e. local farmers, farm supply center, nursery, etc.
- 6) <u>CLEAN UP:</u> At the spill site, the driver and/or clean-up crew shall perform the following clean-up procedures:
 - 1. Park the hauling truck on the side of the road, if possible.
 - 2. Administer emergency first aid, as appropriate, if personal injuries are encountered.
 - 3. Place traffic cones, reflectors, and/or flares to divert traffic around the spill site.
 - 4. Determine the extent of the spill and take photos of spill and final clean-up.
 - 5. Spread sand over and around biosolids to absorb moisture and prevent movement into storm drains or other waterway inlets.
 - 6. Move biosolids into a pile using shovels and brooms.
 - 7. Using the front end loader, reload piled biosolids into the hauler's truck (if not disabled) or into another available truck (if the hauler's truck is disabled). If the trailer is disabled, transfer to new trailer. For very small spills (2 cubic yards or less) use of the front end loader may not be necessary; biosolids can be shoveled into a small truck for transport back to the plant.
 - 8. Final clean-up is by means of shovels and brooms. At no time should any biosolids be hosed down into any storm drains. Do not wash off tools or trucks at the spill location.
 - 9. Cooperate with law enforcement and/or fire department personnel responding to the spill. Inform the monhazardous nature of the spilled material and actions to be carried out according to this plan.

- 7) **FINAL CLEAN UP:** Disposal of spilled biosolids following clean-up shall be as follows:
 - 1. If not disabled, the hauler's truck may proceed to the original destination.
 - 2. Any biosolids that have been loaded into a pick-up truck are to be returned to the Plant and loaded into the next available trailer or taken to the original destination.
 - 3. Following clean-up and disposal of the spilled biosolids, all equipment used for spill response is to be returned to its originating location for cleaning.
 - 4. The ultimate goal will be to restore the spill area to its original condition, if possible.

SPILL RESPONSE - NOTIFICATION & RESPONSIBLITIES

<u>Driver</u> - The following assumes the driver is unhurt and is able to contact the Facility's Spill Response Coordinator (see definition below).

- 1. The driver will park the truck on the side of the road if possible and place traffic cones and reflectors to divert traffic around the spill.
- 2. The driver will remain with the truck and spilled material, unless it is necessary to leave temporarily in order to contact the Facility Spill Response Coordinator.
- 3. The driver will contact the Facility Spill Response Coordinator immediately. The driver will also complete the "Driver's Vehicle Accident" report form and provide the Spill Response Coordinator with the information on the form to record details of the accident. Be sure to diagram and photograph and describe the accident or spill.
- 4. The driver will assist with traffic control and clean-up and will NOT leave the scene of any spill, not even a small one, until it is reported to the Spill Response Coordinator and cleaned up. Note: Call the Spill Response Coordinator first; then notify the Dispatcher and/or Project Manager; then call 911.
- 5. If the spill occurs on State Highways or Interstates, then the state DOT office will most likely take the lead on providing equipment and crew to clean up the spill. However, check with your Supervisor.
- 6. Do not move equipment if its position is helpful to traffic control or containment unless leaving it where it is will create a hazard.
- 7. While awaiting police and/or cleanup crew, help the other party (or parties), if safely able to do so.
- 8. Don't give statements or sign anything other than bona fide papers presented by a law enforcement officer or public health officials.
- 9. In accidents involving a fatality, don't talk or give any statements until you are represented by an attorney. You have this right by law.
- 10. Don't admit responsibility or agree to pay for anything.
- 11. Don't argue responsibility for the accident. Be courteous.
- 12. **Contract Hauler Responsibilities** Hauler is required to notify Synagro immediately after a spill and upon completion of clean-up of all spills. Hauler is required to complete and forward a copy of the spill response form to Synagro.

<u>Clean-Up Crew</u>-The *clean-up crew* will perform the following clean-up procedures:

- 1. Place traffic cones, reflectors, and/or flares, as appropriate, to divert traffic around the spill site.
- 2. Spread sand around biosolids to absorb moisture and prevent movement into storm drains or other waterways. Place sandbags at storm drains and other waterway inlets. Clean un-weathered wheat or other small grain straw can also be used as an absorbent and temporary drain block.
- 3. Move biosolids into a pile using shovels and brooms.
- 4. Using the rubber-tired loader or equivalent, reload piled biosolids into the truck, if it isn't disabled, or into a replacement truck for hauling to the appropriate destination. For small spills, use of the loader may not be necessary. Biosolids can be shoveled into a truck for transport to the reuse site.
- 5. Final clean-up is by means of shovels and brooms for small spills and a street sweeper for larger spills. Pick up all accumulations of biosolids. Police the area and pick up all biosolids. Do not hose down or wash significant amounts of biosolids into any storm drain, drainage ditch, stream, or other waterway. Do not wash off tools or trucks at the spill location. Follow instructions from the local health official(s) on site at the spill location.

<u>Spill Response Coordinator</u> - The Spill Response Coordinator will normally be the Manager for the land application destination. He/she will notify the state police or local jurisdiction officials, the State Department of Transportation, or any other agencies as appropriate, as well as the customer. The Manager will also notify the project area Technical Services Manager who will, in turn will notify the County Health Department, EPA or other regulatory agencies.

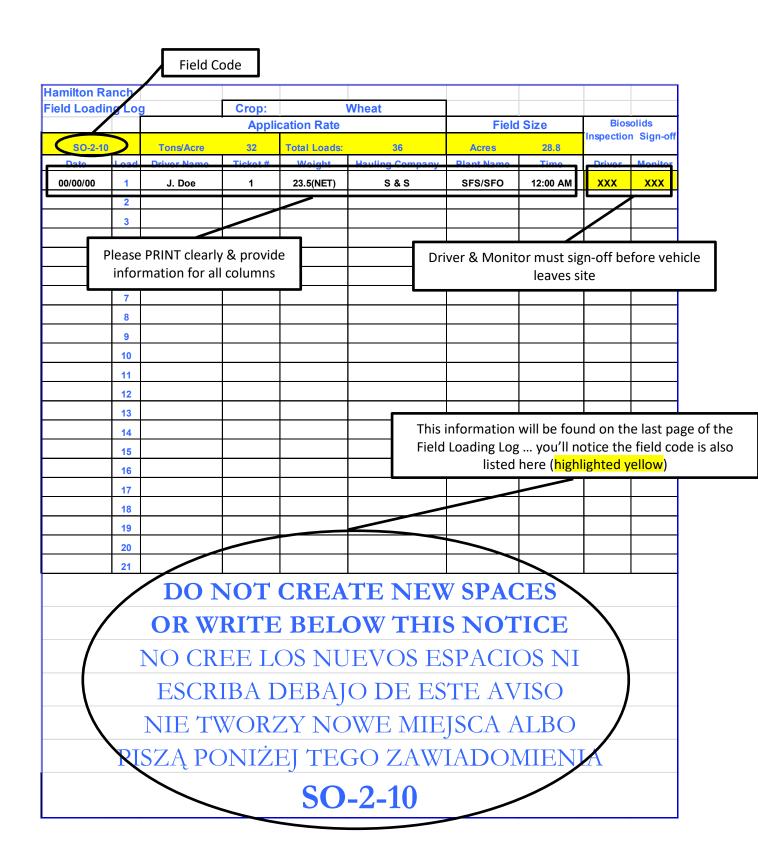
The Spill Response Coordinator assumes complete responsibility for directing all activities associated with the clean-up of a spill. He/she will:

- 1. Designate and dispatch a clean-up crew plus necessary equipment to the spill site to clean-up the spill and notify the appropriate agencies.
- 2. Photograph the spill and final clean up.
- 3. Inform the producing facility's contact person of the spill, as well as the project area's Technical Services Manager and the EHS&T Director.
- 4. Load spilled biosolids back into the haul vehicle, if it is operable. If the vehicle is unable to complete the trip to the delivery destination, load the spilled material into an alternate vehicle.
- 5. Dispatch another truck and/or trailer to the spill location if the hauling truck and/or trailer is/are disabled.
- 6. Dispatch some or all of the following to the spill location:
 - a. Minimum of two-person clean-up crew (more personnel as needed; dependent on size of spill).
 - b. An appropriate rubber-tired loader or equivalent to pick up spilled material (may not be required for a small spill). Coordinator will have discretion to select the most efficient loading option based on equipment availability and spill size.
 - c. Sand and sandbags and/or fresh small-grain straw (e.g., wheat straw), or alternative absorbents and drain blocking material
 - d. Street sweeper
 - e. Additional shovels, brooms, traffic cones and/or flares
- 7. Oversee and coordinate retrieval of any damaged or disabled transportation equipment involved in the spill.
- 8. Contact the project area Technical Services Manager during the clean-up if any unusual situations arise, or if the Spill Response Coordinator requires special assistance.
- 9. Provide liaison and coordinate with agencies that may respond to the spill whether expressly notified by Synagro or not. Such agencies may include:
 - f. Highway Patrol or State Police
 - g. Local (municipal or county) law enforcement
 - h. Local fire department(s)
 - i. State Department of Transportation
 - j. State Department of Fish and Game
 - k. State Department of Forestry
 - 1. Others as deemed required
- 10. After clean-up, transport spilled biosolids to the designated use or processing site, whether the original vehicle or a substitute truck / trailer is used.
- 11. Transport all equipment used for spill response to the wastewater plant or to the destination site, whichever is nearer, for cleaning after completing clean-up and removal of the spilled biosolids. Truck beds and other equipment should be hosed down at the field or the processing site.
- 12. The ultimate goal will be to restore the spill area to its original condition, if possible.

FOLLOW UP NOTIFICATION AND REPORTS

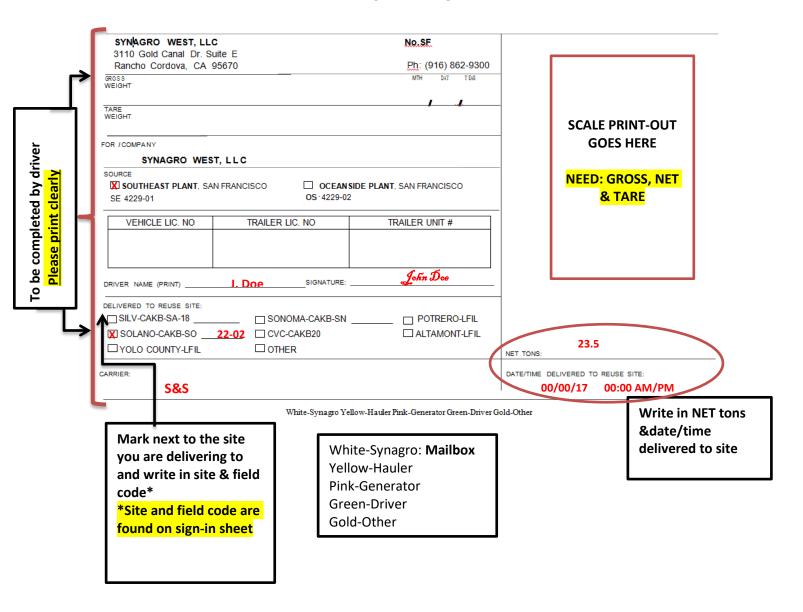
Additional responsibilities of the Spill Response Coordinator require that he/she:

- Notify the Area Director immediately following completion of the spill clean-up, and ensure the load data and spill response section of the "Driver's Vehicle Accident Report" is completed.
- 2. Inspect the site after clean-up and attest to the adequacy of the clean-up. Take necessary photos.
- 3. Maintain a log of pertinent information about the biosolids spill.
- 4. Complete a descriptive incident report and forward copies to the Regional Vice President, EHS&T Manager, project area Technical Services Manager and the producing plant's contact person within 24 hours of any spill.
- 5. **Immediate Notification:** Synagro must notify the affected Plant Superintendent in the event of a spill if 1) someone is seriously injured or killed, 2) if there is a public health concern, 3) if 2 tons or more is spilled or (4) if there is media coverage of the spill.
- 6. The project area Technical Services Manager will complete and transmit the required information to the appropriate regulatory agency, within five (5) days of spills involving entry of biosolids into storm drains (unless other requirements supersede this time-frame) and include the following additional information:
 - a. Waterways or ground water affected
 - b. Written confirmation of the previous telephone notifications



3/3

SAMPLE TICKET



3/3

WATER TANK LOG SHEET

DATE	TIME

3/3

SOLANO COUNTY, CA BUFFER ZONES & SPREADER OPERATOR INSTRUCTIONS

(To Be Kept In Spreading Equipment)

- I. Apply evenly at the approved rate (see Pre-Operating Checklist) using calibrated spreading equipment.
- II. Stay within the permitted area and do not apply in the following buffer zones and restricted areas as flagged. Check that flags are in the proper position each day prior to starting spreading operations.
- III. Application can only occur between April16 and October 14.

Buffer Zones for Land Application and Staging (use most restrictive buffer if more than one buffer zone applies):

Feature	Do not apply or stagewithin:
Property Lines (unless waived by Dept. of Resource Management)	100ft.
Public Roadways	100ft.
Surface Waters (e.g., surface waters, primary drainages, ponds, lakes, marshes, ephemeral and perennial streams)	200ft.
Any type of water supply wells	500ft.
Residents located off sites that are registered for biosolids application ¹	1/4 mile 1,320ft.)
Residents located on sites that are registered for biosolids application ²	1/4 mile (1,320ft.)
Surface water supply intake	2,500 ft.
City limits or Travis Air Force Base employment centers	2 miles

 $^{^{1}}$ May be reduced to 100ft., if approved by owner occupied residences.

Restricted Areas (Region 5 specific)

- Slopes >10% require an erosion control plan to be submitted to CVRWQCB
- Depth to groundwater must be: >25 feet below ground surface (bgs) unless a groundwater monitoring program is initiated through the CVRWQCB (i.e., there are up-gradient and downgradient groundwater monitoring wells already in place on site associated with monitoring program).

 $^{^{2}}$ Except in case where owner occupied residence is waived by owner $\,$

III. Incorporate surface applied biosolids as applicable

- All biosolids land applied within Solano Co. must be incorporated.
- Within six hours after application, if Synagro must incorporate to meet Federal Vector Attraction Reduction Requirements.
- All biosolids must be incorporated within 24 hours unless high winds or inclement weather become prohibitive.
- All biosolids placed in the staging area must be land applied prior to end of spreading on the day of placement.
- Landspreading shall occur between 6:00am and 6:00 pm; excluding weekends and holidays.
- As required by the Contract, Plan of Operations, and Local Ordinances.

IV. Inclement weather restrictions

Buffer Zone/Spreader Instructions • 10/1113

- Do not accept, or continue spreading and incorporating biosolids, if the wind speed is >25 mph for 90 minutes.
- A protective barrier must be employed to protect biosolids in staging areas in the case of inclement weather or high winds.
- Biosolids that are staged due to inclement weather or high winds must be land applied within 48 hours of storage if conditions allow, or be removed from site.
- Do not apply to flooded, frozen, or snow covered land such that bulk biosolids enter a wetland or other waters of the United States/State.

Thave received a copy of the Solano County understand its contents and requirements.	• •	tructions form and
Spreader Name (print)	Spreader Signature	Date

Appendix C Transportation Routes

DIRECTIONS FROM SAN JOSE WWTP TO CVC

- Once you exit WWTP, head South on Zanker Rd towards McCarthy Ln for 0.7 miles.
- Turn left onto the CA-237 E ramp to Milipitas, merge onto CA-237 E.
- Keep right at the fork, follow signs for I-880 S/San Jose.
- Keep driving for 4.6 miles, and then take exit 4B for US-101 S towards Los Angeles.
- Drive for 31 miles on US-101 and take exit 357 for Leavesley Rd/CA-152 W toward Gilroy.
- Use the 2 left lanes to turn left onto Leavesley Rd.
- Drive for 4 miles on Leavesley Rd and turn left onto CA-152 E.
- Keep driving on CA-152 E for 62 miles.
- After 62 miles, turn left onto Harmon Rd.
- Further drive 1.6 miles on Harmon Rd, and you will see your destination (Central Valley Compost) to your left.
- Coordinates for the destination are as follows

Latitude: 37.08665 Longitude: -120.55089

- San Jose WWTP address:
 4235 Zanker Lane, San Jose, CA 95134
- CVC address:
 13757 S Harmon Rd, Dos Palos, CA 93620

<u>DIRECTIONS FROM SAN JOSE WWTP TO LIBERTY</u> <u>COMPOSTING</u>

- Once you exit WWTP, head South on Zanker Rd towards McCarthy Ln for 0.7 miles.
- Turn left onto the CA-237 E ramp to Milipitas, merge onto CA-237 E.
- Keep right at the fork, follow signs for I-880 S/San Jose.
- Keep driving for 4.6 miles, and then take exit 4B for US-101 S towards Los Angeles.
- Drive for 31 miles on US-101 and take exit 357 for Leavesley Rd/CA-152 W toward Gilroy.
- Use the 2 left lanes to turn left onto Leavesley Rd.
- Drive for 4 miles on Leavesley Rd and turn left onto CA-152 E.
- Keep driving on CA-152 E for 38 miles and then use the right lane to take the I-5 ramp to Los Angeles and merge onto I-5 S.
- Continue on I-5 S for 98 miles.
- Take exit 305 for Utica Ave and turn right.
- After 450 feet of turning right on Utica Ave, turn left onto 25th Avenue and continue for 15 miles on 25th Avenue.
- Turn left onto Twisselman Rd, drive for 0.8 miles.
- Turn right onto Holloway Rd.
- Drive for 2.9 miles on Holloway Rd, and you will reach your destination (Liberty Composting) on your right.
- Coordinates for the destination are as follows

Latitude: 35.70091 Longitude: -119.81815

- San Jose WWTP address:
 4235 Zanker Lane, San Jose, CA 95134
- Liberty Composting address:
 12421 Holloway Rd, Lost Hills, CA 93249

<u>DIRECTIONS FROM SAN JOSE WWTP TO SILVA</u>

- Once you exit WWTP, head South on Zanker Rd towards McCarthy Ln for 0.7 miles.
- Turn left onto the CA-237 E ramp to Milipitas, merge onto CA-237 E.
- Keep left at the fork, follow signs for I-880 N/Oakland.
- Keep driving for 4 miles, and then take exit 12A for Mission Blvd toward Sacramento/I-680.
- Drive for 1.6 miles on Mission Blvd and then use right lane to take the I-680 N ramp to Sacramento.
- Keep left at the fork, follow signs for I-680 N/Sacramento.
- Drive for 8.9 miles on I-680 N and take exit 21B for CA-84E/Vallecitos Rd toward Livermore.
- Continue straight onto CA-84 E/Vallecitos Rd for 5.8 miles.
- Keep right to continue CA-84 E/Isabel Ave for 3.3 miles.
- Use the right lane to take the I-580 ramp to Stockton, and merge onto I-580 E.
- Drive on I-580 for 13 miles, keep left to continue on I-205 E, follow signs for Interstate 205/Tracy/Stockton.
- Drive for 15 miles and merge onto I-5 N.
- Stay for I-5 N for 12 miles and take exit 472 for CA-4 E toward downtown Stockton.
- Keep right at the fork, follow signs for CA-4 E/CA-99/Downtown Stockton/Angels Cp.
- Keep left to continue towards CA-4 for 2.7 miles
- Take exit 68B on the left for CA-99 N toward Sacramento.
- Continue for 19 miles and take exit 273 for Frontage Rd toward Liberty Rd.
- Turn right onto Liberty Rd and drive for 2.7 miles.
- Turn left onto Dustin Rd and continue for 4.9 miles.
- Turn right onto CA-104 E, drive for 2.6 miles and you will see a gate to your destination (Silva Ranch) to your left.
- Drive into the gate to see a Scalehouse
- Coordinates for the destination are as follows

Latitude: 38.32909 Longitude: -121.18985

- San Jose WWTP address:
 4235 Zanker Lane, San Jose, CA 95134
- Silva Ranch address: 12901 Twin Cities Rd, Herald, CA 95638

DIRECTIONS FROM SAN JOSE WWTP TO SOLANO FIELDS

- Once you exit WWTP, head South on Zanker Rd towards McCarthy Ln for 0.7 miles.
- Turn left onto the CA-237 E ramp to Milipitas, merge onto CA-237 E.
- Keep left at the fork, follow signs for I-880 N/Oakland.
- Keep driving for 4 miles, and then take exit 12A for Mission Blvd toward Sacramento/I-680.
- Drive for 1.6 miles on Mission Blvd and then use right lane to take the I-680 N ramp to Sacramento.
- Keep left at the fork, follow signs for I-680 N/Sacramento.
- Drive for 8.9 miles on I-680 N and take exit 21B for CA-84E/Vallecitos Rd toward Livermore.
- Continue straight onto CA-84 E/Vallecitos Rd for 5.8 miles.
- Keep right to continue CA-84 E/Isabel Ave for 3.3 miles.
- Use the right lane to take the I-580 ramp to Stockton, and merge onto I-580 E.
- Drive on I-580 for 3.9 miles, take exit 55 for Vasco Road N.
- Turn left onto Vasco Rd and continue for 18 miles. Vasco Rd will merge onto CA-4 and continue CA-4 for 7.3 miles.
- Take exit 30 for CA-160 toward Rio Vista/Sacramento and continue for 13 miles.
- Turn left onto CA-12 W and drive for 24 miles.
- At the traffic circle, take the 3rd exit onto Birds Landing Rd, and follow the Synagro sign to enter the fields on your left.
- Coordinates for the destination are as follows

Latitude: 38.17997 Longitude: -121.80586

Exhibit C: Compensation

- 1. Maximum Compensation: The amount of compensation provided for in this Exhibit C is the full, entire, and complete compensation due to Contractor for all costs necessary to provide all Services required by the Agreement in the manner and at the times prescribed and to cover all costs for complying with the terms of the Agreement, including but not limited to the payment of wages to all employees providing services to the City whether it is an employee of Contractor or a subcontractor in accordance with Exhibit F. The City will pay Contractor up to a total of \$29,600,000.00 for work performed under this Agreement.
- 2. Base Rates and Compensation to Contractor: The payment for tasks will be as follows.
 - a. Task 1: During the startup and commissioning of the Dewatering Facility, the City will pay Contractor an amount equal to \$91.24 per wet ton ("Task 1 Base Rate") multiplied by the wet tons of dewatered biosolids loaded at the RWF's Dewatering Facility and subsequently transported and beneficially used by Contractor in accordance with Exhibit B. The Task 1 Base Rate accounts for the variability in the amount of dewatered biosolids provided by the City to Contractor, schedule for pickups, and wait times at the Dewatering Facility due to the nature of the Dewatering Facility's startup and commissioning activities. The Task 1 Base Rate multiplied by the wet tons of dewatered biosolids loaded by Contractor will be the full and total compensation for dewatered biosolids that meet the characteristics specified in Table 1 of Exhibit B provided by City to Contractor for Task 1 and will not be subject to adjustment except for the annual adjustment to the Base Rate described in Section 3 of this Exhibit C.
 - b. Task 2: During full operations of the Dewatering Facility, the City will pay Contractor an amount of equal to \$88.47 per wet ton ("Task 2 Base Rate") multiplied by the wet tons of dewatered biosolids loaded at the RWF's Dewatering Facility and subsequently transported and beneficially used by Contractor in accordance with Exhibit B. The number of wet tons provided to the Contractor will be up to fifty-seven percent (57%) of the annual amount of dewatered biosolids produced at the RWF's Dewatering Facility ("Contractor's Percent Share"). The Task 2 Base Rate multiplied by the wet tons of dewatered biosolids loaded by Contractor will be the full and total compensation for dewatered biosolids that meet the characteristics specified in Table 1 of Exhibit B provided by City to Contractor for Task 2 and will not be subject to adjustment except for the annual adjustment to the Base Rate described in Section 3 of this Exhibit C and for any demurrage charges as described in Section 4 of this Exhibit C.
- **3. Annual Adjustment to Rates:** The Task 1 Base Rate, Task 2 Base Rate, Composting Rate, and Landfilling Rate (as hereinafter defined in **Exhibit C**)

(sometimes referred to individually as "Rate" or collectively as "Rates") will be adjusted upward or downward on January 1 of each year beginning January 1, 2024. The Task 1 Base Rate, Task 2 Base Rate, Composting Rate, and Landfilling Rate may be increased or decreased only by the calculated adjustment factor ("Adjustment Factor").

a. Adjustment Factor: The Adjustment Factor will be calculated as follows.

Adjustment Factor = ((Percent 1) X Net Annual Change in CPI) + ((Percent 2) X Net Annual Change in DPI) where:

Percent 1 = 85 percent of the Adjustment Factor attributable to the annual change in the CPI calculated for the two preceding years, expressed as a decimal

CPI = Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco – Oakland – Hayward, CA Area (All Items)

Percent 2 = 15 percent of The Adjustment Factor attributable to the annual change in the DPI calculated for the two preceding years, expressed as a decimal

DPI = Producer Price Index for No. 2 Diesel Fuel (Series ID: WPU057303)

The CPI and DPI values will be as published by the United States Department of Labor, Bureau of Labor Statistics, or its successor. Any successor index used will be the one most closely equivalent to the discontinued index as recommended by the United States Department of Labor, Bureau of Labor Statistics. Index values used in these calculations will not be revised in the event an originally published index value is subsequently adjusted by the Department of Labor.

The Net Annual Change to the CPI and DPI indices will be calculated by the following formula and will be truncated at ten (10) decimal places.

Net Annual Change = $\frac{V(i)-V(i-1)}{V(i-1)}$ where:

V(i) = Average Annual Value for Year i (the year immediately preceding the year in which the adjustment becomes effective) calculated by averaging the monthly or bimonthly index values for that year

V(i-1) = Average Annual Value for the year immediately preceding Year i calculated by averaging the monthly or bimonthly index values for that year

b. Adjusted Rate: The adjusted rate ("Adjusted Rate") will be calculated as follows.

Adjusted Rate = (1+ Adjustment Factor expressed as a decimal) X Rate

The Adjusted Rate calculation shall be applied separately to the Task 1 Base Rate, Task 2 Base Rate, Composting Rate, and Landfilling Rate to determine the Adjusted Rate for each. A sample calculation is provided in **Exhibit C-1**.

- c. Contractor's Rate Adjustment Statement: No later than February 1 of each year or as soon as possible thereafter if there is a delay in the publishing of the December indices, Contractor must submit a Rate Adjustment Statement setting out the following information for City approval.
 - i. The index values for each index (CPI and DPI) for each month published for the year immediately preceding the adjustment (Year i). For example, for an Adjusted Rate effective on January 1, 2025, the index values would be for each month (January through December) in 2024.
 - ii. The index values for each index for each month published for the year preceding Year i (Year i-1). For example, for an Adjusted Rate effective on January 1, 2025, the index values would be for each month (January through December) in 2023.
 - iii. The Average Annual Value for Year i and Year i-1 for CPI and DPI calculated by averaging the monthly or bimonthly values for each index for each respective year.
 - iv. The Net Annual Change in each index calculated using the Average Annual Values of each index for Year i and Year i-1.
 - v. The Adjustment Factor based on the Net Annual Change in CPI multiplied by Percent 1 plus the Net Annual Change in DPI multiplied by Percent 2.
 - vi. The Adjusted Rate resulting from application of the Adjustment Factor to the Task 1 Base Rate, Task 2 Base Rate, Composting Rate, and Landfilling Rate.

In the event the Contractor fails to submit an accurate and correctly calculated Rate Adjustment Statement, the City will determine the new Adjusted Rate for the Task 1 Base Rate, Task 2 Base Rate, Composting Rate, and Landfilling Rate by March 1 of each year or as soon as possible thereafter if there is a delay in the publishing of the December indices. If Contractor disagrees with any Adjusted Rate determined by the City,

Contractor may notify the City in accordance with Exhibit E.

d. Application of each Adjusted Rate: Contractor will apply each Adjusted Rate beginning with Contractor's invoice for services provided during the month of January of the year during which the adjustment will take effect. Thereafter, the Rates will be fixed until the next rate adjustment is calculated and approved by the City. If published indices are not available for Contractor's initial invoices during the year the adjustment takes effect, Contractor will retroactively invoice the difference.

Adjustments to each Rate will only be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) will not be considered.

- 4. Demurrage: Contractor may be entitled to additional compensation for demurrage provided that Contractor can demonstrate that a driver was delayed by the City or other City contractors such that from the time entering the Dewatering Facility site to the time exiting the loadout structure totaled more than 60 minutes up to a maximum of three (3) hours. Contractor shall provide documentation describing delay, along with its invoice, supporting its assertion that demurrage is owed by the City. The City, at its sole reasonable discretion, will determine if Contractor has sufficiently supported its assertion that demurrage is owed by the City. The demurrage fee will be \$140.00. The fee will not be subject to annual adjustment.
- 5. Composting: In the event the RWF's dewatered biosolids do not meet the Class B characteristics set forth in Table 1 of Exhibit B at the time of loading into Contractor's vehicle(s) at the RWF Dewatering Facility and the City directs Contractor to take the RWF's dewatered biosolids to a composting facility that is one of Contractor's Designated Beneficial Use Sites, the City will pay Contractor \$92.00 for each ton of dewatered biosolids delivered by Contractor to such composting facility ("Composting Rate"). The Composting Rate will be subject to annual adjustment in accordance with Section 3 of this Exhibit C. Neither the Task 1 Base Rate nor Task 2 Base Rate, described in Section 2 of this Exhibit C, will apply when calculating the Contractor's compensation for transporting and beneficially using such material.

For example, if the City directs and Contractor transports 87.25 tons of the RWF's dewatered biosolids to a designated composting facility, the City will pay Contractor a total of \$8.027.00.

6. Landfilling: In the event of an emergency and the City directs Contractor to take the RWF's dewatered biosolids to a landfill, the City will pay Contractor \$0.44 for each ton of dewatered biosolids delivered and one-way mile traveled from the RWF's Dewatering Facility to the landfill ("Landfilling Rate"). The Landfilling Rate will be subject to annual adjustment in accordance with Section 3 of this **Exhibit C**; however, 70 percent shall be used for Percent 1 and 30 percent shall be used for Percent 2 when calculating the Adjustment Factor. The City will also reimburse

Contractor for the disposal charges assessed to Contractor by the landfill for the disposal of the RWF's dewatered biosolids as documented by the landfill's invoice. No other payments for fuel, vehicle maintenance, vehicle use/depreciation, labor, insurance, overhead, profit, or other costs will be made to Contractor.

For example, if the City directs and Contractor delivers 60.75 tons of the RWF's dewatered biosolids to a landfill that is 41.5 miles away from the RWF's Dewatering Facility, the City will pay Contractor a total of \$1,109.30 and reimburse Contractor for the disposal charges assessed to Contractor by the landfill for the disposal of the RWF's dewatered biosolids.

7. Taxes and Charges: Contractor shall be responsible for the payment of all taxes, fees, contributions, and charges applicable to the conduct of Contractor's business.

8. Invoices:

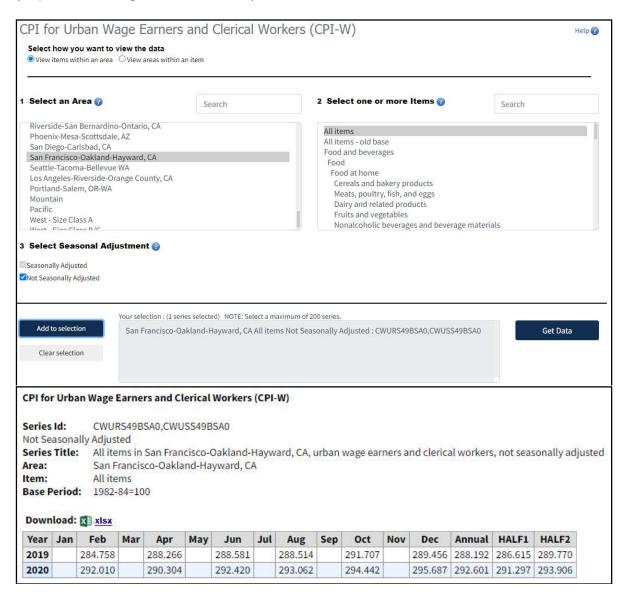
- **a. Preparation of Invoices:** Contractor shall prepare and submit an invoice no later than the tenth (10th) day of each month following the month such services were rendered. All supporting documentation, including but not limited to the tonnage report required by **Exhibit B**, shall be provided with the invoice.
- b. City Review: The City shall review the monthly invoice prepared by the Contractor within fourteen (14) calendar days of receipt and will notify Contractor of any discrepancies or deficiencies in the invoice. Contractor may dispute City's invoice determinations following the procedures in Exhibit E.
- **c.** Payments to Contractor: Except as otherwise provided in this Agreement, the City shall make payments to Contractor within thirty (30) calendar days of City's approval of Contractor's invoice for undisputed amounts.
- **d.** Late Payments to Contractor: Any undisputed amount that is not paid within forty-five (45) calendar days shall be subject to late payment interest on the undisputed amount equal to the lesser of (i) 1.5% per month or (ii) the maximum rate allowed by law from the date due until the date paid.

Exhibit C-1: Sample Calculation for Base Rate Adjustment

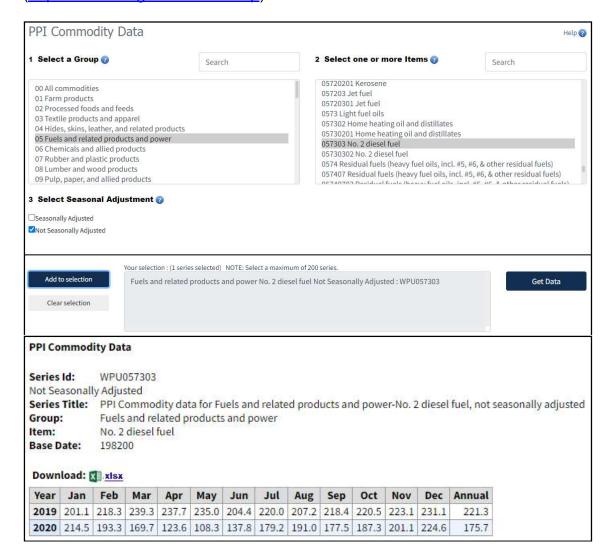
This sample calculation of a base rate adjustment assumes a new rate would take effect January 1, 2021. It also assumes the 2020 Base Rate is \$80.00 per ton of dewatered biosolids, and that 70% and 20% of the Base Rate is related to general inflation and diesel fuel costs, respectively. These assumptions are subject to change.

STEP 1: Determine CPI and DPI Index Values for 2019 and 2020

1A. Lookup the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco—Oakland—Hayward, CA Area (All Items) on the United States Department of Labor, Bureau of Labor Statistics' website (https://data.bls.gov/PDQWeb/cw).



1B. Lookup the Producer Price Index for No. 2 Diesel Fuel (Series ID: WPU057303) on the United States Department of Labor, Bureau of Labor Statistics' website (https://data.bls.gov/PDQWeb/wp).



STEP 2: Calculate the Change in CPI and DPI from 2019 to 2020

2A. Calculate the Average Annual Value for each index (CPI and DPI) for the year prior to the adjustment (V(2020)) and the preceding year (V(2019)).

DPI

2B. Calculate the Net Annual Change for each index (CPI and DPI) between 2019 and 2020 using the Average Annual Value for each year.

Net Annual Change = ((V(2020) - V(2019)) / V(2019))

Net Annual Change in CPI

$$= (292.9875 - 288.547) / 288.547$$

= 0.0153892

Net Annual Change in DPI

STEP 3: Calculate the Adjustment Factor

Calculate the Adjustment Factor using the Net Annual Change for each index (CPI and DPI).

Adjustment Factor = ((Percent 1) X Net Annual Change in CPI) + ((Percent 2) X Net Annual Change in DPI)

```
= (0.7 X 0.0153892) + (0.2 X -0.206392859)
= 0.01077244 - 0.04127857
= -0.03050613
```

STEP 4: Calculate the Base Rate for 2021 Using the Adjustment Factor

Calculate the new rate for 2021 using the Adjustment Factor.

Exhibit D: Administrative Charges

1. Administrative Charges: Contractor has the duty to perform services under this Agreement in such a manner that meets the requirements in the Agreement.

Contractor and City agree that Contractor's failure to provide services set forth in the Agreement in accordance with the requirements will cause the City damage but that the amount of damages for certain types of failure will be impractical or difficult to determine. Therefore, the parties agree that the City will have the right to assess an administrative charge against Contractor and may deduct such charge from any monies due or which may become due to Contractor in the following amounts. Administrative charges will not be subject to adjustment.

1.	Failure to pick up biosolids on scheduled day without providing prior notice	\$2,500 per incident
2.	Failure to deliver trucks with empty and clean containers—free from dirt, biosolids, and other materials—to the Dewatering Facility site	\$1,000 per incident
3.	Failure of truck driver to provide form of identification upon arrival at the Dewatering Facility site	\$250 per incident
4.	Failure to properly cover a container loaded with the RWF's biosolids prior to leaving the Dewatering Facility site	\$500 per incident
5.	Failure to cleanup spill caused by Contractor during loading at the Dewatering Facility site	\$1,000 per incident
6.	Failure to clean truck, container, or tires prior to leaving the Dewatering Facility site resulting in the tracking of biosolids around the Dewatering Facility site and/or onto public roadways	\$250 per incident
7.	Failure to submit an annual report within 20 calendar days of the end of the calendar year	\$1,000 per day
8.	Use of a subcontractor or site that is not approved by the City	\$3,000 per truck load delivered by an unapproved subcontractor AND \$3,000 per truck load delivered to an unapproved site

2. Procedure for Review of Administrative Charges: The City's Contract Manager may assess administrative charges pursuant to this **Exhibit D**. If administrative charges are applicable, the City's Contract Manager will issue a written notice to Contractor of the administrative charges assessed with supporting documentation ("Notice of Assessment"). The City may, subject to the review process described

below, withhold any administrative charges from Contractor's invoice following the Notice of Assessment.

The administrative charges assessment shall become final unless, within fourteen (14) calendar days of the date of the Notice of Assessment, Contractor provides a written request for a meeting with the Director of Environmental Services ("Director") to present evidence that the assessment should not be made.

The City's Contract Manager shall schedule a meeting between Contractor and the Director or the Director's designee as soon as reasonably possible after timely receipt of Contractor's request.

The Director or the Director's designee shall review Contractor's evidence and render a decision sustaining or reversing the administrative charges as soon as reasonably possible after the meeting. Written notice of the Director's or Director's designee's decision shall be provided to Contractor.

In the event Contractor does not submit a timely written request for a meeting as set forth above, the City's Contract Manager determination shall be final, and the City may deduct the administrative charges from amounts otherwise due to Contractor.

The City's assessment or collection of administrative charges shall not prevent the City from exercising any other right or remedy, including the right to terminate this Agreement, for Contractor's failure to perform the work and services in the manner set forth in the Agreement.

3. Application of Administrative Charges: In the determination of the total administrative charges imposed during a calendar year, the administrative charge will be deemed imposed in the calendar year in which the event giving rise to the administrative charge occurred. However, the administrative charge will not be deemed effective until the Procedure for Review of Administrative Charges set forth in Section 2 of this Exhibit D has been completed or the time for initiating review has lapsed, whichever occurs later.

Exhibit E: Claims and Dispute Resolution

Intent of Procedures: The early identification and resolution of Claims benefits all parties and advances successful completion of the service. Knowing about potential Claims and Claims before the Contractor performs disputed service and having documentation from the Contractor concerning a dispute as service is being performed, is critical for the City to make informed decisions impacting the Agreement's compensation and schedule.

I. Required Claims Procedures

- A. **Scope of Application:** This Section sets forth the requirements for handling all Claims except the following:
 - 1. A Claim by the City,
 - 2. A dispute respecting a stop notice,
 - 3. A dispute respecting a penalty for a forfeiture prescribed by statute or regulation that a government agency is specifically authorized to administer, settle, or determine, or
 - 4. A dispute respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from property damage, personal injury, or death.
- B. **Survives Termination:** The requirements in this Section survive the expiration or earlier termination of this Agreement.

II. Notice of Potential Claim

- A. **Time for Submitting:** The Contractor must submit a Notice of Potential Claim to the City within thirty (30) calendar days of the event, activity, occurrence, or other cause giving rise to a potential Claim.
- B. **Contents:** A Notice of Potential Claim must include each of the following:
 - 1. A description of the nature of, and circumstances giving rise to, the potential Claim;
 - 2. The reason(s) the Contractor believes it may be due additional compensation and/or time to perform; and
 - 3. A good faith estimate of the cost and/or time impact to which Contractor believes it may be entitled based on information reasonably available at the time the Contractor submits the Notice.

C. **Waiver of Rights:** The Contractor's failure to submit a timely and proper Notice of Potential Claim is a waiver of its right to seek an adjustment of the compensation and time to perform based on any event, activity, occurrence, or other cause giving rise to a potential Claim.

III. Submission of Contract Claim

- A. The Contractor must submit a Claim to the City on or before forty-five (45) calendar days of submitting the Notice of Potential Claim if:
 - The Contractor and City do not resolve the Notice of Potential Claim, and
 - 2. The Contractor wishes to preserve its right to pursue the Claim.
- B. The Contractor's failure to submit a timely and proper Claim conforming to the requirements of this Subsection is:
 - 1. A waiver by the Contractor of any adjustment of the compensation and time to perform based on the event, activity, occurrence, or other cause underlying the Notice of Potential Claim, and
 - 2. A failure by the Contractor to exhaust its administrative remedies.
- C. The Claim must include a certification executed under penalty of perjury by a person who is legally authorized to act on the Contractor's behalf. The certification must read as follows:

"I,, being the _	, of,		
Name	Title	Contracto	r's Name

Declare under penalty of perjury under the laws of the State of California, and do personally certify and attest as follows: (1) I have thoroughly reviewed the attached Claim for additional compensation and/or extension of time and know its contents, (2) the Claim is made in good faith, (3) the data submitted by the Contractor in support of the Claim is truthful and accurate, (4) the amount of compensation and/or time requested in the Claim accurately reflects the Contract adjustment for which the Contractor believes the City is liable, (5) I am familiar with California Penal Code Section 72 and California Government Code 12650 et seq pertaining to false claims, and (6) I know and understand that the submission or certification of a false Claim may lead to fines, imprisonment, and/or other severe legal consequences."

- D. In addition to the required certification, the Claim must include a detailed analysis that the Contractor believes demonstrates the merits of its Claim.
 - 1. The analysis must reference the specific provision(s) of the Agreement and any other document(s) the Contractor believes support(s) its Claim.
 - 2. The Contractor must attach to the Claim copies of all documents referenced in the analysis.
 - 3. The Claim must include all documents and information that reasonably support the Claim and are reasonably available to the Contractor at the time it submits the Claim. The failure to comply with this requirement might preclude the Contractor from later pursuing the Claim.
- E. The Contractor must prepare all cost information submitted in its Claim in accordance with generally accepted accounting principles. The cost information must be in sufficient detail to enable the City to reasonably evaluate the merits of the Claim. The City has the right to audit Contractor's costs if the City considers the costs excessive, questionable, or unsupported.
- F. The Contractor acknowledges and agrees that if it submits a false claim, on behalf of itself or a Subcontractor, the Contractor may be subject to civil penalties, damages, debarment, and criminal prosecution in accordance with local, state, and federal statutes.

IV. City Review of Claims

- A. The City will review timely, certified, and properly documented Claims that conform to the requirements of this **Exhibit E**.
- B. The City will respond, in writing, to a Claim within forty-five (45) calendar days of receipt of such Claim. If the City does not respond to a Claim within forty-five (45) calendar days, the Claim is deemed denied in its entirety.
- C. A written response to a Claim by the City may do any of the following.
 - 1. The City can grant the Claim, in whole or in part.
 - 2. The City can deny the Claim, in whole or in part, with a written explanation of the denial.
 - 3. The City can request, in writing, more time to consider the Claim.

4. The City can request, in writing, additional information and clarification of the Claim. As part of such a request, the City may request additional time to consider the Claim.

V. Dispute Resolution

- A. Following the City's rejection of any Claim(s), the Contractor may, in the Contractor's discretion, request to engage in the dispute resolution.
- B. The Contractor may request the parties meet with a trained, neutral facilitator to reach a mutually agreeable resolution of the disputed Claim(s). Facilitated dispute resolution will be informal and non-binding, with each party having an opportunity to present its position and supporting information. Recommendations resulting from facilitated dispute resolution are not admissible in court in any subsequent litigation. The City and Contractor will mutually agree on the scheduling of facilitated dispute resolution and the selection of a person to act as the facilitator. The City and Contractor agree to share equally the costs of facilitated dispute resolution.
- C. The Contractor waives its right to engage in the dispute resolution process if it fails to request such dispute resolution within fifteen (15) calendar days of the City's final response to the Claim(s) or of the City's automatic rejection of the Claim(s).

VI. Litigation/Government Code Claim

- A. For purposes of this Section, the phrase "Claims Compliance Requirements" refers collectively to the requirements of Notice of Potential Claim, and Submission of Contract Claim.
- B. All unresolved disputes will be resolved by litigation as provided herein. There is no arbitration of disputes.
- C. Contractor's strict compliance with the Claims Compliance Requirements is a condition precedent to the Contractor's right to file a Government Code Claim under California Government Code Section 900, et seq. and to otherwise commence litigation against the City for disputes arising under this Agreement.
 - Disputes not timely raised and properly documented in conformance with the Claims Compliance Requirements are deemed waived by the Contractor and may not be asserted in a Government Code Claim, subsequent litigation, or legal action.

Contractor: Synagro West, LLC December 2022

- By choosing to participate in the procurement of this Agreement and by executing this Agreement, Contractor waives all claims or defenses of waiver, estoppel, release, bar, or any other type of excuse of non-compliance with the Claims Compliance Requirements.
- D. An action at law against the City arising out of this Agreement accrues under whichever of the following times is applicable:
 - 1. On the effective date of a termination for cause under Section 21.2 of **Exhibit A**.
 - 2. If the Contractor elects to participate in dispute resolution in accordance with this **Exhibit E**, at the conclusion of that process, or
 - 3. If the Contractor does not elect to participate in dispute resolution, upon the City's express or automatic rejection of the Claims in whole or in part.
- E. Contractor's compliance with the requirements of the Claims Compliance Requirements, and the Contractor's election to participate in dispute resolution in accordance with this **Exhibit E**, operates to toll the Contractor's compliance with the time requirement for submitting a Government Code Claim under California Government Code section 900, et seq.

Exhibit F: Labor Compliance Addendum

AGREEMENT TITLE:	EMENT TITLE: Dewatered Biosolids Transportation and Beneficial Use	
	Services Agreement	
CONTRACTOR	Synagro West, LLC	
Name and Address:	435 Williams Court, Suite 100	
Name and Address.	Baltimore, MD 21220	

By executing this Addendum, Contractor acknowledges and agrees that the work performed pursuant to the above referenced Agreement, including all renewals and extensions, is subject to all applicable provisions.

Payment of Minimum Compensation to Employees. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate and/or Living Wage Rate as indicated in **Exhibit F-1** titled "**City of San José Classification Determination**."

- A. Prevailing Wage Requirements. California Labor Code and/ or Resolutions of the San José City Council require the payment of not less than the general prevailing rate of per diem wages and rates for holiday and overtime and adherence to all labor standards and regulations. The General Prevailing Wage Rates may be adjusted throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Contractor shall not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- **B.** Living Wage Requirements. Any person employed by Contractor or subcontractor or City financial recipient or any sub recipient whose compensation is attributable to the City's financial assistance, who meets the following requirements is considered a covered employee. The employee: 1) is not a person who provides volunteer services, that are uncompensated except for reimbursement of expenses such as meals, parking or transportation; 2) spends at least half of his or her time on work for the City; 3) is at least eighteen (18) years of age; and 4) is not in training for the period of training specified under training standards approved by the City.
- C. Reports. Contractor shall file a completed and executed copy of this Addendum with the Department of Finance/Purchasing Division. Upon award the Department of Finance/Purchasing Division shall provide the Contractor with compliance documents to be completed and returned (with supporting documentation) to the Office of Equality Assurance. These documents must be returned within 10 calendar days of receipt. Contractor shall not perform on site work on this contract until labor compliance documents are filed. Contractor shall also report additional information, including certified payrolls, as requested by Director of Equality Assurance to assure adherence to the Policy.

Contractor: Synagro West, LLC December 2022

- **D.** Coexistence with Any Other Employee Rights. These provisions shall not be construed to limit an employee's ability to bring any legal action for violation of any rights of the employee.
- E. Audit Rights. All records or documents required to be kept pursuant to this Agreement to verify compliance with the Wage Requirement shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this Contract.

F. Enforcement.

- 1. General. Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of this Agreement, it is required to comply with the Wage Requirement and to submit certain documentation to the City establishing its compliance with such requirement. ("Documentation Provision.") Contractor further acknowledges the City has determined that the Wage Requirement promotes each of the following (collectively "Goals"):
 - **a.** It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
 - **b.** It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate compensation tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.
 - c. Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San José because it increases the ability of such workers to attain sustenance, decreases the amount of poverty and reduces the amount of taxpayer funded social services in San José.
 - **d.** It increases competition by promoting a more level playing field among contractors with regard to the wages paid to workers.
- 2. Remedies for Contractor's Breach of Prevailing Wage/Living Wage Provisions.
 - **a. WITHHOLDING OF PAYMENT:** Contractor agrees that the Documentation Provision is critical to the City's ability to monitor Contractor's compliance

with the Wage Requirement and to ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Wage Requirement. In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor's compliance with this Provision, as well as the Wage Requirement, is an express condition of City's obligation to make each payment due to the Contractor pursuant to this Agreement. THE CITY IS NOT OBLIGATED TO MAKE ANY PAYMENT DUE THE CONTRACTOR UNTIL CONTRACTOR HAS PERFORMED ALL OF ITS OBLIGATIONS UNDER THESE PROVISIONS. THIS PROVISION MEANS THAT CITY CAN WITHOLD ALL OR PART OF A PAYMENT TO CONTRACTOR UNTIL ALL REQUIRED **DOCUMENTATION IS SUBMITTED.** Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of the Wage Requirement or the Documentation Provision.

- **b. RESTITUTION:** Require the employer to pay any amounts underpaid in violation of the required payments and City's administrative costs and liquidated damages and, in the case of financial assistance, to refund any sums disbursed by the City.
- **c. SUSPENSION OR TERMINATION:** Suspend and/or terminate Agreement for cause.
- **d. DEBARMENT:** Debar Contractor or subcontractor from future City contracts and/or deem the recipient ineligible for future financial assistance.
- e. LIQUIDATED DAMAGES FOR BREACH OF WAGE PROVISION:

Contractor agrees its breach of the Wage Requirement would cause the City damage by undermining the Goals, and City's damage would not be remedied by Contractor's payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater the number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid. The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Requirement would be impracticable and/or extremely difficult. THEREFORE, THE PARTIES AGREE THAT, IN THE EVENT OF SUCH A BREACH, CONTRACTOR SHALL PAY TO THE CITY AS LIQUIDATED DAMAGES THE SUM OF THREE (3) TIMES THE DIFFERENCE BETWEEN THE ACTUAL AMOUNT OF WAGES PAID AND THE AMOUNT OF WAGES THAT SHOULD HAVE BEEN PAID.

City	Contractor
By	By
Name:	Name: Roosevelt C. Davis Jr.
Title:	Title: Director, Contract Operations
Date:	Date:

Exhibit F-1: City of San José Classification Determination



Exhibit F-1

City of San Jose Classification Determination

CONTRACT SCOPE: Transportation & Beneficial Use Services for Dewatered Biosolids ISSUE DATE: August 9, 2022 Contracts governed by both the City of San José's Living Wage Policy (Council Policy 3-3) and its Prevailing Wage Policy (Resolution No. 61144) are subject to the Policy with the higher wage requirements. The prevailing wage rates for this contract are contained in the General Prevailing Wage Determination 2022 - 1 and Predetermined Increases issued by the Director of Industrial Relations. A copy of the Wage Determination can be obtained from the Office of Equality Assurance at 200 East Santa Clara Street, 5th Floor, San Jose CA 95113. Living Wages Apply Prevailing Wages Apply Prevailing Wage Classifications* Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Workers Laborers Millwrights Operating Eng. Painters Pile Drivers Pipe Trades Plasterers Roofers Sheet Metal Sound/Comm Surveyors Teamsters Tile Workers

*Note: Subclassifications and scopes of work are provided by the Department of Industrial Relations. Contractor/Vendor is responsible to verify correct subclassification based on actual work performed on this agreement.

Living Wage Rate (if applicable)

Living Wage without Medical provided
\$26.96

Office of Equality Assurance, 200 East Santa Clara Street, Fifth Floor, San Jose CA 95113-1905 tel 408-535-8430

Exhibit G: Insurance Requirements

Contractor agrees to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance must be included in the Contractor's proposal.

I. <u>Minimum Scope of Insurance</u>

Coverage must be at least as broad as:

- The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) including products and completed operations; and
- The coverage provided by Insurance Services Office form number CA 0001 covering Automobile Liability. Coverage must be included for all owned, non-owned and hired automobiles; and
- 3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance; and
- 4. Contractor's Pollution Liability Insurance, including coverage for all operations and completed operations.

There may be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

II. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- 1. Commercial General Liability: \$5,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit applies separately to this project/location or the general aggregate limit will be twice the required occurrence limit. The policy may not contain exclusions for property damage from explosion, collapse or underground hazard, or inadvertent construction defects.
- 2. Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage.

Contractor: Synagro West, LLC December 2022

- 3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- 4. Contractor's Pollution Liability: \$2,000,000 each occurrence/aggregate limit.

Any limits requirement may be met with any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" or umbrella basis.

III. <u>Deductibles and Self-Insured Retentions</u>

Any deductibles or self-insured retentions must be declared to the City.

IV. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. <u>General Liability, Automobile Liability, and Contractor's Pollution Liability</u> <u>Coverages</u>
 - a. The City, its officials, employees, agents, and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage may not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents, and contractors.
 - b. The Contractor's insurance coverage is the primary insurance as respects the City, its officials, employees, agents, and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or contractors must be excess of the Contractor's insurance and may not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies may not affect coverage provided to the City, its officials, employees, agents, or contractors.
 - d. Coverage must state that the Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage must contain a waiver of subrogation in favor of the City, its officials, employees, agents, and contractors.

2. Workers' Compensation and Employers' Liability

Coverage must contain a waiver of subrogation in favor of the City, its officials, employees, agents, and contractors.

3. All Coverages

Each insurance policy required by this clause must be endorsed to state that coverage may not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City by the Contractor; except that ten (10) calendar days prior written notice by the Contractor will apply in the event of cancellation for non-payment of premium.

V. <u>Acceptability of Insurance</u>

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

VI. <u>Verification of Coverage</u>

Contractor must furnish the City with certificates of insurance and endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required <u>ENDORSEMENTS</u> must be attached to the <u>CERTIFICATE OF INSURANCE</u> to be provided by the Contractor's insurance company as evidence of the stipulated coverages.

Proof of insurance must be emailed in pdf format to Riskmgmt@sanjoseca.gov.

City of San José – Finance Department Risk & Insurance 200 East Santa Clara St., 14th Floor San José, CA 95113-1905

VII. Subcontractors

Contractor must include all subcontractors as insureds under its policies or obtain separate certificates and endorsements for each subcontractor.

Exhibit H: Form of Payment and Performance Bonds

Bond Number:
CONTRACTOR'S PAYMENT BOND
KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF SAN JOSE, a municipal corporation of the State of California, (hereinafter designated as "Public Entity"), is about to enter into a certain contract with a same and a serious principal, namely, "Contract for: ", for the work hereinafter briefly described, to wit: Specifications for and more fully described in and required by said contract, the award of which said Contract was made to said Principal by the City of San José on
WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract.
NOW, THEREFORE, we, the Principal and

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of their claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, modification, rescission or attempted rescission, herein mentioned.

It is further stipulated and agreed that no final settlement between the Public Entity and the Contractor with reference to the work, shall abridge the right of any beneficiary hereunder whose claims may be unsatisfied.

This bond is executed and delivered to comply with requirements of the City of San José, and to comply with the provisions of Title 15, Chapters 5 and 7 of Part 4, Division 3 of the Civil Code of the State of California.

Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite
period ofto The Bond may be extended, at the sole option of the Surety, by
continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the
Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to
file a replacement bond or other security in the event the Surety exercises its right to not renew shall itself
constitute a loss to the Obligee recoverable under this Bond or any extension thereof. Regardless of the
number of years this Bond is in force or the number of continuation certificates issued, the liability of the
Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount
set forth above, or as amended by rider.

SIGNED AND SEALED this day of, 20	
PRINCIPAL SURETY	
Legal Company Name	<u></u>
By: By: Title: Title:	
By: Title:	
Address	
Telephone	6.00 600 600
(Affix Corporate Seals)	
(Attach Acknowledgments of both Principal and Surety signatures)	
Approved by the City Attorney of the City of San José on the day of20	
By: Deputy	

Bond Number:	
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CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS: That _____, a ____, as Principal, and incorporated under the laws of the State of , and authorized to execute bonds and undertakings as sole surety, are held and firmly bound unto the CITY OF SAN JOSE, a municipal corporation of the State of California, in the sum of and /100 DOLLARS (\$ the payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the foregoing obligation is such that: WHEREAS, the above bounden Principal is about to enter into a certain contract with the City of San Jose for the following: the award of which said contract was made to said Principal by the City of San Jose on NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite to . The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this					
day of	, 20				
PRINCIPAL		SURETY			
		Legal Company Name			
Ву:		By:			
Title:		Title:			
Ву:		_			
Title:		_			
		Address			
		Telephone			
	(Affix Corporate Seals)				
(Attach Acknowledgments of both Principal and Surety signatures)					
Approve	d by the City Attorney of t	he City of San Jose on the day of			
	, 20				
Ву:	eputy				

Exhibit I: Notice of Exercise of Option

AGREEMENT TITLE				
and DATE:				
CONTRACTOR				_
Name and Address:				
Nume and Address.				
DATE OF OPTION:				
(date the notice is sent m Agreement)	ust be consister	nt with the time	for exercise set fo	rth in
Pursuant to Section 3 of exercises its option to extend to the exercises its option to exercise the exercises its option to exercise the exercises its option to exercise the exercise the exercises its option to exercise the exercise the exercise the exercise the exercise that the exercise the	•			José hereby
OPTION NO.				
NEW OPTION TERM				
Begin date:				
End date:				
MAXIMUM COMPENSA for New Option Term:	TION			
For the option term exerce that exceeds the amount expenses, if any. The uncertifies that an unexpension Notice, and that funds are	set forth above dersigned signing ded appropriatio	for Contractor' ng on behalf of n is available f	s Services and reir the City of San Jo or the term exercis	nbursable sé hereby
CITY OF SAN JOSE a municipal corporation By				
Title:				