

AGREEMENT FOR THE LOADING, REMOVAL, TRANSPORTATION AND DISPOSAL OR REUSE OF BIOSOLIDS

This Agreement for the Loading, Removal, Transportation, and Disposal or Reuse of Biosolids ("Agreement") is between COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY ("District") DIR Registration No. 100010096 and Holloway Environmental Solutions, LLC. ("Contractor") DIR Registration No. 1000369167. The District and the Contractor are referred to in this Agreement individually as a "Party" and collectively as "the Parties."

The District is a county sanitation district organized and existing under the provisions of the California Health & Safety Code, Sections 4700 et seq. The District operates the Palmdale Water Reclamation Plant ("the Plant"). The Plant produces roughly 200 wet tons per week of Biosolids at approximately 60 to 70% total solids content (70 dry tons equivalent).

The Contractor operates a biosolids management facility in Kern County ("the Site"). The Contractor has all permits and approvals necessary for operation of the Site and wishes to load, remove, transport, and dispose or reuse the Biosolids produced at the Plant DIR Project No. _____.

The Parties agree as follows:

1. DEFINITIONS

- 1.1. **Biosolids** means municipal sewage sludge resulting from the treatment of wastewater at the Plant that is digested and meets Class B and Table 1 quality standards for land application under Part 503 of Title 40 of the Code of Federal Regulations, "Standards for the Use and Disposal of Sewage Sludge" ("Part 503 Rule").
- 1.2. **Chief Engineer** means the District's Chief Engineer and General Manager, or his or her authorized representative.
- 1.3. **Contractor** means Holloway Environmental Solutions, LLC.
- 1.4. **Host Community** means the community where the Site is located.
- 1.5. **Permits** means all federal, state, and local permits that are required in order that the Contractor may lawfully perform the duties required by this Agreement, including transportation, operation of the Site, and the disposal/reuse of Biosolids in accordance with legal requirements.
- 1.6. **State Certified Weigh Station** means any truck weigh station permitted by the State of California to certify weights for commerce.
- 1.7. **Site** means the Contractor's permitted disposal and/or reuse site located in Kern County.
- 1.8. **Weighmaster's Certificates** means certificates obtained in accordance with weighing procedures prescribed in Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

2. EFFECTIVE DATE

This Agreement shall commence on June 1, 2023 (“**Effective Date**”) and shall terminate three (3) years from the Effective Date unless After the initial duration, the parties agree in writing to extend the contract for up to two additional one-year periods based upon mutual agreement of the Parties and the Contractor’s satisfactory performance.

3. SCOPE OF WORK

The Contractor shall perform the services as set forth in Section 4 below: BIOSOLIDS REMOVAL, TRANSPORTATION, AND DISPOSAL OR REUSE. The terms and conditions of Request for Proposal #04026 and all addenda thereto are incorporated herein by reference. In the event of a discrepancy between Request for Proposals #04026, the Contractor’s response to the request, and this Agreement, the terms and conditions of this Agreement shall take precedence.

4. BIOSOLIDS REMOVAL, TRANSPORTATION, AND DISPOSAL OR REUSE

- 4.1. The Contractor shall load and remove from the Plant and transport to the Site for disposal or reuse a quantity of Biosolids up to approximately 10,000 wet tons per annum at the request of the Chief Engineer. The Chief Engineer may adjust this quantity at any time based upon his or her assessment of the Contractor’s performance and the needs of the District. The Contractor shall remove Biosolids on a reasonably uniform basis and shall have the capacity to remove, transport, and receive Biosolids seven days per week, 365 days per year, unless restricted by severe weather conditions as provided in Section 8 of this Agreement. The time schedule for removing Biosolids will be agreed upon between the Contractor and the District’s Supervisor of Treatment Plant Operations at the Plant. The Contractor shall at all times manage, direct, oversee, and/or conduct operations at the Site and during transport and is responsible for leakage prevention, beneficial reuse of the Biosolids, and compliance with all environmental regulations.
- 4.2. The Contractor shall provide loading equipment and qualified loader operators to load Biosolids into Contractor’s trailers. The Contractor shall provide tractors for hauling Biosolids to the Site and trailers capable of properly collecting Biosolids at the Plant’s Biosolids loading area and safely containing the Biosolids during transportation to the Site. The Contractor shall dispose or reuse all Biosolids in accordance with all applicable legal requirements. The Contractor may not use any other method for reuse of the Biosolids without the prior written consent of the Chief Engineer.
- 4.3. The Contractor shall at all times employ carriers that are fully qualified to perform the required transportation services, properly licensed, and insured in accordance with the requirements of the General Terms and Conditions of this Agreement.
- 4.4. The Contractor shall transport Biosolids from the Plant to the Site using tarped trailers over routes that are acceptable for that purpose and in accordance with all regulations or directives of the U.S. Department of Transportation, the California Highway Patrol, and the California Department of Transportation.

- 4.5. The Contractor shall report to the District all accidents involving vehicles transporting Biosolids regardless of whether any Biosolids spilled from the trailer. The Contractor shall provide an accident and emergency spill response plan to the District for approval no later than 10 working days before the Effective Date. The plan must describe notification, clean up, remediation, and reporting actions the Contractor will take in the event of an accident and in the event that any leakage or spill of Biosolids occurs during transit.
- 4.6. The District shall determine and record the total tonnage removed by the Contractor from the District's loading facility. The Contractor may confirm tonnages at a State Certified Weigh Station and must receive a Weighmaster's Certificate for each load measured at a weigh station. If there is a difference in the tonnage measured by the District and that claimed by Contractor, the Weighmaster's Certificate will control and the Contractor shall use the Weighmaster's Certificate for its billing. Each Weighmaster's Certificate submitted by the Contractor must show the certified gross weight of each load in each billing and the certified tare weight of each vehicle used in the transportation.
- 4.7. The Contractor may not store Biosolids at the Site in quantities in excess of, or for time periods longer than, those allowed by the Permits, laws, ordinances, and regulations applicable to the Site.
- 4.8. The Contractor shall provide to the District, no later than 10 working days prior to the Effective Date of this Agreement, a list of drivers that includes each driver's license, license expiration date, and commercial license medical documentation expiration date. The Contractor shall tarp all vehicles used in the transportation of Biosolids to minimize odor emissions while traveling both to and from the Site. The Contractor's vehicles may not make unnecessary stops while in transit in locations where odors could affect a member of the public.

5. PERMITS

- 5.1. The Contractor shall, at no cost to the District, obtain and maintain in effect all necessary licenses, Permits, and other approvals legally required in order to perform all activities and operations provided for in this Agreement. The Contractor and all processes utilized at the Site shall comply with all applicable local, state, and federal laws, rules, regulations, and pronouncements including but not limited to the following:
 - 5.1.1. The Contractor shall perform all activities and operations in accordance with the requirements, as applicable, of the Regional Water Quality Control Board, the California State Water Resources Control Board, including General Order (*General Waste Discharge Requirements for the Discharge of Biosolids to Land for Use in Agricultural, Silvicultural, Horticultural, and Land Reclamation Activities*), Parts 257 and 503 of Title 40 of the Code of Federal Regulations (*Criteria for Classification of Solid Waste Disposal Facilities and Practices-Application to Land Used for the Production of Food Chain Crops and Standards for the Use and Disposal of Sewage Sludge*, respectively), any and all state laws or local ordinances, and any other regulations that may be applicable now or in the future.
 - 5.1.2. The Contractor acknowledges that Part 503 of Title 40 of the Code of Federal Regulations is a self-implementing rule and that the Contractor's activities and operations performed at the Site must comply with all applicable general requirements of the rule, including, but

not limited to: pollutant limits, management practices, operational standards, monitoring, recordkeeping, and reporting. The Contractor shall provide to the District all information relevant to the activities and operations at the Site that the District may need or request to complete NPDES or other permit applications or reports.

6. SITE INSPECTION, MONITORING, RECORDKEEPING, AND REPORTS

- 6.1. The Contractor shall grant the District and its representatives access to the Site during normal business hours to conduct inspections of the disposal/reuse activities. The District shall provide 24 hours advanced notice of such inspections to the Contractor in order for the Contractor to facilitate safety briefings for any Site visitors.
- 6.2. The Contractor shall keep complete and accurate daily records of all disposal/reuse activities including, without limitation: the date, the origin, and quantity of each load of Biosolids disposed/reused; site management practices; any sampling and analytical results of laboratory testing on soil or groundwater that may be conducted regarding the disposal/reuse program; and any other parameters that the Chief Engineer may from time to time request. The Contractor shall grant the District timely access to all such records. The District will have the right to conduct additional laboratory testing to verify regulatory compliance. The Contractor will have timely access to District's Biosolids data relevant to the Contractor's performance and compliance with all federal, state, and local regulations.
- 6.3. The Contractor shall submit monthly reports to the District that demonstrate compliance with all required Permits and authorizations. The Contractor shall submit the reports within 30 days after the close of each reporting period. The reports must include, at a minimum, a description of all activities and operations performed during the reporting period, the items described in Section 6.2, and a certification that all activities and operations were performed in compliance with all applicable laws, ordinances, and regulations. The Contractor shall forward to the District, within five days of receipt, copies of all correspondence with regulatory agencies relating to the activities or operations performed at the Site. Unless otherwise directed by the Chief Engineer, the monthly report required by the District may consist of regulatory agency monitoring reports if supplemented with information that fulfills the requirements of this Section 6.
- 6.4. The Contractor shall notify the District no later than 12 hours after receiving any notice, whether formal or informal, of a legal, governmental, judicial, administrative, or similar proceeding, action, or enforcement, pending or threatened, that may affect the Contractor's ability to lawfully perform services required under this Agreement.
- 6.5. The District shall perform all sampling for any monitoring and laboratory analyses of Biosolids required by any federal, state, or local laws, ordinances or regulations prior to releasing Biosolids to the Contractor. The Contractor shall perform all other monitoring and laboratory analyses required by any federal, state, or local laws, ordinances or regulations including, but not limited to, any monitoring or laboratory analysis of Biosolids after receipt by the Contractor.

7. COMPOSITION OF BIOSOLIDS

- 7.1. The District warrants that all Biosolids released to the Contractor will be classified as Nonhazardous under Title 22, Division 4.5, Chapter 11, Article 3 of the California Code of Regulations and will meet all Part 503 Rule minimum quality standards for Biosolids to be reused through land application.
- 7.2. Neither the Contractor nor the District may add any material to the Biosolids that is classified as hazardous or which creates by-products or residues classified as hazardous under federal or state laws.

8. INCLEMENT WEATHER

- 8.1. The Contractor shall provide facilities to ensure its ability to load, remove, transport, and dispose or reuse Biosolids during inclement weather.
- 8.2. The District acknowledges that severe wet weather conditions may result in a reduction or suspension of the Contractor's ability to dispose or reuse Biosolids. If the Contractor reasonably determines that a reduction or suspension is necessary, the Contractor shall provide to the District: 1) a 12-hour minimum notice of reduction or cessation of operations; and 2) an estimate of when the Contractor expects operations to resume. The Chief Engineer may also determine that a reduction or cessation is necessary due to inclement weather and may modify the amount of Biosolids released to the Contractor.

9. FEE FOR BIOSOLIDS REMOVAL, TRANSPORTATION, AND REUSE

- 9.1. The District shall pay the Contractor for Biosolids removed from the Plant a combined loading, transportation, and disposal or reuse base fee of \$56.00 per wet ton, plus any other adjustments provided for in this Agreement. The Contractor shall pay any fees imposed, levied, or assessed by a government agency or other third party.
- 9.2. The District shall pay the Contractor for Biosolids reused or disposed but not transported by the Contractor a gate rate fee of \$20.00 per wet ton, plus any other adjustments provided for in this Agreement. The Contractor shall pay any fees imposed, levied, or assessed by a government agency or other third party.
- 9.3. The Contractor shall submit invoices to the District on a monthly basis and the District shall make payment within 30 days of receipt. The total fee paid by the District will be adjusted on a monthly basis based upon increases and decreases in the monthly average of all weekly diesel fuel prices supplied by the U.S. Department of Energy as described in Attachment E, "Fee Adjustment."
- 9.4. Effective one year after the Effective Date and each year thereafter, the Contractor may request an annual adjustment in the base fee, not to exceed the Urban Consumer Price Index (CPI-U) published by the Bureau of Labor Statistics in series CUURS49ASA0: "Los Angeles-Long Beach-Anaheim, CA, all urban consumers".
- 9.5. If the duration of this Agreement extends beyond the initial three years, either the Districts or the Contractor may request an adjustment in the fee. The Contractor shall provide written documentation to the District verifying its increased cost, and the Chief Engineer may grant the

Contractor's request in his or her sole and absolute discretion. All cost adjustment requests must be submitted no later than 30 days before the proposed adjustment would become effective.

- 9.6. If the Contractor enters into an agreement with any other generator of biosolids, other than the Host Community, that provides for the payment of a fee, excluding transportation and other related costs, that is less than the amount of the fee provided for in this Agreement, the Contractor shall notify the District and reduce the amount of the fee so that the fee payable under this Agreement is the same as or less than the lowest fee paid, excluding transportation and other related costs, to the Contractor by other biosolids generators. In addition to other remedies provided by law, the Chief Engineer may terminate this Agreement for cause if the District is not receiving the most favorable fee.

10. OWNERSHIP OF BIOSOLIDS

The Contractor will become the owner of all Biosolids removed from the Plant at the time the Contractor or its subcontractor receives the Biosolids in its trucks. The Contractor shall dispose or reuse all Biosolids in accordance with this Agreement. The Contractor may not use or dispose of the Biosolids in any other manner without written authorization from the Chief Engineer. The Contractor shall comply with all applicable laws, ordinances and regulations in connection with the marketing, use, and sale of the reused Biosolids.

11. PREVAILING WAGE

11.1 Wage Rates, Travel, and Subsistence.

a. Wage Rates. Pursuant to the provisions of Article 2 Chapter 1, Part 7, Division 2, of the Labor Code (§ 1770 et seq.), the Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification, or type of worker needed to provide the work contemplated under this Agreement from the Director of the DIR. The Contractor shall submit a copy of the general rate of per diem wages for each craft, classification, or type of work that the Contractor intends to use to execute the work to the District for review. A copy of these rates are listed in Attachment D of this Agreement, on file with the District, and copies will be made available to any interested party on request. Contractor shall also post a copy of such wage rates at Site and Plant ("**Facilities**").

For any worker employed to perform work, where such work is not covered by any classification listed in the published general prevailing wage rates determinations or per diem wages determined by the DIR, said worker shall be paid not less than the minimum rate of wages specified in the classification which most nearly corresponds to the employment of such person in such classification.

b. Holiday and Overtime Pay. Holiday and overtime work, when permitted by law, shall be paid for at a rate set forth in the prevailing wage determinations issued by the DIR or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in this Agreement, or authorized by law for all work performed on or after the Agreement Execution Date.

c. Wage Rates Not Affected By Other Contracts. Contractor shall pay and shall cause to be paid to each employee to whom prevailing wage rates apply not less than the general prevailing rate of per diem wages determined by the DIR, regardless of any contractual relationship which may be alleged to exist between Contractor and employee.

d. Travel and Subsistence. Contractor shall pay and shall cause to be paid to each employee performing work travel and subsistence payments, as such travel and subsistence payments are defined by the DIR and in accordance with Labor Code § 1773 *et seq.*, including but not limited to Labor Code § 1773.1.

e. Change In Prevailing Wage. Contractor shall comply with the prevailing wage determinations in effect as of the Execution Date, and shall comply with any predetermined increases required under the determinations.

f. Minimum Wage Rates. Any worker employed to perform work, which work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the DIR, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work to be performed by them.

g. Per Diem Wages. Contractor shall pay and shall cause to be paid to each employee performing work per diem wages including, but not limited to, employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code § 1773.1.

h. Posting of Wage Rates. Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code § 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Facilities. The required notice/poster is available on the Labor Commissioner's website.

i. Forfeiture and Payments. Pursuant to Labor Code § 1775, Contractor shall forfeit to District not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the DIR, for such craft or classification in which such worker is employed for any work performed. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of Contractor's mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage, the previous record of Contractor in meeting his or her prevailing rate of per diem wage obligations, or Contractor's willful failure to pay the correct prevailing rate of per diem wages. A mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage is not excusable if Contractor had knowledge of it or the obligations under this part. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each worker by Contractor.

j. Monitoring and Enforcement by Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). Contractor shall be required to furnish, at least once every thirty days while work is being performed on the Project, certified payroll records directly to the Labor Commissioner in accordance with Labor Code § 1771.4. All payroll records shall

be furnished in a format required by the Labor Commissioner. Contractor must sign up for, and utilize, the Labor Commissioner's electronic Certified Payroll Records (CPR) submission system. The District will have direct and immediate access to all CPRs for work performed under this Agreement that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner and DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code § 226, and conducting random in-person inspections of the Facilities ("**On-Site Visits**"). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Facilities, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by Contractor. Contractor and all employees shall cooperate and comply with any lawful requests by the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

11.2 Records of Wages Paid: Certified Payroll Submissions and Inspection.

The obligations set forth below apply to all work performed under this Agreement.

a. Payroll Records.

- i. Pursuant to § 1776 of the Labor Code, Contractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the work.
- ii. All payroll records as specified in Labor Code § 1776 of Contractor shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code § 1771.4(a)(3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code § 1776 shall be certified and submitted to the District in hard copy (not electronic) with each application for payment or invoice. All payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the District, the DLSE or the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - c. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the DLSE. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by Contractor, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- iii. The certified payroll records shall be on forms provided by the DLSE or shall contain the same information as the forms provided by the DLSE.
- iv. Contractor shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.
- v. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the DLSE shall be marked or redacted to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the work shall not be marked or redacted. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or redacted only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- vi. The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall provide notice of a change of location and address within five (5) days of same.
- vii. Contractor shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that Contractor fails to comply within the 10-day period, the Contractor shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for

each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the DLSE, these penalties shall be withheld from payments then due to Contractor.

viii. Responsibility for compliance with this Article shall rest upon Contractor.

b. Withholding of Contract Payments & Penalties.

The District may withhold or delay contract payments to Contractor if:

- i. The required prevailing rate of per diem wages determined by the DIR is not paid to all employees performing work;
- ii. Contractor fails to submit all required certified payroll records with each application for payment or invoice, but not less than once per month;
- iii. Contractor submits incomplete or inadequate payroll records;
- iv. Contractor fails to comply with the Labor Code requirements concerning apprentices; or
- v. Contractor fails to comply with any applicable state laws governing workers on public works projects.

11.3 Apprentices.

a. Apprentice Wages and Definitions. All apprentices employed by Contractor to perform work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, as determined by the DIR, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in § 3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with section 3070) of Division 3, are eligible to be employed under this Agreement. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California apprenticeship Council.

b. Apprentice Labor Pool. When Contractor employs workers in any apprenticeable craft or trade, Contractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the work, for a certificate approving the Contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving Contractor, shall arrange for the dispatch of apprentices to Contractor in order to comply with this section. Contractor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Agreement, the number of apprentices to be employed, and the approximate dates the

apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Facility of the work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractor shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade at the Facility, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

c. Journeyman/Apprentice Ratio; Computation of Hours. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

d. Journeyman/Apprentice Ratio. Contractor, if covered by this section upon the issuance of the approval certificate, or if previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by Contractor that it employs apprentices in the craft or trade in the state on all of its contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting Contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts, when the contracts of general Contractors or those specialty Contractors involve less than Thirty Thousand Dollars (\$30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

e. Apprenticeable Craft or Trade. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

- i. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).
- ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5.

- iii. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.
- iv. Assignment of an apprentice to any work performed under this Agreement would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

f. Ratio Exemption. When exemptions are granted to an organization which represents Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

12.3.7. Apprentice Fund. If Contractor employs journeymen or apprentices in any apprenticeable craft or trade and is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Facility, to which fund or funds other Contractors in the area of the site of the Facility are contributing, Contractor shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Facility in the same amount or upon the same basis and in the same manner as the other Contractors do, but if the trust fund administrators are unable to accept the funds, Contractor shall pay a like amount to the California Apprenticeship Council. Contractor may add the amount of the contributions in computing its bid for the contract. The DLSE is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code § 227.

g. Contractor Compliance. The responsibility of compliance with paragraph 12.3 and § 1777.5 of the Labor Code for all apprenticeable occupations is with Contractor.

h. Decisions Of Joint Apprenticeship Committee. All decisions of the joint apprenticeship committee under this paragraph 12.3 and Labor Code § 1111.5 are subject to Labor Code § 3081.

i. No Bias. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code § 3077.

j. Violation of Labor Code. Pursuant to Labor Code § 1777.7, in the event Contractor willfully fails to comply with the provisions of this paragraph 11.3 and Labor Code § 1777.5:

- i. The DIR shall deny to Contractor the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations. Each period of debarment shall run from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council.
- ii. If Contractor violates §1777.5 it shall forfeit as a civil penalty the sum of two hundred dollars (\$200) for each calendar day of noncompliance. Notwithstanding §

1727, upon receipt of a determination that a civil penalty has been imposed, District shall withhold the amount of the civil penalty from the contract progress payments then due or to become due.

- iii. In lieu of the penalty provided for in subdivision (a) or (b), the DIR may for a first time violation and with the concurrence of the joint apprenticeship committee, order Contractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.
- iv. Any funds withheld by District pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.
- v. The interpretation and enforcement of § 1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

11.4 DIR Registration.

a. Registration by Contractor and All Sub Contractors of Any Tier. Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of Contractor under the Agreement. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the work by Contractor. The failure of Contractor to be properly registered with DIR at all times during performance of the work is a material breach of the Agreement and subject to termination for cause. An affirmative and ongoing obligation of Contractor under the Agreement is the verification that all subcontractors of any tier are at all times during performance of the work in full and strict compliance with the DIR registration requirements. Contractor shall not permit or allow any subcontractor of any tier to perform any work without Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code § 1771.1.

12. INDEMNITY

The Contractor shall save, defend, hold harmless and indemnify the Districts, the Board, and their officers, employees, agents, consultants, other independent contractors, consultants and representatives, against any and all liability, claim, damage, demand, loss, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising, either directly or indirectly, out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the acts or omissions of Contractor, and subcontractor, or any employee, agent, or representative of Contractor and/or subcontractor, whether or not the liability, claim, demand cost, loss, damage or expense was actually or allegedly caused wholly or in part through the negligent or other tortious conduct of any of them, except to the extent the damage was due to the sole negligence of the Districts.

13. FORCE MAJEURE

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Districts, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather. Delays related to COVID-19 are not considered a force majeure event.

14. ADDITIONAL PROVISIONS

14.1. **Entire Agreement.** This Agreement represents the entire understanding between District and Contractor as to transportation services. No prior oral or written understanding is of any force or effect with respect to the matters provided in this Agreement.

14.2. **Assignment.** The Contractor may not sell or assign its interest in this Agreement without the prior written approval of the Chief Engineer, in his or her sole and absolute discretion. The provisions of this Agreement will be binding upon the Contractor and any successors or assigns.

14.3. **Litigation Costs.** If either Party initiates any legal or administrative proceeding relating to any issues arising out of this Agreement, the prevailing party will be entitled to recover all reasonable attorneys' fees and legal expenses, in addition to any other relief granted.

14.4. **Governing Law.** The provisions of this Agreement will be interpreted and enforced in accordance with the laws of the State of California. Venue for any action will be in the Superior Court of Los Angeles County.

14.5. **Waiver.** Either Party may waive compliance by the other Party with respect to any provisions of this Agreement. No waiver of any provision may be construed as a waiver of any other provision. No waiver may be construed as an ongoing waiver with respect to subsequent events unless it expressly so provides. Any waiver must be in writing, signed by the waiving Party, and recite the provisions being waived.

14.6. **Remedies.** The remedies and relief set forth in this Agreement are cumulative and not in the alternative and are in addition to any other remedies or relief that may otherwise be available to the Parties, at law or in equity. The Parties may pursue any and all available remedies and relief, either sequentially or in concert, including without limitation, the right to enjoin any violation, or threatened violation, of this Agreement.

14.7. **Action by Chief Engineer.** Except as otherwise provided in this Agreement, the Chief Engineer may take all actions on behalf of the District in connection with any approvals or actions required of or by the District under this Agreement.

14.8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A party may transmit its signature to this Agreement by email, and such email signature page shall be deemed an original signature page for all purposes.

15. SEVERABILITY.

If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstance is, to any extent, held invalid or unenforceable, the remainder of this Agreement will not be affected, and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

16. NOTICE

Any notice, payment, or instrument required or permitted to be given under this Agreement will be deemed received upon a signed receipt of personal delivery or 72 hours after deposit in any United States Post Office, registered or certified, postage prepaid and addressed to the Party for whom intended, as follows:

TO THE DISTRICT:

Robert C. Ferrante
Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
Post Office Box 4998
Whittier, CA 90607-4998

TO Holloway Environmental Solutions,
LLC.:

Attn: Dan Allen
Chief Operating Officer
2019 Westwind Dr. Suite B.
Bakersfield, CA. 93301

The Parties are signing this Agreement as of the Effective Date.

COUNTY SANITATION DISTRICT NO. 14
OF LOS ANGELES COUNTY

By _____
Chairperson, Board of Directors


ATTEST:

By _____
Secretary to the Board

APPROVED AS TO FORM:
LEWIS, BRISBOIS, BISGAARD & SMITH LLP

By _____
District Counsel

Holloway Environmental Solutions, LLC.

By: 
Its: COO

Attachment A: General Terms and Conditions



GENERAL TERMS AND CONDITIONS

1. **ADDENDA ACKNOWLEDGEMENT** (*if applicable*): The Contractor shall acknowledge receipt of all RFP amendment(s) and/or addenda through the QuestCDN portal. Failure to do so may be cause for rejection and non-acceptance of proposal documents.
2. **APPLICABLE LAWS**: All applicable laws and regulations of the State of California and ordinances and regulations of the Districts shall apply. Protestors shall seek resolution of their complaints initially with the Purchasing Section.
3. **ASSIGNMENT OF RIGHTS OR OBLIGATIONS**. Except as noted hereunder, successful Proposer may not assign, transfer, or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the Districts.
4. **ATTORNEY FEES**: In the event any suit, proceeding or action is instituted in connection with any controversy arising out of or relating to this contract, the prevailing party shall be entitled to receive, in addition to its costs, its actual attorney's fees and costs.
5. **AUTHORIZED SIGNATURES**: Every proposal must be signed by the person or persons legally authorized to bind the Contractor to a contract for the execution of the work. Upon request of the Districts, any agent submitting a proposal on behalf of a Contractor shall provide a current power of attorney certifying the agent's authority to bind the Contractor. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the Districts, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.
6. **AWARD OF CONTRACT**: Contract awards will be made to the Proposer's whose offer provides the greatest value, in terms of suitability to purpose, quality of goods and/or services, experience, prices, and ability to deliver. The Evaluation Committee may consider any other reason deemed to be in the best interest of the Districts. Thus, the result will not be determined by price alone. Price is of the utmost importance; however, the Districts is seeking the least costly outcome that meets the needs of the Districts as interpreted as such. The Districts reserve the right to award to one or multiple Contractor(s) as best suits the interests of the Districts.

Board action on proposal will normally be taken within 90 days of receipt of proposal; however, no guarantee or representation is made herein as to the time between receipt of proposal and subsequent Board award. In submitting a response to this RFP, Contractor acknowledges that this RFP, including all exhibit and appendices, will be incorporated in its entirety, along with Contractor's entire proposal, including brochures, attachments, and supplementary information, in any award issued in response to this RFP. It is mutually understood and agreed that until a Purchase Order

Contract or Agreement is issued, there is no final agreement between the Districts and the Contractor. Any final agreement is conditional and dependent upon a complete and final release of Purchase Order or written Agreement executed by authorized representatives of the respective parties. Further, both parties understand and agree that they proceed at their own risk regarding all negotiations and actions taken until such time that a final, valid, agreement is released and established.

7. **CANCELLATION OF SOLICITATION:** The Districts may cancel this solicitation at any time.
8. **CLARIFICATION AND ADDENDA:** For inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this RFP, Proposers shall submit questions through the QuestCDN online portal no later than **3:00 p.m. on Thursday, March 2, 2023**. This is the last day for questions. The Districts will post responses to questions via the QuestCDN portal and issue any resulting addenda.
9. **COMPLIANCE OR DEVIATION TO SPECIFICATIONS.** Proposer hereby agrees that the material, equipment, or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Proposer's response. Proposer may submit an attachment entitled "Exceptions to Specifications", which must be signed by Proposer's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.
10. **COMPLIANCE WITH LAWS:** All proposals shall comply with current federal, state, and other laws relative thereto the State of California. Proposers shall strictly observe the requirements of Government Code §1090 and §1091 in offering upon this requirement.
11. **CONTRACT CANCELLATION.** Upon 30 days written notice, either party may cancel this Agreement.
12. **CONTRACT DOCUMENTS, EXAMINATION OF:** It is the responsibility of the Contractor to thoroughly examine and be familiar with legal and procedural documents, general conditions, forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. The Contractor shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment, and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Contractor to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the Districts may rely that the Contractor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Contractor to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.
13. **CONTRACT INCORPORATION.** The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittal,

supplemental agreements, general contract and/or purchase order, performance bond(s) if required, and any and all written agreements which alter, amend or extend the contract.

14. CONTRACT NEGOTIATIONS: The Districts reserves the right to enter into discussions with the Contractor(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the Contractor whose proposal is deemed most advantageous, whichever is in the Districts' best interest, for the purpose of negotiation. If exclusive negotiations are conducted, and an agreement is not reached, the Districts reserves the right to enter into negotiations with the next highest ranked Contractor without the need to repeat the solicitation process.

15. CONTRACT TERM. The initial contract duration will be three years from the issuance and execution of a purchase order/agreement. After the initial duration, the parties may extend the contract for up to two additional one-year periods based upon mutual agreement and the Contractor's satisfactory performance.

If the Contractor will not agree to an extension beyond the initial duration or a subsequent extension, the Contractor must follow the notice provisions **set forth above in no. 11.**

16. DEBRIEF: Upon request, anyone who submitted a proposal response to a solicitation (Proposer) may request a debriefing. Debriefings will be scheduled after contract award, and may be done orally, in writing or by any other method acceptable to the Districts. A Proposer will be accorded fair and equal treatment with respect to its opportunity for debriefing on Proposer's submitted proposal.

18. DISQUALIFICATION OF CONTRACTOR: If there is reason for the Districts to believe that collusion exists among the Contractors, the Districts may refuse to consider proposals from suspected participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable ground for believing that any Contractor has an interest in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Contractor is suspected of having an interest. If there is reason to believe that collusion exists among the Contractors, the Districts may refuse to consider Proposals from participants in such collusion. Contractors shall submit as part of their Proposal documents the completed Non-Collusion Declaration provided herein.

19. DOCUMENTS TO BE RETURNED WITH PROPOSAL: Failure to completely execute and submit the required documents before the submittal deadline may render a proposal non-responsive.

20. DELIVERY REQUIREMENTS: Any proposals received **after** the above stated due time and date will **not** be considered. It shall be the sole responsibility of the Contractor to have their proposal **fully** transmitted and submitted to QuestCDN for receipt **on or before** the above stated time and date. The Contractor shall be responsible for a Proposal's timely online submission to QuestCDN. The Districts is not responsible for Internet Service Provider (ISP) transmission, delays, or any other related issues.

21. ESCALATION. Any contemplated increase in the rate(s) shall be based on the percentage change between the previous year and current year's Consumer Price Index (CPI), published by the U.S. Department of Labor's Bureau of Labor Statistics. The specific index to be used is the CPI or PPI for Los Angeles-Anaheim-Riverside, California.

If contract duration extends beyond the initial three-year duration, either the Districts or the Contractor may request an adjustment in the Base Cost. The Contractor's adjustment requests must be made in writing and accompanied by supporting documentation. The Districts adjustment requests may require the Contractor to provide financial documents certified by a Certified Public Accountant licensed by the State of California.

All cost adjustment request must be submitted no later than 30 days before the proposed adjustment would become effective.

- A. It is expressly understood that contract extensions and/or rate increases are not automatic nor guaranteed.** The Contractor's request to extend the contract period and/or increase the current rate schedule will be evaluated and considered when such request is made. The Districts reserves the right to reject any such request and cancel or re-quote said contract. The Districts reserves the right to review price changes with other companies and purchase from the company that best serves the needs of the Districts.
- B. Fuel Price Adjustment:** To account for fluctuations of retail fuel prices, shall include a Fuel Price Adjustment (FPA) in the Cost Proposal and during any Agreements resulting from this RFP. The following FPA formula shall be calculated monthly and applied on the invoice:

$$\text{FPA} = [\text{Retail Fuel Price} - \text{Reference Price}] \times \frac{\text{Round Trip Mileage}}{(5 \text{ MPG}) \times 25 \text{ tons}}$$

The "Retail Fuel Price" for the purposes of this formula is the monthly average of all weekly diesel fuel prices (\$/gallon) published by the U.S. Department of Energy, in the Energy Information Administration (EIA) Retail On-Highway Diesel Price Index for California. These values are available at <http://www.eia.gov>.

For the purpose of the FPA calculation, a nominal value of 25 WT/trip is used. The "Reference Price" will be \$5.56. No FPA shall apply if the retail fuel price is within 10% of the price at contract award.

- 22. EXPERIENCE AND COMPETENCY:** The successful Contractor shall be skilled and regularly engaged in the general class or type of work called for under the contract. Each Contractor shall set forth their experience and submit it with their proposal. It is the intention of the Districts to award a contract to a Contractor who furnishes satisfactory evidence that they have the requisite experience, ability, capital, and facilities to enable them to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Contractor, the Districts will weigh any evidence that the Contractor has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the most advantageous Contractor, consideration will be given not only to the financial standing but also to the general competency of the Contractor for the performance of the work specified in the contract documents.
- 23. FAILURE TO FULFILL/PROVIDE:** Failure to fulfill any of the RFP requirements during the term of the contract period may be considered cause to cancel the contract with the awarded Contractor(s). When any contractor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the Districts may, at its sole discretion, annul and set aside the contract entered into with said contractor, either in whole or in part, and make and enter into a new contract for the same items or service in such manner as seems to the Board to be to the best advantage of the Los Angeles County Sanitation Districts. Any failure for furnishing such articles

or services by reason of the failure of the contractor, as above stated, shall be a liability against such Contractor and his sureties. The Board reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board, if requested.

- 24. FIRM PRICE PERIOD:** Submittal of proposal constitutes an irrevocable offer for a period of 120 days or the proposed effective date (whichever is later) to furnish the Districts with the services set forth in the Scope of Work until a proposal has been duly accepted by the Districts' Board. Contractor's offer shall remain open and firm for a period of not less than 120 calendar days from the Submittal Deadline, or the proposed effective date, whichever is later.
- 25. FORCE MAJEURE:** If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Proposer, the Proposer shall notify the Districts, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather. Delays related to COVID-19 is not considered a force majeure event.
- 26. FORMATION OF CONTRACT:** Proposers signed Proposal and the Districts written acceptance shall constitute a binding contract.
- 27. GOVERNING LAW:** This contract shall be in accordance with the laws of the state of California, without giving effect to conflict of laws principles. The parties stipulate that this contract was entered into in the county of Los Angeles, in state of California. The parties further stipulate that the county of Los Angeles, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from, and each party waives any claim of inconvenient forum.
- 28. HOLD HARMLESS/INDEMNITY:** The Proposer shall save, defend, hold harmless and indemnify the Districts, the Board, and their officers, employees, agents, consultants, other independent contractors, consultants and representatives, against any and all liability, claim, damage, demand, loss, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising, either directly or indirectly, out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the acts or omissions of Contractor, and subcontractor, or any employee, agent, or representative of Contractor and/or subcontractor, whether or not the liability, claim, demand cost, loss, damage or expense was actually or allegedly caused wholly or in part through the negligent or other tortuous conduct of any of them, except to the extent the damage was due to the sole negligence of the Districts.
- 29. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST:** Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, the Districts being interested only in the end results obtained. However, the work contemplated must meet the approval of the Districts. Contractor shall strictly observe the requirements of Government Code §1090 and §1091. Contractor must identify any existing or potential conflicts of interest with other clients, either existing or proposed, related to work undertaken pursuant to this scope of work for their firm and for any subcontractors, and if any conflicts or potential conflicts among clients are identified, a conflict waiver letter must be signed by both clients and, if necessary, a plan consistent

with the discussion in the Proposal describing how the firm plans to resolve, mitigate, or avoid future potential conflict(s) must be submitted to the Districts for approval.

Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial, or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Districts. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of the Districts.

30. INSURANCE: Upon award, Contractor shall provide Certificates of Insurance, with endorsements, verifying coverage and shall be delivered to the Districts within seven (7) calendar days after the Districts' Board of Directors approves award of a purchase order. The Districts reserves the right to require complete and accurate copies of all insurance policies under the Agreement. Coverage provided by the selected firm's policies shall be primary coverage without right of contribution of any other insurance carrier or on behalf of the Districts. The Districts must receive thirty (30) calendar days prior written notice of a policy cancellation or reduction in coverage. The insurance coverage shall be through insurers that have at least an "A" policyholders rating and an "X" financial rating in accordance with the current Best's Key Rating Guide. The Awarded contractor is expected to maintain and provide:

- A. General Liability Insurance. Contractor shall maintain general liability insurance including provisions for contractor liability, independent contractors, and broad form property damage coverage. This insurance shall be on a comprehensive, occurrence basis form with a standard cross liability clause or endorsement. The "Los Angeles County Sanitation Districts" shall be named as an additional insured, and the limit for this insurance shall be not less than \$5,000,000 per occurrence combined single limit for bodily injury and property damage.
- B. Business Auto Insurance. Contractor shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented, or borrowed. This insurance shall have an endorsement naming the "Los Angeles County Sanitation Districts" as an additional insured and with a standard cross liability clause or endorsement. The limit amount for this insurance shall be not less than \$5,000,000 per occurrence combined single limit for bodily injury and property damage. ***The Contractor must also provide an MCS-90 endorsement with minimum liability limit of \$5,000,000 per occurrence***
- C. Workers' Compensation. Contractor shall maintain Workers' Compensation Insurance as required by law in the State of California and Employers' Liability Insurance (including disease coverage) in an amount not less than \$1,000,000 per occurrence. This insurance shall also waive all right to subrogation against the Districts, its employees, representatives, and agents.

31. INVOICING AND PAYMENT: Payment term is Net 30 and is made after review of the invoice. At a minimum, invoices **must** include the project title, the Purchase Order/Contract Agreement number, the time period that the invoice applies, i.e., "monthly retainer," a list of items worked on (by bill number, if applicable), and for preapproved expenses, receipts must be attached. The prices shall

be the prices contained in the Contractor's proposal. **All invoices must be submitted to: invoices@lacsdsd.org.** The Districts is not responsible for payments delays, nor shall occur any additional fees, for invoices submitted not as specified. Disputed items of work shall not be paid until resolved. The Districts shall hold these items in abeyance. The Districts' Project Manager shall authorize payments as soon as each invoice has been reviewed and verified, not to exceed thirty days from the date of receipt of the invoice.

32. LATE PROPOSALS: The Districts will not accept late proposals. **QUESTCDN's CLOCK IS THE OFFICIAL TIME.**

MINORITY BUSINESS PARTICIPATION: The Districts support and encourage the participation of businesses owned and controlled by minorities or women (MBE/WBE) and small business enterprises in Districts projects. The Districts accepts certifications from the Federal Government's Small Business Administration 8(a) program and the State of California's office of Small and Minority Business, and the following agencies:

- City of Los Angeles, Department of Public Works
- WMBE Clearinghouse, Los Angeles, California (California Public Utilities Commission)
- California Department of Transportation (CALTRANS)
- Los Angeles County Metropolitan Transportation Authority (MTA)
- County of Los Angeles Office of Affirmative Action

33. MULTIPLE OFFERS/PROPOSALS: Contractors are NOT allowed to submit more than one (1) proposal per site.

34. NON-COLLUSION DECLARATION: Proposers on all public proposals are required to submit a declaration of non-collusion with their submittal. The declaration is made part of the proposal form of the RFP package and must be signed and dated.

35. PREVAILING WAGE: Hauling of biosolids from a District facility to a disposal or reuse site is subject to prevailing wage. The Contractor shall comply with the prevailing wage provisions for the hauling work outlined in the services described in this Request for Proposals.

- a. **Project is a Public Work.** Hauling/trucking portion of this project constitutes a "public work" within the meaning of the California Labor Code (the "Labor Code") section 1720 and is subject to the prevailing wage laws applicable to the locality in which the work is to be performed.
- b. **Prevailing Wage Compliance Required.** Not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work, for each craft or type of workman needed to execute the work contemplated by this project, as ascertained by the Director of the DIR, must be paid to all workers employed on the project by any contractor or subcontractor, of any tier, performing any portion of the work. The Districts will have on file copies of the general rate of per diem wages for each craft, classification, or type of work needed to execute the work at its principal office and at each job site, which shall be made available to any interested party upon request. Alternatively, general prevailing wage rates may be obtained from the DIR online at www.dir.ca.gov/Public-Works/Prevailing-Wage.html. In accordance with Labor Code Section 1773.2, the Contractor shall also post a copy of the general rate of per diem wages for each craft, classification, or type of work needed to execute the work at each job site and prior to

the start of physical work. In addition, a listing of all known and anticipated general rate of per diem wages for each craft, classification, or type of work needed to execute the work is attached to as **Attachment 1**.

The Contractor shall submit a copy of the general rate of per diem wages for each craft, classification, or type of work needed to execute the Work within 10 working days after the receipt of bids.

- c. **Certified Payroll.** Pursuant to §1776 of the Labor Code, all contractors and subcontractors shall keep an accurate payroll record showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. All payroll records as specified in Labor Code §1776 shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a) (3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code §1776 shall be certified and submitted to the Districts in hard copy (not electronic) with each application for payment or invoice. All payroll records shall be available for inspection at all reasonable hours at the principal office of all contractors and subcontractors.
 - d. **Monitoring.** This project is subject to compliance monitoring and enforcement by the DIR under Labor Code section 1771.4.
 - e. **Violations.** The Districts reserves the right to withhold contract payments if the Districts is notified, or determines as a result of its own investigation, that any Contractors or subcontractors are in violation of any requirements as set forth in Labor Code section 1720 et seq. at no penalty or cost to the Districts. All Contractors and subcontractors agree to indemnify, defend, save and hold harmless the Districts and its agents, servants and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or other detriment or liability arising from or out of their failure to be properly registered with the DIR or otherwise comply in all respects with California prevailing wage laws applicable to District projects.
- 36. PRICE:** Any contemplated increase in the rate(s) shall not exceed the percentage change between the previous year and current year's Consumer Price Index (CPI), published by the U.S. Department of Labor's Bureau of Labor Statistics. The specific index to be used is the CPI for Los Angeles-Anaheim Riverside, California. **It is expressly understood that contract extensions and/or rate increases are not automatic nor guaranteed.** If term of the contract is less one-year, the Districts will calculate the percentage change between the start date and the request date not to exceed 5%.
- 37. PROPOSAL CONTENT:** The Proposer must respond to the requested proposal content describing, in detail, how they will meet the requirements of this RFP. The Proposer may provide supporting documentation; however, it cannot be in-lieu of providing a direct response to questions.
- 38. PROPOSAL DEADLINE:** Proposals may be submitted any time **before** the deadline. Proposals that are not uploaded to QuestCDN by the Proposal Deadline are late. Late proposals are not accepted.
- 39. PROPOSAL DOCUMENTS:** The Districts has only authorized QuestCDN to distribute the Proposal Documents, in electronic formats, for use by proposers. The Districts does not warrant the accuracy or completeness of Proposal Documents obtained from any source other than QuestCDN, unless

otherwise noted, and any use of such documents by prospective proposers or others for any purpose is solely at the proposers' risk. Only those proposers that have obtained and properly downloaded the Proposal Documents from QuestCDN will appear on the Planholders list and may submit a proposal.

- 40. PROPOSAL EXPENSES:** All expenses for making proposals to the Districts are to be borne by the Contractor.
- 41. PROPOSAL OPENING AND RESULTS:** The Districts does not open proposals publicly. After the deadline and downloading of the received proposals, a listing of companies submitting proposals will be made available on the QuestCDN portal.
- 42. PROPOSER'S STATUS:** – In addition to other requirements in this bid package relating to Proposer qualifications, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any Contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5. Bidder must be registered with the DIR at the time of bid opening, or the bid will be rejected as non-responsive. Bidder may register with DIR at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.
- a) **LISTED SUBCONTRACTORS' STATUS** – All subcontractors listed in Bidder's Bid must also be registered with the DIR at the time of bid submission. Bidders must include listed subcontractors' DIR registration number with the bid, or if the listed subcontractor's DIR registration number is not known at time of bid submittal, then the subcontractor's DIR registration number may be submitted to Districts within 24 hours of bid opening. Pursuant to Labor Code §1771.1 an inadvertent error in listing a subcontractor who is not registered with DIR in a bid or proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply: (1) The subcontractor is registered prior to the bid opening; (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5; or (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- b) **DIR REGISTRATION VERIFICATION** – A DIR Registration Verification Form is included with the proposal. Each Contractor shall submit the completed DIR Registration Verification Form executed by a duly authorized officer or employee of the Contractor with the proposal.
- 43. POSTPONEMENT OF OPENING:** The Districts reserve the right to postpone the submittal deadline and opening of proposals any time before the date and time announced in the Request for Proposals or subsequent addenda.
- 44. PROPOSAL SUBMITTAL:** Contractors shall upload Proposals to QuestCDN no later than **11:00 a.m. on Wednesday, March 15, 2023**, uploaded to QuestCDN.com
https://qap.questcdn.com/qap/projects/prj_browse/ipp_browse_grid.html?projType=all&provide_r=7047059&group=7047059.

The Technical Proposal and Cost Proposal must be uploaded as separate files.

QuestCDN.com's time clock is the official time. All proposals must be fully transmitted by the due date and time. The Districts are not responsible for internet transmission interruptions.

Proposals will **ONLY** be received and accepted via the online electronic service portal through QuestCDN.com. **Paper/email proposals will not be accepted.**

Late submissions will not be accepted. It is the proposer's responsibility to ensure its proposal is **fully transmitted** by the due date and time. THE DISTRICTS ARE NOT RESPONSIBLE FOR ELECTRONIC OR INTERNET SERVICE PROVIDER (ISP) TRANSMISSION DELAYS OF ANY KIND. Any Proposals submitted after the above time and date, or to any other person or address will be rejected.

45. PROPOSAL WITHDRAWAL (IRREVOCABLE OFFER): If a Contractor wishes to withdraw their proposal any time before the due date, they may do so without prejudice to themselves by delivering a notice of withdrawal in writing, to the Districts' representative, and/or deleting it from the QuestCDN on-line platform.

46. PROTEST: Protests of the award pursuant to this RFP must be received, in writing, within three (3) business days after the Districts' issuance of the Notice of Award. The Districts is not obligated to consider protests received after the protest deadline. All protests must be in writing and submitted to the Buyer of record noted in the RFP documents and the Purchasing Manager. Mailed letters of protest are to be addressed to the Los Angeles County Sanitation Districts, Purchasing Section, 1955 Workman Mill Road, Whittier, CA 90601, and marked to the attention of Stacey Chanan, Purchasing Manager, staceychanan@lacsds.org.

For a proposer's protest to be considered valid, the protest must:

- A. Be filed timely and in writing as detailed in this paragraph
- B. Clearly identify, in detail, the specific issues related to the protest
- C. Clearly identify, in detail, the specific recommendation or action being protested
- D. Clearly identify in detail the specific grounds of the protest and the facts supporting the protest

Prior to a protest being considered valid, The Districts shall review the basis of the protest, along with all relevant information and documents and will provide a written decision to the Protestor. If the RFP protest does not comply with every one of the requirements set forth above, it will be rejected as invalid.

47. QUESTIONS & SUBMITTAL: For information and clarification, Contractors shall submit questions through the QuestCDN online portal **no later than 3:00 p.m. on Thursday, March 2, 2023**. This is the last day for questions. The Districts will post responses to questions via the QuestCDN portal and issue any resulting addenda.

- The Districts will **ONLY** accept electronic proposals ("Ebid") submitted through QuestCDN.com. Paper/email proposals are not accepted.
- To access the electronic proposal form, download the request documents and click the button online, at the top of the advertisement page. Prospective Contractors must register and be on the Planholders' List through QuestCDN for proposals to be accepted.
- **Late proposals are not accepted.** It is the Contractor's responsibility to ensure its proposal is fully transmitted by the due date and time. THE DISTRICTS IS NOT RESPONSIBLE FOR ELECTRONIC OR INTERNET SERVICE PROVIDER (ISP) TRANSMISSION DELAYS OF ANY KIND. **QuestCDN.com's time clock is the official time.**

https://gap.questcdn.com/gap/projects/prj_browse/ipp_browse_grid.html?projType=al&provider=7047059&group=7047059.

- 48. REFERENCES (if applicable):** All Contractors must include a list of references when submitting offers. List references on the enclosed form. Districts employees shall not be used as references.
- 49. PUBLIC RECORD:** All documents received by the Districts, as a public agency, in connection with this proposal are subject to the requirements of the California Public Records Act, Government Code 6250-6270. Proposers shall identify information contained in the submission which the Proposer deems to be confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act. Note: A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the Districts.
- 50. RESERVED RIGHTS:** The Districts reserve the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received by the first submission date may or may not be rejected by the Districts depending on available competition and timely needs of the Districts. There is no obligation on part of the Districts to award the contract to the lowest proposal Contractor and the Districts reserves the right to award the contract to the lowest responsible Contractor submitting a responsive proposal with a resulting Agreement, which is most advantageous, and in the best interest of the Districts. The Districts shall be the sole judge of whether the proposal and the resulting Agreement is in its best interest and its decision shall be final. Also, the Districts reserve the right to make such investigation, as it deems necessary to determine the ability of any Contractor to perform the work or service requested. The Contractor shall provide all information the Districts, in its absolute discretion, deems necessary to make this determination. Such information may include, but shall not be limited to, current financial statement prepared by an independent CPA; verification of availability or personnel; and past performance records. No proposer may withdraw his/her proposal for a period of one hundred-twenty (120) days after the time set for the opening thereof.
- 51. SAFETY:** Proposer agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 (or latest revision), the State of California Safety Orders, and regulations issued there under, and certifies that all items furnished under this proposal will conform and comply with the indemnity and hold harmless clause for all damages assessed against buyer as a result of suppliers' failure to comply with the Act and standards issued there under and for the failure of the items furnished under this order to so comply.
- 52. SEVERABILITY:** If any provisions, or portion of any provision, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
- 53. SIGNATURES:** All proposals must show the firm name; must be signed by a responsible officer, or employee fully authorized to bind the organization to the terms and conditions. Obligations assumed by such signatures must be fulfilled.
- 54. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION:** All work is to be performed in accordance with these Specifications and Standard Specifications for Public Works Construction, 2021 Edition (Green Book), complete with Amendments to Standard Specifications for Public Works Construction, 2018 Edition, by Los Angeles County Sanitation Districts; the two (2) latter documents, which are hereinafter referred to as the Standard Specifications, are hereby made a part of the Contract Documents. Copies may be purchased from the publisher, Building News, Inc., 1612 South

Clementine Street, 12 Anaheim, California, 92802, or at professional bookstores. Copies of the Amendments to Standard Specifications for Public Works Construction, 2018 Edition, by Los Angeles County Sanitation Districts, are available at no cost at the office of the Districts, 1955 Workman Mill Road, Whittier, California, 90601. The same copy is also available on the Districts' internet site at <http://www.lacsd.org>.

- 55. SUBCONTRACTOR'S LIST:** Contractor agrees to bind every subcontractor by terms as far as such terms are applicable to subcontractors' work. If Contractor shall subcontract any part of the work, Contractor shall be fully responsible to the Districts for acts and omissions of his or her subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in this document shall create any contractual relations between any subcontractor and the Districts.

Each Contractor shall submit with his or her proposal the Subcontractor's List Form completed with a list of the names and locations of the places of business, DIR number, of each subcontractor who will perform work or labor or render service to the Contractor in or about the project, or a subcontractor who under subcontract to the Contractor, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the contractor's total proposal as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et. seq.). If alternate proposals are called for and the Contractor intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate. If no subcontractors are contracted, please indicate "Not Applicable" on the form.

- 56. ADDITIONAL TERMS & CONDITIONS:** Upon award of proposal, additional terms and conditions may apply as applicable to the binding and execution of contractual agreement.

END OF RFP

Attachment B: Labor Practices

LABOR PRACTICES

1. SCOPE

This Section covers the prevailing wage rates determined by the Director of the Department of Industrial Relations of the State of California and other labor practices.

2. GENERAL

Pursuant to applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages and not less than the general prevailing rate of per diem wages for legal holiday and overtime work for each craft or type of worker needed to execute the work contemplated under this Contract, as ascertained by the Director of the Department of Industrial Relations, shall be paid to all workers employed on said work by the Contractor or by any subcontractor doing or contracting to do any part of said work.

2.1 Wage Rates, Travel, and Subsistence

2.1.1 Wage Rates. Pursuant to the provisions of Article 2 Chapter 1, Part 7, Division 2, of the Labor Code (§ 1770 *et seq.*), the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work of improvement is to be performed for each craft, classification, or type of worker needed to provide the Work contemplated under this Contract from the Director of the Department of Industrial Relations ("DIR"). These rates are listed in **Attachment 1**, on file with the District, and copies will be made available to any interested party on request. The Contractor shall submit a copy of the general rate of per diem wages for each craft, classification, or type of work needed to execute the work within 10 working days after the receipt of proposals. The Contractor shall post a copy of such wage rates at the jobsite prior to commencing work.

For any worker employed to perform work, where such work is not covered by any classification listed in the published general prevailing wage rates determinations or per diem wages determined by the DIR, said worker shall be paid not less than the minimum rate of wages specified in the classification which most nearly corresponds to the employment of such person in such classification.

2.1.2 Holiday and Overtime Pay. Holiday and overtime work, when permitted by law, shall be paid for at a rate set forth in the prevailing wage determinations issued by the DIR or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in this Contract, or authorized by law.

2.1.3 Wage Rates Not Affected By Other Contracts. Contractor shall pay and shall cause to be paid to each employee to whom prevailing wage rates apply not less than the general prevailing rate of per diem wages determined by the DIR, regardless of any contractual relationship which may be alleged

to exist between Contractor and Employee.

2.1.4 Travel And Subsistence. Contractor shall pay and shall cause to be paid to each employee performing Work travel and subsistence payments, as such travel and subsistence payments are defined by the DIR and in accordance with Labor Code § 1773 *et seq.*, including but not limited to Labor Code § 1773.1.

2.1.5 Change In Prevailing Wage During Solicitation or During Maintenance Contract. If the DIR issues a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, Contractor must comply with current prevailing wages at all times pursuant to determinations by the DIR and Labor Code § 1773 *et seq.* Prevailing wage determination rates are issued twice a year, in February and August and, as of the date of this Contract, the effective date of a determination is 10 days after the issue date of the determination. So, for example, if the prevailing wage determination is issued February 22, the effective dates for implementing said new rate is March 3rd in leap years, and March 4th in non-leap years.

2.1.6 Minimum Wage Rates. Any worker employed to perform Work, which Work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the DIR, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

2.1.7 Per Diem Wages. Contractor shall pay and shall cause to be paid to each employee performing Work per diem wages including, but not limited to, employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code § 1773.1.

2.1.8 Posting of Wage Rates. Prior to commencing any Work, Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code Section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

2.1.9 Forfeiture and Payments. Pursuant to Labor Code § 1775, Contractor shall forfeit to District not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the DIR, for such craft or classification in which such worker is employed for any Work performed. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of Contractor's mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage, the previous record of Contractor in meeting his or her prevailing rate of per diem wage obligations, or Contractor's willful failure to pay the correct prevailing rate of per diem wages. A mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage is not excusable if Contractor had knowledge of it or the obligations under this part. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each worker by Contractor.

2.1.10 Monitoring and Enforcement by Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE). Contractor shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code Section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. Contractor must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The District will have direct and immediate access to all CPRs for Work performed under this Contract that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner and DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code Section 226, and conducting random in-person inspections of the Premises ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Premises, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted, or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by Contractor. Contractor and all employees shall cooperate and comply with any lawful requests by the Labor Commissioner/DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

2.2 Records of Wages Paid: Certified Payroll Submissions and Inspection

2.2.1 Payroll Records

- a. Pursuant to § 1776 of the Labor Code, Contractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Work.
- b. All payroll records as specified in Labor Code § 1776 of Contractor shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code § 1771.4(a)(3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code § 1776 shall be certified and submitted to the

District in hard copy (not electronic) with each application for payment or invoice. All payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
 3. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by CE, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
 - d. Contractor shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.
 - e. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or redacted to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Work shall not be marked or redacted. Any copy of records made available for inspection by, or furnished to, a joint labor- management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or redacted only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
 - f. The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall provide notice of a change of location

and address within five (5) days of same.

- g. Contractor shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that Contractor fails to comply within the 10-day period, the Contractor shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from payments then due to Contractor.
- h. Responsibility for compliance with this Article shall rest upon Contractor.

2.2.2 Withholding of Contract Payments & Penalties

The District may withhold or delay contract payments to Contractor if:

- a. The required prevailing rate of per diem wages determined by the DIR is not paid to all Employees performing Work;
- b. Contractor fails to submit all required certified payroll records with each application for payment or invoice, but not less than once per month;
- c. Contractor submits incomplete or inadequate payroll records;
- d. Contractor fails to comply with the Labor Code requirements concerning apprentices;
or
- e. Contractor fails to comply with any applicable state laws governing workers on public works projects.

2.3 Apprentices

2.3.1 **Apprentice Wages and Definitions.** All apprentices employed by Contractor to perform Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, as determined by the DIR, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with § 3070) of Division 3, are eligible to be employed under this Contract.

The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California apprenticeship Council.

2.3.2 **Apprentice Labor Pool.** When Contractor employs workers in any apprenticeable craft or trade, Contractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the Work, for a certificate approving

the Contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving Contractor, shall arrange for the dispatch of apprentices to Contractor in order to comply with this Section. Contractor shall submit the Contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Site of the work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractor shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade at the Premises, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this Section, in no case shall the ratio be less than one(1) hour of apprentice work for every five(5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one(1) apprentice for each five(5) journeymen.

2.3.3 Journeyman/Apprentice Ratio; Computation of Hours. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one(1) apprentice for each five(5) journeymen in a craft or trade classification.

2.3.4 Journeyman/Apprentice Ratio. Contractor, if covered by this Section upon the issuance of the approval certificate, or if previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by Contractor that it employs apprentices in the craft or trade in the state on all of its contracts on an annual average of not less than one(1) hour of apprentice work for every five(5) hours of labor performed by a journeyman, or in the land surveyor classification, one(1) apprentice for each five(5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting CE from the 1-to-5 hourly ratio as set forth in this Section. This Section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars (\$30,000) or twenty(20) working days. Any work performed by a journeyman in excess of eight(8) hours per day or forty(40) hours per week, shall not be used to calculate the hourly ratio required by this Section.

2.3.5 Apprenticeable Craft or Trade. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and

regulations prescribed by the Apprenticeship Council.

The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

- a. Unemployment for the previous three-month period in the area exceeds an average of fifteen(15) percent.
- b. The number of apprentices in training in such area exceeds a ratio of 1-to-5.
- c. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth(1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.
- d. Assignment of an apprentice to any work performed under this Contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

2.3.6 Ratio Exemption. When exemptions are granted to an organization which represents Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

2.3.7 Apprentice Fund. If Contractor employs journeymen or apprentices in any apprenticeable craft or trade and is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Project, to which fund or funds other contractors in the area of the site of the Project are contributing, Contractor shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same basis and in the same manner as the other contractors do, but if the trust fund administrators are unable to accept the funds, Contractor shall pay a like amount to the California Apprenticeship Council. Contractor may add the amount of the contributions in computing its bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code §227.

2.3.8 Contractor Compliance. The responsibility of compliance with **Part** and § 1777.5 of the Labor Code for all apprenticeable occupations is with Contractor.

2.3.9 Decisions Of Joint Apprenticeship Committee. All decisions of the joint apprenticeship committee under **Part 2.3** and Labor Code § 1111.5 are subject to Labor Code § 3081.

2.3.10 No Bias. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race,

religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code §3077.

2.3.11 Violation of Labor Code. Pursuant to Labor Code § 1777.7, in the event Contractor willfully fails to comply with the provisions of **Part 2.3** and Labor Code § 1777.5:

- a. The DIR shall deny to Contractor the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations. Each period of debarment shall run from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council
- b. If Contractor violates Section 1777.5 it shall forfeit as a civil penalty the sum of two hundred dollars (\$200) for each calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed, District shall withhold the amount of the civil penalty from the contract progress payments then due or to become due.
- c. In lieu of the penalty provided for in subdivision (a) or (b), the DIR may for a first time violation and with the concurrence of the joint apprenticeship committee, order Contractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.
- d. Any funds withheld by District pursuant to this Section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.
- e. The interpretation and enforcement of Section 1777.5 and this Section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

2.4 DIR Registration

2.4.1 Registration by Contractor and All Subcontractors of Any Tier. Strict compliance with all DIR registration requirements in accordance with Labor Code §§ 1725.5 and 1771.1 is a material obligation of Contractor under the Contract. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the work by Contractor. The failure of Contractor to be properly registered with DIR at all times during performance of the work is a material breach of the Contract and subject to termination for cause. An affirmative and ongoing obligation of Contractor under the Contract is the verification that all Subcontractors of any tier are at all times during performance of the work in full and strict compliance with the DIR registration requirements. Contractor shall not permit or allow any subcontractor of any tier to perform any work without Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor

Code § 1771.1. Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

3. NON-DISCRIMINATION OF EMPLOYMENT

Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended.

4. INDENTURED APPRENTICES

The Contractor shall fully comply with Labor Code Section 1777.5 regarding the employment of indentured apprentices on public works. This obligation shall extend to all apprenticeable occupations utilized on the subject report.

* * * * *

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Driver (On/Off-Hauling To/From Construction Site)

Determination:

C-DT-830-261-10-2021-1

Issue Date:

February 22, 2021

Expiration date of determination:

March 31, 2021* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino and San Diego Counties.

Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare ^a	Pension	Vacation and Holiday ^b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^c	Sunday/Holiday Overtime Hourly Rate (1 ½ X)
Driver: Dump Truck	\$17.00	\$2.05	\$0.085	\$0.33	\$0.00	\$0.00	8.0	\$19.465	\$27.965	\$27.965

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

* There is no predetermined increase applicable to this determination

^a The contribution applies to all work up to \$355.00 per month.

^b \$0.65 after 2 years of service

\$0.98 after 5 years of service

\$1.31 after 9 years of service

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

Attachment C: RFP No. 04026: BIOSOLIDS MANAGEMENT SERVICES 2023



**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

REQUEST FOR PROPOSALS

BIOSOLIDS MANAGEMENT SERVICES 2023

RFP No. 04026

QUESTCDN No. 8341819

CONTACT: Maribeth Tan, Supervisor of Purchasing

KEY DATES:

DUE DATE & TIME: Wednesday, March 15, 2023 at 11:00 A.M. online

LAST DAY FOR QUESTIONS: Thursday, March 2, 2023, 3:00 P.M.

MANDATORY VIRTUAL PRE-PROPOSAL CONFERENCE:

Thursday, February 16, 2023 at 9:00 a.m.

MANDATORY SITE VISIT MEETINGS:

JWPCP - Tuesday, February 21, 2023 at 10:00 a.m.

VALENCIA WRP – Wednesday, February 22, 2023 at 10:00 a.m.

PALMDALE WRPS – Thursday, February 23, 2023 at 10:00 a.m.

LANCASTER WRPS – Thursday, February 23, 2023 at 1:00 p.m.

Robert C. Ferrante

Chief Engineer and General Manager

Purchasing & Risk Management Section | 1955 Workman Mill Road | Whittier, CA 90601

Phone: 562-908-4288 ext. 1400 | **Email:** bids@lacsds.org

OUR SERVICE AREA



**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

**RFP No. 04026/QUESTCDN No. 8341819
BIOSOLIDS MANAGEMENT SERVICES 2023**

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**RFP No. 04026/QUESTCDN No. 8341819
BIOSOLIDS MANAGEMENT SERVICES 2023**

TENTATIVE SCHEDULE OF EVENTS

NOTICE

From the issuance date of this RFP, until a proposal(s) is selected and until the selection is announced, Proposers shall not communicate with any Districts’ staff or members of the Board regarding this procurement, except at the direction of Beth Tan, the Districts’ designee. Any unauthorized contact may disqualify the proposer from further consideration.

<i>Description</i>	<i>Tentative Date</i>
Release of RFP:	February 8, 2023
Virtual Pre-Proposal Conference	February 16, 2023 at 9:00 a.m.
Mandatory site visit meetings:	JWPCP – 02/21 at 10:00 a.m. VALWRP – 02/22 at 10:00 a.m. PAWRP – 02/23 at 10:00 a.m. LANWRP – 02/23 at 1:00 p.m.
Deadline for written questions:	March 2, 2023
Responses to Question posted on QUESTCDN:	March 7, 2023
Proposal Due Date (Submittal Deadline) :	March 15, 2023 11:00 a.m.
Anticipated evaluation:	March-April 2023
Anticipated board approval:	April 2023



**RFP No. 04026/QUESTCDN No. 8341819
BIOSOLIDS MANAGEMENT SERVICES 2023**

SPECIFICATIONS

February 2023

1.0 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Alternative technology For the purposes of this RFP, Alternative biosolids management technologies include anything other than the Class A methods described in 40 CFR Part 503, Class B land application, and landfilling

Biosolids	Nutrient-rich organic materials resulting from the treatment of sewage sludge (see Section 7.2)
CARB	California Air Resources Board
CCR	California Code of Regulations
Certified weigh scales	Truck weigh station permitted by the State of California to certify weights for commerce
Class A Biosolids	Biosolids meeting 40 CFR Part 503 standards for Class A, EQ Biosolids including metals (Part 503.13 Tables 1 & 3), pathogens (Part 503.32(a)), and vector attraction reduction (Part 503.33(b)(1) through (8))
Class B Biosolids	Biosolids meeting 40 CFR Part 503 standards for Class B Biosolids including metals (Part 503.13 Tables 1 & 3), pathogens (Part 503.32(b)), and vector attraction reduction (Part 503.33(b)(1) through (10))
CFR	Code of Federal Regulations
Contractor	The successful Proposer; Prime Contractor
SCVSD	Santa Clarita Valley Sanitation District of Los Angeles County
Districts	Districts Nos. 2, 14, 20 of Los Angeles County and SCVSD, and/or each of them
District No. 2	County Sanitation District No. 2 of Los Angeles County

District No. 14	County Sanitation District No. 14 of Los Angeles County
District No. 20	County Sanitation District No. 20 of Los Angeles County
Facility	Biosolids processing facility or land application site
FPA	Fuel Price Adjustment
JWPCP	Joint Water Pollution Control Plant
LWRP	Lancaster Water Reclamation Plant
MGD	Million Gallons per Day
Non-Fuel Base Cost	Component of biosolids management costs in \$/WT not subject to monthly Fuel Price Adjustments, including but not limited to labor, equipment, materials, fuel (exclusive of the FPA), taxes, fees, licenses, and insurance to legally perform the work required
Proposer	Person or company submitting a proposal in response to this RFP
PWRP	Palmdale Water Reclamation Plant
RFP	Request for Proposals, this document
Subcontractor	Person or company working under contract to the Contractor
Transportation Fuel Base Cost	Transportation fuel component of the Base Cost in \$/WT that may be subject to Fuel Price Adjustments
VWRP	Valencia Water Reclamation Plant
WTPD	Wet tons per day
WTPY	Wet tons per year
WT	Wet ton

2.0 PROJECT OVERVIEW

The Los Angeles County Sanitation Districts consist of 24 independent special districts serving about 5.5 million people in Los Angeles County. Their collective service area covers approximately 850 square miles and encompasses 78 cities and unincorporated areas in the County.

The Sanitation Districts’ wastewater system consists of about 1,400 miles of sewers, 48 pumping plants, and 11 wastewater treatment plants. This system conveys and treats about half of the wastewater produced in Los Angeles County.

The purpose of the Request for Proposal (“RFP”) is to solicit qualified contractors (“Proposers”) to manage Class B Biosolids from four wastewater treatment plants, as described in **Table 2-1**.

Table 2-1: Districts’ Wastewater Facilities and Biosolids Offered

Facility	Location City (Sanitation District)	Total Produced, WTPY	Approx. Offered, WTPY	No. of Contracts to be Awarded	Estimated Allocation per Contract, approx. WTPY
Joint Water Pollution Control Plant (JWPCP)	Carson (District No. 2)	430,000	285,000	multiple	Minimum 25,000
Valencia Water Reclamation Plant (VWRP)	Valencia (SCVSD)	27,000	27,000	1	27,000
Palmdale Water Reclamation Plant (PWRP)	Palmdale (District No. 20)	10,000	10,000	1	10,000
Lancaster Water Reclamation Plant (LWRP)	Lancaster (District No. 14)	14,000	14,000	1	14,000

Note: Tonnages assigned to Contractors will be subject to modification as a result of operational changes or constraints at Districts’ facilities or statutory, regulatory, or other changes relating to organics management. It is possible the production of biosolids from PWRP could decrease substantially or stop within the performance period of the contract. In that case some or all PWRP biosolids would be transported by Districts staff to LWRP where they would be managed under the LWRP contract. See sections 7.5 and 7.6 for details.

The Districts seek reliable, diversified, cost-effective, and environmentally sound methods for Biosolids management services.

Proposals will be evaluated on these and other criteria. **Section 8** discusses proposal evaluation. Biosolids management services refer to the removal, transportation, and reuse or disposal of Biosolids. See **Section 7** for an elaboration of the scope of work.

This RFP is anticipated to result in the award of multiple contracts for JWPCP, and one contract each for VWRP, LWRP and PWRP. The Districts will prefer to award both the PWRP contract and LWRP contract to a single contractor because of the likelihood that operational changes at both facilities will consolidate the work under both contracts to a single location. See Section 7 for details. All contracts will commence ***no later than June 1, 2023***. Any earlier date of commencement will be the Commencement Date for that contract. (“Commencement Date”), for an initial duration of three years.

Only Proposers meeting the minimum qualifications of this RFP will be considered. The minimum qualifications are detailed in **Section 6**.

Mandatory Site Visit Meetings will be held at each wastewater facility.

3.0 MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT MEETINGS

The Districts will hold a virtual pre-proposal conference via Zoom on **February 16, 2023, at 9:00 a.m.** The meeting I.D. number is **835 6175 3560**. The Districts' will record the meeting; Contractor consents to recording by their attendance.

Each Proposer shall attend the Mandatory Site Visit Meetings for each contract on which it seeks to make a proposal. These meetings will take place at the dates, times, and locations shown in **Table 3-1**. At each location, the meeting will start promptly at the designated time and is anticipated to last approximately 1 hour. Proposers must allow ample time prior to a meeting to locate the facility, park and sign-in at the facility office.

Table 3-1: Site Visit Meeting Locations, Dates and Times

Location	Address	Date & Time
JWPCP	24501 South Figueroa Street, Carson, CA 90745	Feb 21 at 10:00 a.m.
VWRP	28185 The Old Road, Valencia, CA 91355	Feb 22 at 10:00 a.m.
PWRP	39300 30th Street East, Palmdale, CA 93550	Feb 23 at 10:00 a.m.
LWRP	1865 West Avenue D, Lancaster, CA 93534	Feb 23 at 1:00 p.m.

By submitting a proposal for these services, the Proposer certifies its acceptance of all site conditions apparent from inspection or disclosed during the meeting.

4.0 COMPANY INFORMATION AND STATEMENTS

Proposals shall include the following information. See **Section 6** for minimum qualifications and additional submittal requirements.

- Company name, address, name of principals, and name, phone number and email address of contact person, and Facility address and phone number.
- Signed statement that the proposal will remain valid for no less than six months from the submission deadline date.
- Cover letter signed by a principal of the company which accepts all terms and conditions of this RFP and offers to perform the work defined herein. Address this letter to Robert Ferrante, Chief Engineer and General Manager of the Districts.

- Three client references for whom Proposer has provided Biosolids reuse and/or disposal services for a minimum of six months. References provided under **Section 6.2** and **6.4** may count toward meeting this requirement. A minimum of three references must be provided for the Proposer. Districts employees shall not be used as references.
- Subcontractor company name(s), address, name of principals, contact information, and work scope. (See **Sections 6.0** regarding subcontracting.)
- Company's current Experience Modification Rating (E-Mod factor), for Proposer and all Subcontractors.
- Full disclosure of information regarding the company's financial condition and, if applicable, the financial condition of the corporation willing to guarantee the Proposer's obligations under this RFP. The required disclosure shall include a copy of the most recent comprehensive annual financial report.

5.0 COST PROPOSAL AND ADJUSTMENTS

Proposals must include a cost proposal with all costs in dollars per wet ton (\$/WT) using the Cost Proposal Form. Cost proposals must include a non-fuel component and a transportation fuel component. Any minimum cost per load must be clearly stated. Proposers may elect to bid on one wastewater facility, more than one, or all four. There is no obligation to propose services for all four facilities.

To account for the volatility of retail fuel prices, the transportation fuel component of the Base Cost may be subject to a Fuel Price Adjustment (FPA) in accordance with this RFP. The round-trip miles included in the FPA calculation must be provided on the Proposal Form.

The non-fuel component of the Base Costs must be inclusive of all Biosolids management services, including but not limited to all labor, equipment, materials, fuel (exclusive of the FPA), taxes, fees, licenses and insurance to legally perform the work required. The Base Cost shall be fixed and remain valid for the first year.

5.1 Alternative and Future Processes

The purpose of this RFP is to solicit qualified contractors to manage Class B Biosolids from four wastewater treatment plants over the next three years at a minimum. The Districts are aware new biosolids management technologies are being developed. New management process capabilities are also being added to existing facilities.

Facilities offering alternative biosolids management technologies are invited to respond to this RFP.

Facilities offering several alternative biosolids management processes or with planned biosolids management processing capabilities in development may propose to include more than one process and multiple cost proposals are acceptable in this case.

5.2 Gate Rate

The purpose of this RFP is to solicit qualified contractors for combined biosolids management services, including transport and management. For respondents who may occasionally receive biosolids from a Districts facility delivered by a Districts provided hauler, a gate rate cost (excluding hauling) may be included in the cost proposal.

6.0 MINIMUM QUALIFICATIONS

Minimum qualifications for Proposers are listed below with descriptions of the required qualification submittals. Contractors must provide all required information in their proposals, including information for their Subcontractors. The Districts may reject as non-responsive any Proposals that do not contain all required qualification information.

6.1 Readiness to Start

Proposer must be ready to provide Biosolids management services on a continuous and uninterrupted basis on the Commencement Date. For this RFP, the Contractor must demonstrate that their facility is ready, i.e., fully functional, to accept biosolids by the commencement date. Proposers with a facility ready to commence on the commencement date *and* a second biosolids management process in development are considered ready to start.

6.2 Project Experience

Proposer shall have at least six months of successful experience managing Class A or B Biosolids with at least 50 WTPD for a public agency or municipality in the United States or Canada. This requirement applies to the company principal, project manager, or facility manager. The six months of experience must be within the past 10 years and may be cumulative but not simultaneous (i.e., two concurrent jobs in one year do not qualify as two years).

6.3 Facility Capacity and Permits

Proposer shall have a fully permitted Facility for use on this project, with adequate capacity to receive, process, reuse¹ and/or dispose of at least 50 WTPD of Class B Biosolids, and with at least six months of successful, continuous operation² prior to the Proposal Due Date.

Upon request during the proposal evaluation period, the Proposer shall grant access to Districts' representatives during normal business hours for Facility inspections and viewing and copying of operational records.

Submit with proposal the following documents:

¹ "Reuse" in this RFP refers to Biosolids management methods that beneficially use, recover or recycle its nutrients and/or energy value; does not include landfill disposal.

² "Successful, continuous operation" means accepting Biosolids without interruption, 365 days per year, with up to 15 days per year allowed for suspension or diversion, either planned or unplanned.

- (a) Signed statement that the Facility has sufficient available capacity to accommodate at least 50 WTPD of Biosolids from the Districts. The statement shall give the permitted, current operational, and available throughputs.
- (b) Description of the Biosolids management method and Facility. Include site map, process descriptions, diagrams that detail all major components, material and energy inputs, products, byproducts, wastes, and their use or final disposition. Also describe proposed backup management option, if applicable under **Sections 7.4, 7.5, and 7.6**.
- (c) Current and valid copies of the following permits, as applicable
 - Solid Waste Facility Permit, or operating permit from the local or state jurisdiction
 - National Pollution Discharge Eliminating System (NPDES) Permit
 - Waste Discharge Requirements (WDR)
 - Air Permit
 - Conditional Use Permit
 - Other permits that impact facility operations and throughput
- (d) Copy of the most recent EPA Part 503 annual report (PDF copy on CD is acceptable).
- (e) Disclosure of any enforcement action within the past 36 months from a regulatory or permitting agency, including copies of any Notice of Violations and an explanation of the issue and status of resolution.

6.4 Hauling Experience and Capacity

Proposer shall have a minimum of six months of successful experience hauling Biosolids or manure and shall demonstrate adequate capacity to haul at least 50 WTPD. Proposer may use Subcontractors to meet the 50 WTPD capacity requirement; however, each Subcontractor must meet the six months experience criterion. All trucks used for this project must comply with latest applicable regulations.

Hauling with alternative fuel vehicles (AFV) is encouraged but not required. AFVs include but are not limited to compressed natural gas (CNG), liquefied natural gas (LNG), biodiesel, electric hybrid, or full electric trucks. Proposer is responsible for all costs associated with the acquisition, phase-in, operation and maintenance of AFVs.

The Districts value diversity among haulers to enhance reliability and flexibility. Proposals including multiple hauling contractors or using a company that does not currently haul Districts' Biosolids, will receive consideration for increasing hauler diversity. If multiple haulers are listed, information must be submitted for each hauling Subcontractor.

Submit:

- (a) Description of Biosolids hauling projects with at least one client reference, including agency or company name, contact person, telephone number, and email address. Districts employees shall not be used as references.

- (b) Existing fleet information including tractor make, model year, and fuel type if not diesel; also trailer make, type and capacity.

7.0 SCOPE OF WORK

7.1 Contractor Responsibilities

Responsibilities of the Contractor include, but are not limited to:

- A. Ensure timely, reliable, and safe removal of Biosolids from JWPCP, VWRP, PWRP, or LWRP, as scheduled by Districts' staff, with capability to work seven days per week, 365 days per year.
- B. Provide all labor, equipment, materials, tools, supplies, and coordination necessary to perform Biosolids management services in accordance with this RFP and the contract to be awarded.
- C. Cooperate with the Districts in safely performing the work, including adhering to directions from Districts' staff, complying with Districts' rules and procedures, respecting, and cooperating with other contractors, and protecting Districts' facilities and assets.
- D. Manage, direct, and oversee the Facility/Facilities that further treat, process, apply, use, handle, store, or dispose of Biosolids, including site development, permitting, construction, operation, and maintenance.
- E. Comply with all laws, rules, and regulations applicable to hauling of Biosolids, Contractor site operations, and Biosolids reuse or disposal, including reporting and notification requirements.
- F. Submit monthly reports to the Districts within 30 days after the end of each month which include a record of all Biosolids received (date, net tons, origin), certification that all operations were performed in compliance of applicable laws, and description and status of regulatory enforcement action, if any. Provide any other documentation as may be required by the Districts within 10 days.
- G. Final marketing, use, transportation/conveyance, and/or disposal of the Biosolids, compost, energy, byproducts, or wastes.

Failure to perform any of the above responsibilities may result in the withholding of all or a portion of monies otherwise due to the Contractor until full compliance is achieved.

7.2 Biosolids Description

All of the Districts' Biosolids are municipal wastewater solids or sewage sludge treated through anaerobic digestion and dewatering. Districts' facilities produce Biosolids that meet Class B pathogen and vector attraction reduction requirements pursuant to 40 CFR Part 503, with pollutant levels below Tables 1 and 3 of Part 503.13. In addition, all Districts' Biosolids are non-hazardous, as determined pursuant to the Waste Extraction Test (WET) and Total Threshold Limit Concentration requirements of CCR Title 22, Division 4.5, Chapter 11, Article 3.

Analytical results for Biosolids, including percent total solids, nutrient content, and concentrations of metals and other regulated constituents are provided for JWPCP VWRP, PWRP, and LWRP in **Attachment 5**. Site specific details are discussed below.

7.3 JWPCP Description and Tasks

The JWPCP is a 400 MGD wastewater treatment facility, currently processing about 250 MGD. It receives solids from six other water reclamation plants as part of a regional system known as the "Joint Outfall System." JWPCP generates about 430,000 wet tons of Biosolids annually at 27-29% solids content by weight. Solids treatment includes anaerobic digestion, screening (5 mm), polymer addition, and dewatering by scroll centrifuges.

For this solicitation, the JWPCP tonnage offered is approximately 285,000 WTPY. Annual allocations for JWPCP contracts will range from nominally 25,000 to 100,000 WTPY. If a Contractor or Subcontractor owns and/or operates multiple Facilities, the maximum annual allocations will be limited to 100,000 WTPY per Facility.

District No. 2 reserves the right to allocate Biosolids according to its own discretion, including but not limited to 1) accommodate plant process changes, 2) increase program diversity, 3) develop a new reuse technology, 4) promote competition, 5) achieve environmental or regulatory goals, or 6) reduce cost.

JWPCP is open 24 hours a day and has three solids loading stations. Typically, one or two stations operate at a time. Trucks and trailers may not be taller than 11 feet or wider than 13 feet to clear the loading stations. JWPCP staff may inspect any truck before it enters the loading stations for the first time. Trucks may not be backed into the stations. Polymer may be used in trailers only after approval by District No. 2, and only if it is in a form that does not escape or spill to surroundings or contaminate the Biosolids. Dry polymer is not allowed.

JWPCP personnel will operate the loading station once trucks are in place, but the Districts will not provide any other labor. The Contractor's drivers are responsible for cleaning any spills, tarping loaded trailers within designated areas, and inspecting truck exteriors prior to leaving JWPCP to prevent the track-out of Biosolids. Biosolids trailers must be tarped and cleaned before entering public roads.

Contractors can expect loading at JWPCP to take up to one hour; however, during occasional periods of low solids inventory, loading may take greater than four hours. The Contractor will not be eligible for additional compensation for any costs associated with wait times for loading of vehicles. *The loading of trucks for Inland Empire Regional Composting Facility (IERCF) and Tulare Lake Compost (TLC) have priority over the trucks for Contractors under this RFP.*

JWPCP loading stations have non-Certified weigh scales. All trucks must be weighed when empty upon entering and again when fully loaded. The Contractor's drivers shall provide JWPCP personnel with a printed, multi-copy ticket which clearly identifies the Contractor, destination, date/time, and truck/trailer number. JWPCP personnel will write the gross and tare vehicle weights on the tickets and retain a copy. These weights will be used to determine the net load for recordkeeping and billing. Contractors may use their own facility scales for billing if given prior approval by District No. 2. The Contractor shall submit

invoices to the Districts on a monthly basis, with the date and net weight of each load, within 30 days after the end of each month.

Facility address and contact information is as follows:

Joint Water Pollution Control Plant
24501 South Figueroa Street
Carson, CA 90745
Plant Contact: Gustavo Caro, Operations Superintendent, (310) 830-2400, ext. 5213

7.4 VWRP Description and Tasks

The VWRP operates along with the Saugus Water Reclamation Plant as a regional system in the Santa Clarita Valley with all solids processed at VWRP. VWRP is a 21.6 MGD facility currently treating 14 MGD of wastewater and producing approximately 27,000 WTPY of dewatered Biosolids at about 19% solids content.

One award is anticipated, and it is expected the incumbent will transport and manage the entire annual production of biosolids from the VWRP: approximately 27,000 wet tons.

Biosolids removal from VWRP is required at a rate of three to five truckloads daily, Monday through Friday. Open hours are from 7:00 a.m. until 2:00 p.m. The Contractor shall coordinate directly with the plant supervisor regarding the actual hauling schedule. The truck loading station door opening is 18'-9" wide and 14' high. The truck loading station features a non-Certified weigh scale. Loading is estimated to take approximately 30 minutes per truck. The Contractor will not be eligible for additional compensation for vehicle loading wait times. The Contractor shall submit invoices to the Districts on a monthly basis, with the date and net weight of each load, within 30 days after the end of each month.

Like JWPCP, solids treatment at VWRP consists of anaerobic digestion and dewatering, except that VWRP dewateres with plate and frame filter presses, and there is no additional screening of contaminants after the plant inlet bar screens, which have openings of ½". As such, VWRP Biosolids may contain small amounts of debris.

VWRP personnel will operate the loading station once trucks are in place, but the Districts will not provide any other labor. The Contractor's drivers are responsible for cleaning any spills, tarping loaded trailers, and inspecting truck exteriors prior to leaving to prevent the track-out of Biosolids. Biosolids trailers must be tarped and cleaned before entering public roads.

Any Proposer for VWRP that proposes reuse through direct land application must provide a backup management option in the event of plant upsets that result in sub-Class B Biosolids. The backup option must further treat the Biosolids to meet 40 CFR Part 503 requirements or provide for disposal. The backup option must be described in the information submitted for **Section 6.3**, and the cost in \$/WT must be indicated on the Cost Proposal Form.

Facility address and contact information is as follows:

Valencia Water Reclamation Plant
28185 The Old Road
Valencia, CA 91355
Plant Contact: Juan Huerta and Kevin Canning, Operations Supervisors, (661) 257-2549

7.5 PWRP Description and Tasks

The PWRP has the capacity to treat 12.0 MGD, with actual flows currently about 9 MGD. It produces approximately 10,000 WTPY of Biosolids at 60-70% solids content.

One award is anticipated, and it is expected the incumbent will transport and manage the entire annual production of biosolids from the PWRP: approximately 10,000 wet tons. It is possible the production of biosolids from PWRP could decrease substantially or stop within the performance period of the contract. The operation may change such that some or all PWRP biosolids are transported by Districts staff to LWRP. In that case incumbent PWRP contractor would be responsible for any loading, transporting, and managing any biosolids at the PWRP site, while the incumbent LWRP contractor would be responsible for loading, transporting, and managing any biosolids at the LWRP site.

Sludge is treated by anaerobic digesters and dewatered with scroll centrifuges. Unlike JWPCP or Valencia, there are no storage silos or truck loading stations. Instead, PWRP stores its Biosolids or dewatered "cake" in a nearby solar drying bed to further decrease moisture. The PWRP drying beds are located two miles from the plant on 40th Street near Avenue "O". Similar to VWRP, there is no additional screening of contaminants after the plant inlet headworks; therefore, PWRP biosolids may contain small amounts of debris.

The transportation of Biosolids from PWRP is seasonal (typically six to nine months out of the year, avoiding the wet season) and will occur only upon the request of the Plant Operations Supervisor. The Contractor shall respond and begin Biosolids removal within seven calendar days of being notified by the Operations Supervisor. Once mobilized, removal shall continue until all drying beds are empty; however, the Operations Supervisor may direct the Contractor to stop at any time. Open hours are from 7:00 a.m. until 3:00 p.m.

The Contractor shall provide a front-end loader for use at PWRP as well as trained loader operators. The loader may be shared with LWRP if the Contractor is awarded both contracts and has the means to transport it as needed. All weights will be determined at the Contractor's Facility. There are no truck scales at PWRP. The Contractor shall submit invoices to the Districts on a monthly basis, with the date and net weight of each load, within 30 days after the end of each month.

PWRP will not provide any labor for the loading and removal of Biosolids. The Contractor's drivers are responsible for cleaning any spills, tarping loaded trailers, and inspecting truck exteriors prior to leaving to prevent the track-out of Biosolids. Biosolids trailers must be tarped and cleaned before entering public roads.

PWRP may implement drying projects in the future to reduce Biosolids moisture. This would reduce the overall tonnage available.

Any Proposer for PWRP that proposes reuse through direct land application must provide a backup management option in the event of plant upsets that result in sub-Class B Biosolids. The backup option must further treat the Biosolids to meet 40 CFR Part 503 requirements or provide for disposal. The backup option must be described in the information submitted for **Section 6.3**, and the cost in \$/WT must be indicated on the Cost Proposal Form.

Facility address and contact information is as follows:

Palmdale Water Reclamation Plant
39300 30th Street East, Palmdale, CA 93550
Plant Contact: Jeanine Gonzalez, Operations Supervisor, (661) 947-6053

7.6 LWRP Description and Tasks

The Lancaster Water Reclamation Plant (LAWRP) has the capacity to treat 18.0 MGD, with actual flows currently about 15 MGD. It produces approximately 14,000 WTPY of Biosolids at 60-70% solids content. Like VWRP, there is no additional screening of contaminants after the plant inlet headworks; therefore, LAWRP biosolids may contain small amounts of debris.

One award is anticipated, and it is expected the incumbent will transport and manage the entire annual production of biosolids from the LWRP: approximately 14,000 wet tons. This would result from the importation of up to about 10,000 tons per year of biosolids to LWRP from another wastewater facility. The biosolids would be spread and air dried, possibly also limiting biosolids loadout to the warmer months of the year. In the event this project proceeds the incumbent LWRP contractor would be responsible for loading, transporting, and managing any biosolids at the LWRP site.

Sludge is treated by anaerobic digesters, followed by dewatering with scroll centrifuges and solar drying beds. Unlike JWPCP or Valencia, there are no storage silos or truck loading stations. Like PWRP, LWRP stores its Biosolids or dewatered "cake" in a solar drying bed. The LWRP drying beds are located onsite.

The transportation of Biosolids from LWRP will occur at the request of the plant supervisor. The Contractor shall respond and begin Biosolids removal within seven calendar days of being notified by the Operations Supervisor. Once mobilized, removal shall continue until all drying beds are empty; however, the Operations Supervisor may direct the Contractor to stop at any time. Open hours are from 7:00 a.m. until 3:00 p.m.

The Contractor shall provide a front-end loader for use at LWRP as well as trained loader operators. The loader may be shared with PWRP if the Contractor is awarded both contracts and has the means to transport it as needed. All weights will be determined at the Contractor's Facility. There are no truck scales at LWRP. The Contractor shall submit invoices to the Districts on a monthly basis, with the date and net weight of each load, within 30 days after the end of each month.

LWRP will not provide any labor for the loading and removal of Biosolids. The Contractor's drivers are responsible for cleaning any spills, tarping loaded trailers, and inspecting truck exteriors prior to leaving

to prevent the track-out of Biosolids. Biosolids trailers must be tarped and cleaned before entering public roads.

Any Proposer for LWRP that proposes reuse through direct land application must provide a backup management option in the event of plant upsets that result in sub-Class B Biosolids. The backup option must further treat the Biosolids to meet 40 CFR Part 503 requirements or provide for disposal. The backup option must be described in the information submitted for **Section 6.3**, and the cost in \$/WT must be indicated on the Cost Proposal Form.

Facility address and contact information is as follows:

Lancaster Water Reclamation Plant
 1865 West Avenue D, Lancaster, CA 93534
 Plant Contact: Alfonso Vasquez, Operations Supervisor, (661) 942-5757

8.0 PROPOSAL EVALUATION

The Districts may reject proposals that are incomplete or unresponsive. The Districts will evaluate all responsive proposals based on the evaluation criteria set forth in this section. Proposals will be ranked according to which best meet project objectives and serve the Districts’ interests. Proposers that are ranked highly may be interviewed, and the interview may be a part of the evaluation.

8.1 Evaluation Criteria

Proposal evaluation criteria will include the following, not necessarily in listed order:

BIOSOLIDS MANAGEMENT SERVICES RFP 2023, Proposals Evaluation				
Minimum Qualifications				
	Criteria	Pass/Fail	Description	Pass / Fail Criteria
1	Completeness	P/F	- Is Proposal complete and responsive? - Does Proposal contain all items on Checklist (Attach. 1), incl. a pre-bid virtual meeting and jobwalk certificate for each facility they bid on?	PASS = Proposal is complete and contains all required information; proposal is responsive and acceptable for evaluation. FAIL = Proposal is non-responsive and thus rejected.
2	Readiness to Start	P/F	- Must be ready to start services by Commencement Date (6/1/23, may be sooner for Desert Plants). (See Sec. 6.1).	PASS = Proposal includes signed statement - ready by 6/1/23. FAIL = No clear statement of when ready to start.
3	Experience	P/F	- Both the Contractor (facility/project mgr/principal) and Hauler must have at least six months of experience. (Sec. 6.2, 6.4).	PASS = Meets qualification requirements of six months of biosolids experience. Both Contractor and Hauler must meet req.

				FAIL = Does not have at least six months of biosolids experience.
4	Facility & Hauler Capacities	P/F	<ul style="list-style-type: none"> - Facility must be permitted and have 50 wtpd of available capacity. - Hauler must have capacity for at least 50 wtpd. 	<p>PASS = Proposal includes signed statement with permit/ current/ available throughputs; 50 WTPD available. Hauler fleet info included.</p> <p>FAIL = No statement of facility capacity or Hauler fleet info.</p>
Scoring Guide				
	Criteria	% of Total	Description / Questions to Keep in Mind	Scoring Guidance
5	Safety and Compliance	15	<ul style="list-style-type: none"> - Score higher for good safety record or E-mod rating. - Score higher for good/clean compliance records. - Score lower for poor safety record or E-mod rating. - Score lower for poor compliance records. - Both biosolids management sites and haulers will be considered. 	<p>8-10 = Excellent safety history, E-mod rating, and compliance history.</p> <p>5-7 = Acceptable safety history, E-mod rating, and compliance history. Possible lack of information on safety, E-mod, or compliance history.</p> <p>2-4 = Questionable track record and performance. Some concerns about safety, E-mod rating, or compliance. Possible lack of information on safety, E-mod, or compliance history.</p> <p>0-1 = Poor performance. No confidence; not recommended.</p>
6	Reliability	15	<ul style="list-style-type: none"> - Positive track record with LACSD and reviews by other agencies (from references, see question form). - Score higher for good track record, reliability, stability, and problem free performance. - Score lower for marginal or poor reliability and performance. 	<p>8-10 = Excellent track record with LACSD and/or others, good/normal safety rating.</p> <p>5-7 = Acceptable performance and safety rating. Any past issues resolved satisfactorily.</p> <p>2-4 = Questionable track record and performance. Some concerns about capability, reliability.</p> <p>0-1 = Poor performance. No confidence; not recommended.</p>
7	Long Term Viability and Environmentally Sound Practice	10	<ul style="list-style-type: none"> - Environmentally sound practices include beneficial reuse, sustainable methods - Score higher for proposals involving reuse and effective or 	<p>9-10 = Contractor practices are sustainable, innovative and effective; good stewardship of resources.</p> <p>3-8 = Practices are accepted,</p>

			<p>innovative capture and use of nutrients and/or energy</p> <ul style="list-style-type: none"> - Score higher for management methods <i>not</i> constituting landfill disposal per SB 1383. - Score lower for facilities that may reduce throughput or discontinue management options during the initial contract term. 	<p>sound practices for beneficial reuse. Facility may reduce throughput or narrow management options during the initial contract term.</p> <p>0-2 = Practices/processes/facilities are clearly harmful to the environment. Likely reduction of throughput during the initial contract term.</p>
8	Diversity (Location, Technology, organization, Hauler)	15	<ul style="list-style-type: none"> - Increases diversity to program (geography, tech/method, hauling, organization) - Score higher if facility is in a different direction/locale than current contracts, or if closer. - Score higher if technology is new or different than current. (Must be proven/operational for six months). - Score higher if hauler proposed is different than current contractors. (Must have req'd experience). - Score higher if organization is new or different than current. 	<p>10 = Proposal uniquely increases diversity to the program.</p> <p>7-9 = Proposal contributes to diversity in multiple ways.</p> <p>4-6 = Proposal contributes to diversity in at least one way.</p> <p>0-3 = Does not help diversify in any way.</p>
9	Low Cost	45	<ul style="list-style-type: none"> - Rank proposers by combined base rate <u>for each facility</u>. - Rank proposers by gate rate <u>for each facility</u>, if provided. - See Pricing summary table. - Use same score for equivalent price proposals. 	<p>10 = Combined and/or gate rates are in the lowest third of proposals.</p> <p>7-9 = Combined and/or gate rates are in the middle third of proposals.</p> <p>0-6 = Combined and/or gate rates are in the highest third of proposals.</p>



Holloway Environmental Solutions, LLC.

2019 Westwind Dr., Suite B
Bakersfield CA 93301

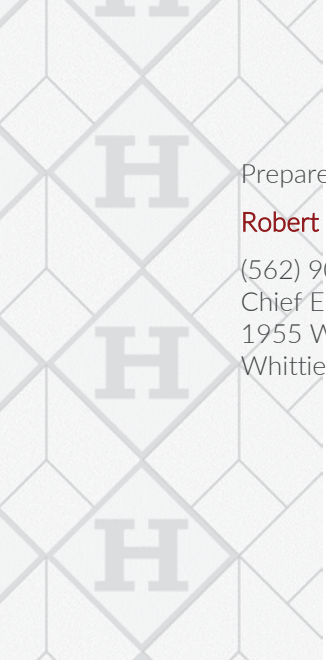
HollowayEnvironmental.com



Biosolids Management Services 2023

Los Angeles County Sanitation District
Biosolids transport and disposal
RFP No. 04026

March 14, 2023



Prepared for:

Robert Ferrante

(562) 908-4288 ext. 1400 office
Chief Engineer and General Manager
1955 Workman Mill Road
Whittier, CA. 90601-1400

Proposal Due

3/15/2023

bids.lacsd.org

Proposal valid until:

10/16/2023

Certified Original

Signature:

Dan Allen, Chief Operating Officer

Print name:

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Introduction

3/14/2023

Robert C. Ferrante
General Manager
1955 Workman Mill Rd.
Whittier, CA. 90601

Re: **Biosolids Management Services 2023. (RFP No. 04026)**

Dear Mr. Ferrante:

Holloway Environmental Solutions LLC, (Holloway) an affiliate company of Holloway Environmental LLC, (HE) is pleased to submit this proposal to provide for the hauling and disposal of biosolids referenced in RFP No. 04026.

Holloway and its affiliate companies have been in the landfill/reclamation business for 28 years. In 1995, Holloway began operating as a disposal/reclamation site under a Surface Mine and Reclamation Act (SMARA) exemption to the Solid Waste Facility Permit (SWFP) disposing of non-hazardous waste material in the depleted open mine pits left over from gypsum mining operations. 2009 Holloway received a SWFP converting 331 acres of the aforementioned pits into landfill disposal areas. Holloway is approved to receive a regulatory maximum capacity of 2,000 tons per day of its approved waste streams. The Holloway Facility is permitted to operate 7 days a week 365 day a year, Holloway is proud to maintain year-round access to our facilities no matter the weather conditions.

Holloway beneficial reuse projects:

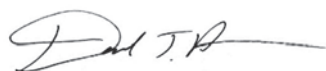
Compost Project: The Holloway compost operation will accept biosolids from various wastewater treatment plants from across the state, shredded wood waste from cities and local farms, and organic waste from other local farms and industries. The organic waste will include poultry agricultural waste (including droppings and processing waste), and food waste. This project will meet the State of California's goal in complying with the California's Mandatory Commercial Recycling Law, approved by the Office of Administrative Law on May 7, 2012 under Assembly Bill (AB) 341, which directs CalRecycle to increase statewide diversion of solid waste to 75 percent by 2020, AB 1826, which requires public agencies and businesses that generate designated quantities of food, poultry, biosolids and green waste to segregate and arrange for appropriate processing (e.g., composting) of such discarded food materials to further reduce landfilling of such organic materials. The Composting Facility is scheduled to be operational in late 2023.

Hauling: Holloway has been in the hauling business for four years, currently we have 16 trucks and 21 trailers in our transportation fleet, prior to acquiring our own fleet, Holloway used/uses a variety of third-party contractors to assist in the transportation of materials to our landfill. See attached sheet of hauling contractors Holloway will use on these projects and their capabilities.

Holloway's capabilities and experience offer superior service and competitive pricing to your agency. Furthermore, we can provide transportation and disposal services immediately upon receipt of a Notice to Proceed. Holloway is excited for the opportunity to work with your agency.

Sincerely

Dan Allen
Chief Operating Officer
Holloway Environmental



COST SUMMARY

Cost Proposal is included separately at the end of this document per LA County Purchasing



Statements



01 STATEMENT OF PROPOSAL VALIDITY

This proposal shall remain valid for a period of one hundred and eighty days from the submission deadline date.

02 STATEMENT OF READINESS TO START

Holloway Environmental Solutions LLC. can begin on a continuous and uninterrupted basis on the commencement date.

03 STATEMENT OF CAPACITY

The Lost Hills Environmental facility is permitted to accept 2,000 WTPD, as of January 1, 2023, the current inflow of material to our facility averages 1,300 WTPD of consolidated waste materials, it is capable of receiving an additional 50 WTPD of biosolids from the district.

Dan Allen
Chief Operating Officer
Holloway Environmental



Section 1

INTRODUCTION & REFERENCES



Introduction

HOLLOWAY:

Holloway's open pit gypsum mine, located at Lost Hills, California, has existed for ninety (90) years, our corporate office is located at 2019 Westwind Drive Suite B, Bakersfield, California 93301 and currently has 90 employees. The mining/disposal facilities are located at 14045 Holloway Road, Lost Hills, California, 93249. As of September 20, 2019, approximately 22,913,000 tons of processed gypsum ore for agricultural use has been removed from the mine's open pits, creating several large depressions or natural receptacles between forty-five (45) and fifty-five (55) feet deep, each comprising a combined area of 331 acres.

Landfill: The Holloway Landfill is owned and operated by Lost Hills Environmental LLC an affiliate company of Holloway Environmental Solutions LLC ("Holloway"), which is a Class III Non-hazardous Industrial Waste Landfill facility. The existing Holloway Landfill operates under an approved Conditional Use Permit (CUP) 9, Map 28, a Waste Discharge Requirements (WDRs) Order No. 97-078, and a Solid Waste Facility Permit (SWIS 15-AA-0308-010-A) issued by the Lead Enforcement Agency (LEA) (Kern County Environmental Health Services Division), which allows for a Class III non-hazardous waste landfill to be located within the depleted surface mine or pits within the identified landfill facility. The backfilling of the first pits created from mining gypsum began in 1995 with the limited disposal of inert waste streams. The Landfill currently conducts disposal activities on two (2) contiguous "pit areas" known as Pits G and Pit F, by backfilling them with alternating equal lifts or a blend of approved imported non-hazardous waste streams and native soils, for a maximum daily landfilled material rate of 2,000 tons/day. This operation is presently a non-classified disposal site for a limited number of approved non-hazardous industrial waste streams. The facility is not open to the public.

Due to Holloway's extensive mining operations, more than 5 million cubic yard of native over-burden soil has been strategically stockpiled around all depleted mine pits for the potential use in existing and future landfill operations as daily cover and closure/post-closure requirements. This is a quantity of cover material abundance not commonly found with most landfills. The depleted pits are essentially very fine disposal receptacles that were prepared by the gypsum mining operations. Subsequent site characterization studies completed for each pit area indicated a composition for the pit floors and walls that consists of 25 to 60 consecutive feet calcite-flocculated or cemented, very low permeability clays and clay-rich silt.

The SWFP footprint and its surrounding area have a total vertical section of 125 to 350 feet of such geology, making these approved disposal pits essentially natural clay vaults. Because of the dynamics of past mining activity, another +700 acres of open pit area exist for future permitted landfill operations, a figure that is continually increasing along with the stockpiled overburden soil.

Compost: The compost operation (when fully permitted) will be set up in phases. The estimated tonnage of biosolids for each phase is shown in the chart below:

Phase	Area (acres)	Tons/Year	Trucks/Day
1	18	60,000	9 to 12
2	30	100,000	15to 18
3	68	160,000	21 to 25
Total	116	320,000	45 to 55

Phase 1 of the project will be built out first. Under ideal regulatory and economic conditions, the second phase is anticipated being completed approximately 2 years after the first phase, and Phase 3 approximately 5 years after Phase 2. The infrastructure for each phase is anticipated to take 90 to 120 days to complete and become operational once all permits have been obtained.

At maximum capacity, the facility could accept approximately 320,000 tons per year of biosolids, and an equal amount in volume of wood waste from local farmers. The materials would be delivered to the site by truck and trailer. It is expected that approximately 45 to 55, 25-yard trucks a day would be needed to deliver biosolids, food waste, and wood waste to the site at full operation.

Holloway compost area is intended to operate on the extended aerated static pile (eASP) composting system. The composting process is intended to take place on one of 240 composting sites in the facility. Each composting site would be equipped with a pair of 1.5 horsepower blower motors powered by a small array of solar cells with a backup battery supply, as described in the above referenced report. The blower would be connected to a manifold that leads to three, four-inch perforated pipes that will run down the center of each compost pile. These pipes would be covered with approximately one foot of wood waste. The goal is to create an aeration zone beneath the active compost pile that allows for uniform airflow up through the active compost material.

Raw materials will be trucked to the site and dumped in a mixing area just in front of the composting sites. It is expected that a 50/50 mixture by volume of wood waste and biosolids/food waste would be mixed with a Scarab style window turner. The mixture would then be moved to the composting area via a front-end loader.

On top of the aeration zone, the 50/50 mixture would be placed into cells approximately 70 feet long and 22.5 feet wide with a height of between five to nine feet containing approximately 318 cubic yards. It is assumed that the biosolids/food waste and wood waste would have sufficient moisture to begin the composting process, and additional moisture would not need to be added during the mixing process.

After the pile has been mixed and formed, the pile will be covered with a biofilter layer of cured compost. This layer will serve to reduce the VOC emissions from the compost pile. The layer will be put in place by the front-end loader that formed the pile, assisted by an additional loader with a rake attachment to spread the cured compost over the top of the pile. After the pile has been covered, a sprinkler system will be placed along the top of the pile to maintain the moisture in the top layer.

Each eASP will then be allowed to compost for four weeks (28 days). The piles will be aerated by the blower motors for two minutes out of every 20, and the sprinklers run approximately every four hours.

Water will be piped into the site from off-site wells / surface water and stored in tanks. During the composting process, a temperature probe will be used to take measurements daily to ensure minimum temperature standards are maintained per Section 17868.3 of Title 14 of the California Code of Regulations. In order to meet these requirements, a temperature of 131 degrees Fahrenheit must be maintained in the compost pile for a period of three days.

After the initial 28 days of composting, the piles will then be scooped up and flipped into a new pile just north of composting site to cure. To reduce the chances of contamination of the composted pile, a separate front-end loader designated to move only cured compost will be used for this operation. The pile will then be left to cure for an additional 28 days. Each pile will then be tested for pathogens prior to being moved to the finished compost stockpile, and either used as cover for a new eASP pile or shipped off site via trucks. It is expected that 50 to 70 25-yard truck loads per day of finished material would be removed from the site.

It is expected that the operation would generate a small amount of wastewater. It is intended that this water, along with any rainfall, be retained on site. For this purpose, all surface drainage will be diverted to a sump area north and west of the compost facility. The total composting area is expected to be approximately 78 acres when fully developed.

Company Principals

Dennis French, Chairman

Brian Maxted, CEO

Dan Allen, COO

(661) 797-2320

Primary Contact

Dan Allen, COO

2019 Westwind Dr. Bakersfield, CA 93301

661-437-4196 (office)

661-758-6071 (fax)

dan.allen@hmholloway.com

Holloway Environmental Solutions, LLC.

2019 Westwind Dr., Suite B

Bakersfield CA 93301

HollowayEnvironmental.com

Lost Hills Environmental Waste Facility

2019 Westwind Dr., Suite B

Bakersfield CA 93301

HollowayEnvironmental.com

Equipment Specification: All equipment used to perform the task of delivering waste materials will be compatible with all clearance specifications. Holloway Logistics owns and has in operation belt drive trailers making it extremely feasible to provide specification clearance both recycling and composting facilities with no difficulty.



Equipment Maintenance: Holloway Logistics LLC (HL) maintains all equipment in good operating condition. HL is solely responsible for the condition of its equipment. The agency may inspect all equipment provided by HL and may reject any equipment found to be in an unsatisfactory condition. HL will not clean or service its equipment (except for minor emergency repairs) on company site. Loaded trucks, properly licensed operators, fuel, insurance, and all associated labor, equipment, and appurtenances are the sole responsibility of HL and their cost is included in the price per wet ton. HL will incur all costs associated with traffic violations incurred as a result of transporting operations for the duration of the Contract.

The transportation yard includes an onsite maintenance shop staffed and stocked with inventory and spares that are necessary for the repairs and maintenance of all equipment. This capacity ensures proper maintenance and high availability of equipment. It also allows HL to minimize downtime and respond quickly when downtime does occur.

Licensing: All equipment utilized in connection with this contract will be fully licensed by all applicable agencies to operate on the highways, streets, and roads of the State of California and any other states as applicable. It is HL's responsibility to ensure all applicable licenses are current. HL shall be fully responsible for proper licensing and training of its driver.

Spill & Emergency Response: HL has an extensive spill and emergency response plan in place. The spill and response plan include biosolids characteristics which will also work with GW, spill response procedures that include initial and immediate notification procedures, and clean-up activities. The spill and emergency response plan provide valuable information concerning the driver, transportation supervisor and environmental manager responsibilities as well as follow-up notification and report procedures. Contact names and numbers are also included within the plan.

Scope: HL will be the primary hauler for this project, HL will provide all trucks, trailers, and equipment required for this job. Third party hauler may be engaged as needed; HL will notify the agency when third party haulers are to be used.

Contact Information:

Dan Allen

Holloway Environmental Solutions

Email: dan.allen@hmholloway.com

Phone: (661)758-6484

Cell: (661)667-1056

Holloway Headquarters

2019 Westwind Dr., Suite B
Bakersfield CA 93301

Lost Hills Environmental Waste Facility

2019 Westwind Dr., Suite B
Bakersfield CA 93301



Logistics

Holloway Logistics LLC. (HL) an affiliate company of Holloway Environmental Solutions LLC. was established in 2017 and provides transport of Holloway products to include agricultural gypsum and waste materials to our waste facility. HL has provided its sister company Holloway Environmental Solutions with biosolids hauling services from LACSD Carson, LACSD Valencia, Cities of Fresno, Wasco, Oxnard, California City, Moulton Nigel Water District, Orange County Sanitation District and Thousand Oaks. HL Available equipment: (all equipment available for immediate use on this project)

- 23 Belt trailers
- 14 - 3 Axle Tractors (for transport)

GSA Trucking LLC. (GSA) This is a women owned trucking company. GSA has knowledge in construction, agricultural, and biosolids hauling. This company has been in business for 6 years and you hauled biosolids for 5 years. GSA has contracted with Holloway Environmental Services to transport biosolids from LACSD Carson, LACSD Valencia, the cities of Dinuba, Chowchilla, Bass Lake, Oakhurst, and Los Osos. GSA Available equipment: (all equipment available for immediate use on this project)

- 35 Belt trailers
- 27 - 3 Axle Tractors (for transport)
- 2- 621e Loaders with Tink buckets

Transport Commodities Inc. (TCI) is a second-generation transport business established in 1978 as a full-service logistics program and to date has over 100 accounts operating in multiple industries, covering a full spectrum of transport modes. TCI operates as a Green shop certified environment, meaning the company has invested the time and energy into developing environmentally safe and friendly practices and procedures that help the environment flourish. One such investment was in a fleet of CNG technology transport trucks for their fleet. TCI currently is under contract with LACSD for biosolids hauling from their Carson facility.

TCI Available equipment: (all equipment available for immediate use on this project)

- Belt trailers, (TCI certifies that they have a enough to exceed the required need for this project)
- CNG, 3 - Axle Tractors, (TCI certifies that they have enough to exceed the required need for this project)

Cruz & Sons LLC. (C&S), this hauling company has been in business since 2016 and has experience transporting biosolids for Holloway Environmental Services for the following facilities, LACSD Carson, LACSD Valencia, cities of Thousand Oaks, Oxnard, Visalia, and Orange County Sanitation District.

C&S Available equipment: (all equipment available for immediate use on this project)

- 17 Belt trailers
- 12 - 3 Axle Tractors (for transport)

References

James Harman | City of Fresno

559-621-5195 • James.Harman@fresno.gov

5607 W Jensen Ave,

Fresno, Ca 93706

Description: Hauling and Disposal of Biosolids - Ongoing

Roberto Fuentes | City of Oxnard

805-797-7267 • roberto.fuentes@oxnard.org

6001 Perkins Rd,

Oxnard, CA93033

Description: Hauling and Disposal of Biosolids - Ongoing

Eric Milligan | Moulton Nigel Water District

949-371-1606 • Emilligan@mnwd.com

26801 Camino Capistrano,

Mission Viejo, CA 92691

Description: Hauling and Disposal of Biosolids – Ongoing



Section 2

UNDERSTANDING



Understanding

Holloway is pleased to offer our proposal to provide loading, transporting and disposal of biosolids from the facilities listed in RFP No. 04026

Holloway will provide employees, equipment, and proper permitting to load, transport and dispose of biosolids from the locations listed in RFP No. 04026. Ensure timely, reliable, and safe removal of Biosolids from the facilities, as scheduled by County staff, with capability to work seven days per week, 365 days per year.

The scope includes providing all labor, equipment, materials, tools, supplies, and coordination necessary to perform Biosolids management services in accordance with the contract to be awarded. Cooperate with the District in safely performing the work, including adhering to directions from center staff, complying with rules and procedures, respecting, and cooperating with other contractors, and protecting District facilities and assets.

Manage, direct, and oversee the Facility/Facilities that further treat, process, apply, use, handle, store, or dispose of Biosolids, including site development, permitting, construction, operation, and maintenance. Comply with all laws, rules, and regulations applicable to hauling of biosolids, Contractor site operations, and future biosolids reuse or disposal, including reporting and notification requirements.

Holloway has sufficient available capacity and can easily accommodate at least 50 WTPD of biosolids from the District. Currently the landfill facility is permitted for 2,000 tons per day and when it comes on-line the compost facility will have 1,000 tons per day capacity. The current average daily through put of the landfill is 1,257 tons per day.

CORPORATE INFORMATION

Bank of Record: Tri Counties Bank

Negative History within the last 5 years: None

Dun and Bradstreet Number: 00-796-9588

DIR# PW-LR-1000369167





Section 3

TECHNICAL REQUIREMENTS



Description of Process (Landfill)

Trucks deliver imported waste streams to designated areas within each approved pit, based on (1) the type of material, and (2) the sources of the material. Standard delivery areas for class A & B biosolids waste are commonly 70- by 30-foot areas located on the top of the pit, and generally offset from the actual final disposal area. Unloading of solid wastes is confined to as small an area as possible to accommodate the number of vehicles using the area without resulting in traffic, personnel, or safety hazards. A landfill Operations Safety Plan for Heterogeneous Wastes has also been developed by Holloway to provide for worker safety and protection measures when handling the permitted waste streams. Personal Protection Equipment (PPE) used by Holloway employees, contractors, and subcontractors will be worn/used in accordance with guidelines established in Holloway Injury and Illness Prevention Plan.

Per the current WDRs, truckloads of approved waste streams are dumped onto the top of the designated areas within the approved receiving pits. The pits designated for biosolids have been separated from the rest of the receptacles with an earthen berm. Each waste pit has a dedicated ingress and egress plan that prevents the potential track out of waste and cross contamination from the biosolids receptacle. The waste streams are spread into compacted layers or lifts of six inches to two feet thick, immediately overlain by an equivalent compacted thickness of blended on-site soils, fly ash, and other approved cover materials (an approximate 1:1 ratio by volume). As an alternative method, Holloway also has the option to pre-blend the approved waste streams with soil (at a volumetric ration of 1:1) into a homogeneous mixture, prior to deposition. All waste stream blending, spreading and initial compaction is accomplished by D-6 bulldozers. Very fine grained or textured materials such as fly ash is deposited in discrete short windrows on the pit's floor for processing.

When necessary, such windrows are immediately sprayed with water and blended with native soil, which creates a protective outer crust that will minimize wind erosion and reduce the chances of air pollution. All waste streams will be buried within 24 hours of delivery. Note that except during periods of inclement weather, which prevents equipment from operating due to wet and muddy conditions, current regulations require that imported waste streams must be processed and buried within 24 to 72 hours of delivery to the Landfill.





Section 4

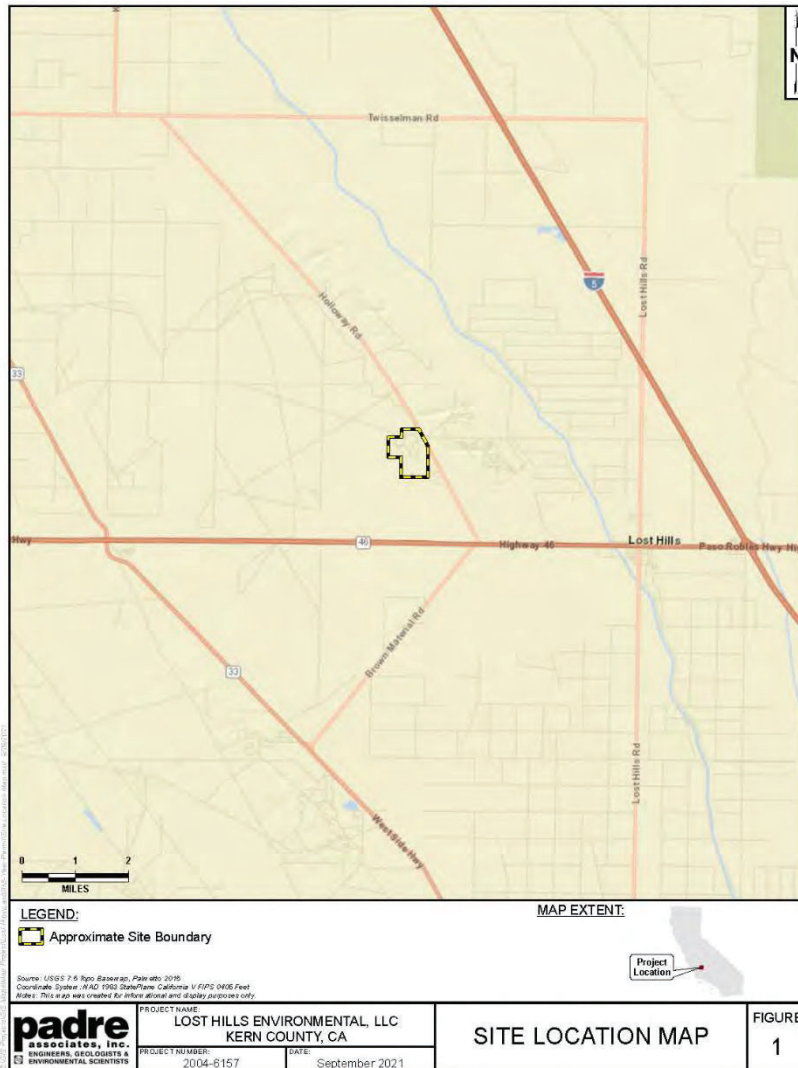
GENERAL CHARACTERISTICS



General Characteristics

Site Location

The Holloway Landfill is adjacent to or nearby land uses that include row-crop farming, a biosolids/ green waste composting operation, an inactive County-operated sanitary Landfill, oilfields, and two State Highways (S.R. 46, S.R. 33) and Interstate 5. The inactive Lost Hills County Landfill is located immediately south of the Holloway Landfill. The community of Lost Hills is approximately 4.3 miles southeast of the Holloway Landfill.



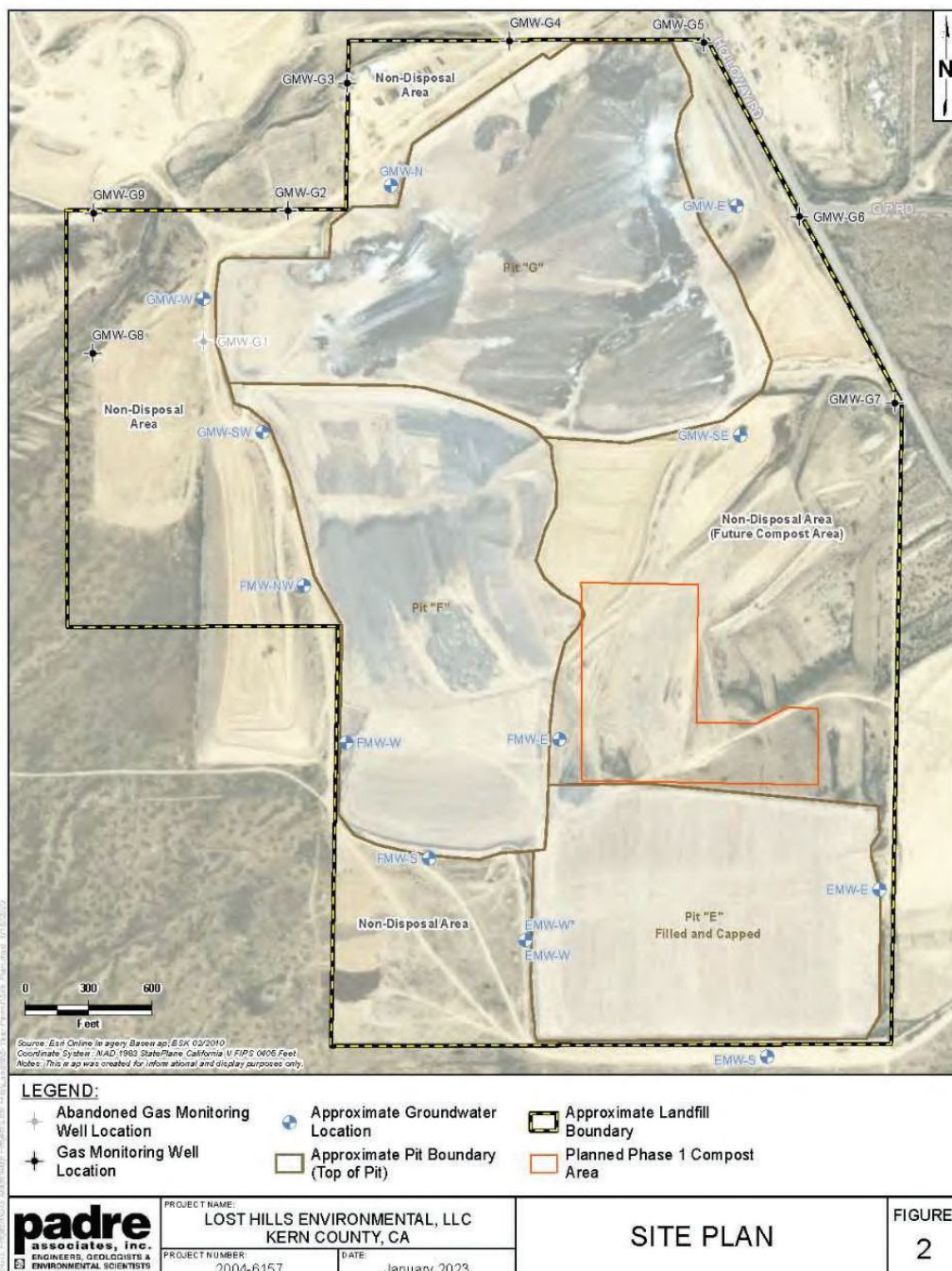
Hydrology Site Layout

Except for the several shallow, very thin water-bearing sand stringers or perched zones that represent the first-water zones in the Landfill area, the thick Recent alluvial section consists predominately of silty or



clayey sands, clayey silts, and silty, lean and fat clays that are very hard, dense, and generally desiccated. The permeability or hydraulic conductivity for these portions of the section are low. The shallow water-bearing zones vary from a few inches to approximately two or three feet in thickness, and generally consist of medium to very, very fine grain sands that ranged from very clean to silty or clayey. No oil-bearing zones were observed in the Landfill area, at the prescribed depths of investigation. Given the unique geologic and hydrologic conditions that exist in the Landfill area, the Landfill facility will not adversely affect water quality. According to the Regional Water Quality Control Board, this unique geologic and setting, exhibiting extremely low permeability, makes the site suitable for waste discharge operations (RWQCB2002)

Landfill Site Layout





Section 5

HOURS OF OPERATION & CAPACITY

Hours of Operation

Landfill operating hours for disposal operations are 6:00 am to 4:00 pm, Monday through Sunday seven days a week 365 days per/year, however we can accept loads after hours upon special agreement.

Landfill Summary

Pits	Waste Streams	Approximate Size/Average Depth	Approximate Projected Capacity (Cubic Yards)
Pit F	Treated auto shredder waste, lime cake & other inert, non-hazardous waste	45-50 feet	20 acres, ±3,029,179 CY remaining capacity
Pit G	Class A & B biosolids, fly ash, and other non-hazardous, organic waste	45-50 feet	71 acres, ±3,683,323 CY remaining capacity
Pit H	In process		
Total Remaining Capacity:			6,715,2502 CY

Operating Capacity During Inclement Weather

During inclement weather, when heavy equipment use may be limited, delivered materials will be temporarily deposited in marshaling areas within the pit floor and covered with soil daily, until they can be properly spread and buried in their designated depositional areas. Additionally, dewatered Class A and B biosolids will either be processed and discharged to the Pit G disposal area by the end of the day or covered with 6 inches of soil cover in the event of inclement weather conditions. No back-up facility will be required – Holloway will continue to accept materials during all inclement weather.



Section 6

OPERATING CHARACTERISTICS



Operating Characteristics

Landfill Equipment Summary	
Quantity	Make/Model
1	Caterpillar D8 Dozer
3	Caterpillar D6 Dozers
1	4,000 Gallon Water Truck
1	Haul Truck
1	Excavator

Personnel Requirements

Holloway has eight (8) Heavy Equipment Operators, three (3) scale operators and one (1) supervisor assigned to landfill operations.



Comparison with Existing Practice

Holloway is fully permitted to receive biosolids from Publicly Operated Treatment Work (POTWs) at our site in Lost Hills, CA, and has been operating for several years. The Holloway site has all required permits from the local and State agencies needed for the receipt of biosolids including Air District, Water Boards, Solid Waste, and Conditional Use Permit. The biosolids are handled properly in accordance with the permit and all applicable environmental regulations to minimize the impact to the surrounding environment. Holloway has a leachate collection system, and landfill gas control system in place and operation in accordance with the permits. In contrast to other methods of bio-solids disposal or handling, the Holloway Landfill provided the highest level of environment protection for this material. As an example, land application of biosolids does not require any of the permits listed above due to the use in mainly agricultural fields, where the use of the biosolids is mostly unregulated. In that case the biosolids are allowed to vent emissions to the atmosphere, shed runoff onto the adjacent land, and are exposes pathogens and vectors such as E. coli and flies. Therefore, the potential for impacts to the environment are likely greater for a land application site versus the Holloway site.

Contingency Plan/Nuisance Mitigation Plan

Due to the potential for health and safety exposures, odor generation, and vectors, additional consideration is being provided for this waste stream. Delivery vehicles are rinsed off at the vehicle rinsing facility, after their loads are discharged, prior to returning to Holloway Road. Off-road disposal equipment that must leave the dewatered Class A and B biosolids disposal area for maintenance and repairs shall also be rinsed off at this facility, prior to leaving the disposal site to access the repair facilities at the headquarters complex located across Holloway Road. A worker changing facility will also be provided. Additionally, dewatered Class A and B biosolids will either be processed and discharged to the Pit G disposal area by the end of the day or covered with 6 inches of soil cover in the event of inclement weather conditions. If inclement weather conditions are such that the operations need to be suspended, then an area of stock-piled soil will be set aside and covered with a tarp(s) and used for such an occasion.

Emergency Call Out

Holloway Environmental Solutions will provide 24 Hour Emergency call out services.

Primary Contact Person: Manuel Avalos, Environmental Superintendent 661-431-2286 (cell)

Secondary Contact Person: Jeremy Bowman, Vice President – Operations 661-246-8653 (cell)





Section 7

INSTITUTIONAL FACTORS & INFRASTRUCTURE



Institutional Factors & Infrastructure

Permitting

All permits listed below are available in their entirety upon request. The Lost Hills Environmental Waste Facility operates a class III landfill governed by the following permits:

1. LEA – Kern County Environmental Health, Solid Waste Facility Permit, SWIS No. 15-AA-0308, issued 12/20/2021
2. Kern County Planning & Natural Resources Department, Conditional Use Permit (CUP) No.9, Map 28, amended 8/26/2021
3. San Joaquin Valley Air Pollution Control District (SJVAPCD), Permit to Operate, No. S-7754 1-1, issued 7/15/2020
4. Central Valley Regional Water Quality Control Board - Waste Discharge Requirements, No. R5-2010-0123, issued 12/30/2010 (revisions currently in-process)

Restrictions

Holloway is limited to accepting 2,000 tons per day (tpd) of and 90 truck trips per day (ttpd) of waste to the landfill, in addition, the waste streams identified below can be taken all together as part of the 2,000 tpd. The waste streams taken for disposal will depend on market forces.

Permitted Waste Materials:

- Dewatered Class A, B and sub-class B biosolids
- Treated Auto shredder waste
- Cogeneration Ash (fly ash)
- Spent sandblast media
- Lime filter cake
- Drill cuttings
- Granulated silica
- Compost-derived waste
- Wastewater grit
- Poultry waste (non-manure)
- Digestates
- Industrial sand-based waste
- Shredded PVC pipe
- Dead animals
- Non-friable asbestos
- Wastewater sloughing
- Slag

Enforcement Actions

During the Covid-19 pandemic the landfill operated under an emergency waiver issued by the LEA to increase the daily tonnage intake by 500 tons per day. The SJVAPCD did not recognize the emergency waiver and issued a Notice of Violation for exceeding the 2,000 tpd limit, the issue has been resolved.

Utilities

The Holloway landfill has full utilities at the maintenance and office facilities located 13850 Holloway Road adjacent to the landfill "pit" area. Aside from portable lighting to accommodate dumping at night, Holloway does not require utilities within the landfill site. There are however solar power collection units used to operate the Leachate recovery and monitoring system. Holloway will not have to extend or construct utilities to accommodate the additional biosolids load addressed in this RFP. Additionally, Holloway has two certified truck scales on site.

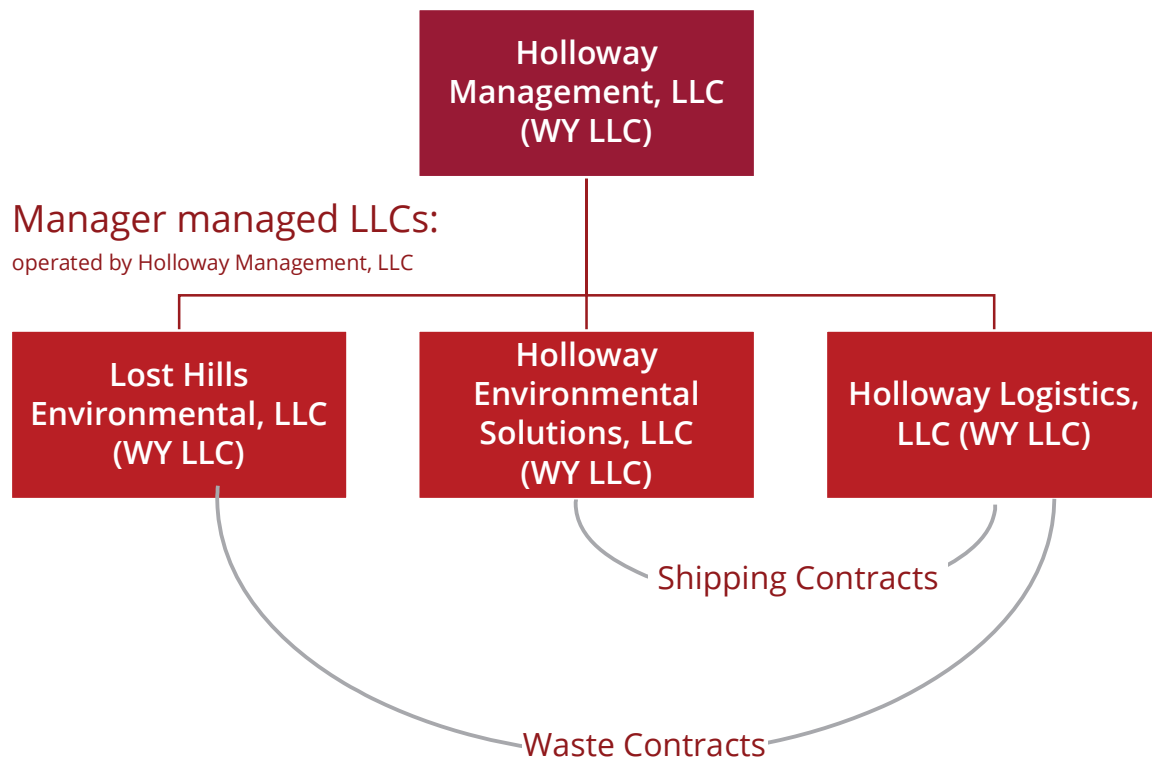


Section 8

OWNERSHIP



Holloway Environmental Structure Chart



OUR TEAM



Brian E. Maxted
Chief Executive Officer

Brian has an extensive background in the legal, corporate, and financial fields. He was previously employed by EIG Global Energy Partners, an international private equity group that focuses on energy and energy infrastructure related investments. Previously, Brian was also an attorney with Watt, Tieder, Hoffar, and Fitzgerald, LLP. Mr. Maxted holds a B.A. from the University of Virginia and a J.D. from the College of William and Mary School of Law.



Dan Allen
Chief Operating Officer

Dan has 32 years of experience in Federal and Local government. Mr. Allen currently oversees regulatory reporting to Federal, State and Local Agencies, future planning, and project development. He has an in-depth knowledge of governmental procedures, policy formation, budgeting, finance, and administration, having served as the City Manager for the City of Wasco and the Director of Public Works for the City of Wasco and the City of California City. He also served 22 years of active and reserve duty in the U.S. Navy. Dan received his B.S. and a master's degree in public administration from the University of Phoenix.



Laura Willoughby
Senior Vice President, Finance

Laura graduated from Fresno State as an accounting major and is a certified CPA. Laura comes to Holloway from Kern Federal Credit Union where she was the Finance/Back Office Manager for 4 years. Prior to that, she was a partner for 24 years at Fisher, Keathley & Ross, LLP Public Accounting Firm and before that she was a staff accountant for Price Waterhouse. In her role at Holloway, Laura oversees the accounting department and provides financial information for the executive management team.

PROJECT TIMELINE

A look back at some of the contracts awarded over the past three years:

- 2021
- **Extension of LACSD Carson**
Biosolids Hauling & Removal
See pg. 14 References or Attachment C
 - **Extension of LACSD Valencia**
Biosolids Hauling & Removal
See pg. 14 References or Attachment C
 - **Extension of Temescal Valley Water District**
Biosolids Hauling & Removal, Est.\$85,000 Annually
Paul Bishop, (951) 316-2034
 - **Tesoro Viejo Master Mutual Water Company**
Biosolids Hauling & Removal, Est. \$25,000 Annually
Gary Valladao, (323) 374-6878 x 74378
-
- 2020
- **Gunner Ranch WWTP**
Biosolids Hauling & Removal, Est. \$23,000 Annually
Carrina Butler, (805) 441-5448
-
- 2019
- **City of Orange Cove WWTP**
Biosolids Hauling & Removal, Est. \$25,000 Annually
Joe Estrada, (559) 305-6370
 - **Moulton Nigel Water District**
Biosolids Hauling & Removal
See pg. 14 References or Attachment C
 - **Encina Wastewater Authority**
Biosolids Hauling & Removal, Est. \$99,000 Annually
American Process Group , Bryan Carrol, (503) 990-3935
 - **City of Fresno WWTP**
Biosolids Hauling & Removal
See pg. 14 References or Attachment C



Section 9

ATTACHMENTS



US DOT 2600146
CA 126158



Attachment #1
LACSD RFP Required Forms



NON-COLLUSION DECLARATION FORM
(Public Contract Code §7106)

I, Daniel J. Allen, declare, as follows:

I am the Chief Operating Officer of Holloway Environmental Services LLC, the party making the attached proposal.

I know of my own personal knowledge and declare under penalty of perjury, that the attached proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone will refrain from bidding; that the proposer has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal price or any breakdown of the proposal price, or the contents of his proposal, or divulged information or data relative to its proposal, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent of any such corporation, partnership, company, association, organization, or proposal depository to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

3/09/2023

Date

Kern County

Location


Signature of Contractor

SUBMIT THIS FORM WITH PROPOSAL.



REFERENCE LIST

Reference No. 1

Company Name: City of Fresno
 Contact person: James Harman Title: Chief Operator
 Telephone No.: 559-621-5195 Email: James.Harman@fresno.gov
 Job Description: Haul and disposes of municipal biosolids

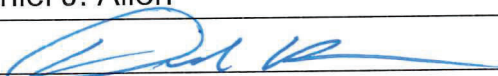
Reference No. 2

Company Name: City of Oxnard
 Contact person: Roberto Fuentes Title: Chief Operator
 Telephone No.: 805-797-7267 Email: roberto.fuentes@oxnard.org
 Job Description: Haul and dispose of municipal biosolids

Reference No. 3

Company Name: Moulton Nigel Water District
 Contact person: Eric Milligan Title: Chief Operator
 Telephone No.: 949-371-1606 Email: Emilligan@mnwd.com
 Job Description: Haul and dispose of municipal biosolids

SUBMITTED BY:

Company Holloway Environmental Services LLC
 Name Daniel J. Allen
 Signature  Date: 3/14/2023

Districts employees shall not be used as references

SUBMIT THIS FORM WITH PROPOSAL



**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

VENDOR REGISTRATION FORM

1955 Workman Mill Road
Whitter, California 90601
(562) 908-4288 Ext. 1400 FAX (562) 699-8665

VENDOR CODE _____ DIVISION/ADDR CODE _____ (For Districts' Use Only)

COMPANY NAME Holloway Environmental Solutions LLC
ADDRESS 2019 Westwind Dr. Suite B
CITY Bakersfield STATE CA ZIP 93301 - _____

REMIT TO: Holloway Environmental Solutions LLC
REMITTANCE ADDRESS PO. Box 2284 SAME AS ABOVE
CITY Bakersfield STATE CA ZIP _____ - _____
TELEPHONE (661) 661-437-4195 REP/CONTACT Laura Willoughby
AR CONTACT & EMAIL lauraw@hmholloway.com REP EMAIL lauraw@hmholloway.com

CHECK TYPE OF OWNERSHIP

- INDIVIDUAL/SOLE PROPRIETOR C CORPORATION PARTNERSHIP OTHER 68.00
 LIMITED LIABILITY COMPANY _____ S CORPORATION TRUST/ESTATE

* ATTACH CURRENT W-9 TAX FORM TO THIS REGISTRATION FORM

IF YOU ARE A CONTRACTOR, PLEASE INDICATE YOUR LICENSE NO. BELOW:

CONTRACTOR'S LICENSE NO.: _____ DIR REGISTRATION NO.: PW-LR-1000369167

BUSINESS CLASSIFICATION

- MBE SBE DBE N/A
 WBE DVBE OTHER: 48.00

BUSINESS CLASSIFICATION CERTIFICATION*:

WHERE: _____ EXPIRATION DATE _____

* ATTACH PROOF OF CERTIFICATION(S) TO THIS REGISTRATION FORM

CHECK YOUR TYPE OF BUSINESS:

- CONTRACTOR FACTORY REP
 MANUFACTURER DISTRIBUTOR SMALL BUSINESS *

HOW LONG IN BUSINESS: 28 YRS 1 MOS NUMBERS OF EMPLOYEES 11

PROVIDE ANY OTHER PERTINENT INFORMATION TO FURTHER DESCRIBE YOUR COMPANY, ORGANIZATION, OPERATIONS, OR PRODUCTS (Additional sheets, with applicant or company name at top, may be attached).

Holloway as a company with 4 separate entities has 92 employees. these companies include but not limited to farming operations, mining, logistics, farm management
All companies listed are subsidiary companies of the Holloway Management Group. Overall Holloway as a company has been in business for 90 years, Holloway Environmental
Services was formed in February 2017 and has continued to serve LACSD and other municipal agencies for over 6 years.

COMPLETED BY: Daniel J. Allen  DATE: 3/09/2023

Please submit this completed form and W-9 tax form to purchasing@lacsod.org.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Holloway Environmental Solutions, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <u>P</u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 2284	Requester's name and address (optional)
6 City, state, and ZIP code Bakersfield, CA 93303-2284	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
8 2 - 0 8 6 0 0 1 7	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ► <u>3/9/2023</u>
------------------	----------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CONTRACTOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION

Labor Code Section 3700, in relevant part, provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees,...

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers’ Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days’ notice of cancellation.

Name: Daniel J. Allen

Title: Chief Operating Officer

Signature: 

Date: 3/09/2023

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

SUBMIT THIS FORM WITH PROPOSAL.



CONTRACTOR AND SUBCONTRACTOR

CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Public Contract Code Section 1725.5, if the Project is a public works project in excess of \$25,000 or a maintenance project in excess of \$15,000, a contractor or subcontractor must be registered with the Department of Industrial Relations (DIR) in order to offer on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I Daniel J. Allen, Chief Operating Officer
(Name) (Title)

certify that

Holloway Environmental Solutions LLC is currently registered as a contractor with the DIR:

Contractor's DIR Registration Number: PW-LR-1000369167

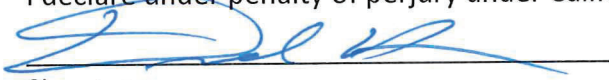
Expiration date June 30, 20 25

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its proposal documents the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at the time of opening and maintain registered status for the duration of the project. (Applicable to proposal phase)
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the opening. (As applicable to proposal phase)
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.


Signature

3-9-23
Date

SUBMIT THIS FORM WITH PROPOSAL.



**LIST OF PROPOSED SUBCONTRACTORS
(Non Public Work)**

The prime bidder/proposer shall list below, the type of work of each subcontractor will perform or service rendered to the prime bidder/proposer in the performance of the scope of work

Subcontractor No. 1

Company Name: GSA Trucking LLC
Contact person: Erica Marin Title: Managing Member
Telephone No.: 661-331-7945 Email: gsatrucks@gmail.com
Job Description: General Trucking, loader operation

Subcontractor No. 2

Company Name: Cruz & Sons
Contact person: Leo Cruz Title: President
Telephone No.: 661-201-0603 Email: _____
Job Description: General Trucking

Subcontractor No. 3

Company Name: TCI
Contact person: Ron Hacker Title: Regional Operations Manager
Telephone No.: 909-684-6103 Email: HackerR@tci-leasing.com
Job Description: General Trucking

Please feel free to add additional pages if necessary.

SUBMIT THIS FORM WITH PROPOSAL.



OUTREACH PROGRAM

Firm/Organization Information (for General Contractor, Subcontractors and Suppliers)

INSTRUCTIONS: The Contractor must return this form for itself, for each of its subcontractors listed in the proposal and for each supplier supplying goods and/or services in excess of one-half of 1 percent of the amount. The information requested below is for statistical purposes only. Forms are due prior to the first progress payment. The Districts may withhold the progress payment if the forms are not received on time.

NAME OF FIRM: GSA Trucking LLC

Role on this project, Check One: General Contractor Subcontractor Supplier

TYPE OF BUSINESS STRUCTURE: Corporation
(Corporation, Partnership, Sole Proprietorship, etc.)

DOLLAR VALUE OF WORK ON THIS PROJECT \$ _____

How did you learn of this project? Check One:
Plan Room Assistance Organization Internet General/Subcontractor

Newspaper _____ Other _____
(Name of Newspaper)

**CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERANS,
AND SMALL BUSINESS ENTERPRISES**

Is the firm currently certified as a minority, women-owned, disadvantaged, disabled veterans, or small business enterprise by one (1) or more of the certifying agencies listed below? YES NO

If **YES**, complete the following and attach a copy of your notice of certification.

Agency	M	W	D	DV	S	Expiration Date
California Department of Transportation (Caltrans)						
City of Los Angeles, Department of Public Works						
California Public Utilities Commission						
County of Los Angeles, Department of Consumer and Business Affairs						
Los Angeles County Metropolitan Transportation Authority (MTA)						

LEGEND: M= Minority; W=Women; D=Disadvantaged; DV=Disabled Veterans; S=Small



Erica Marin
GSA Trucking LLC
PO 452
Wasco, CA 93280

December 12, 2022
File #:50654

Subject: Disadvantaged Business Enterprise (DBE) Certification Approval

Dear Marin:

We are pleased to advise you that after careful review of your application and supporting documentation, the **City of Fresno** has determined that your firm meets eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulations 49 CFR Part 26. This certification is also recognized by all USDOT agencies of California.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS Codes form the Application Package:

NAICS 484110: GENERAL FREIGHT TRUCKING, LOCAL

NAICS 484220: AGRICULTURAL PRODUCTS TRUCKING, LOCAL

Your DBE certification applies only for the above code(s). You may review your firm's information in the California Unified Certification Program's (CUCP) DBE database which can be accessed at the CUCP website at <https://californiaucp.dbesystem.com/>. Any additions and revisions must be submitted to Caltrans for review and approval.

In order to assure continuing DBE status, you must submit an Annual Update Declaration form, along with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Also, should any changes occur that could affect your certification status prior to receipt of the Annual Update Declaration, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify us immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

The City of Fresno reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Fresno.


For information on the City of Fresno's contracting opportunities, please visit our website <https://pbsystem.planetbids.com/portal/14769/portal-home>.

Congratulations, and thank you for your interest in the DBE Program. I wish you every business success and look forward to hearing from you if I may be of any assistance to you in this regard.

Sincerely,

A handwritten signature in black ink, appearing to read "Olustee Smith". The signature is fluid and cursive, with the first name "Olustee" and the last name "Smith" clearly distinguishable.

Olustee Smith
DBE Small Business Coordinator



Attachment #2
Financial Information

Balance Sheet

As of December 31, 2022

	Dec 31, 22
ASSETS	
Current Assets	
Checking/Savings	
1003 · Valley Republic Bank	265,047.77
Total Checking/Savings	265,047.77
Accounts Receivable	
1200 · Accounts Receivable	2,088,985.47
Total Accounts Receivable	2,088,985.47
Total Current Assets	2,354,033.24
Fixed Assets	
1600 · Property, Plant and Equipment	
1601 · Transportation Equipment	88,199.00
1607 · Machinery & Equipment	455,610.92
Total 1600 · Property, Plant and Equipment	543,809.92
1799 · Accumulated Depreciation	-251,953.69
Total Fixed Assets	291,856.23
Other Assets	
1900 · Construction in Progress	
1900.01 · Compost Facility	281,883.00
Total 1900 · Construction in Progress	281,883.00
Total Other Assets	281,883.00
TOTAL ASSETS	2,927,772.47
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	2,701,212.52
Total Accounts Payable	2,701,212.52
Other Current Liabilities	
2050 · Accrued Expenses	7,060.80
2400 · Due to Parent Company	
2401 · Due to H.M. Holloway, Inc.	-815,538.70
2405 · Due to LHM LLC	-5,934,590.99
2410 · Due to HAS LLC	-1,059,719.22
2415 · Due to HFM, LLC	-1,613,042.60
2430 · Due to MGMT LLC	-789,800.70
2435 · Due to LHE LLC	3,899,830.54
2440 · Due to HL LLC	-878,379.54
2400 · Due to Parent Company - Other	4,541.40
Total 2400 · Due to Parent Company	-7,186,699.81
Total Other Current Liabilities	-7,179,639.01
Total Current Liabilities	-4,478,426.49
Long Term Liabilities	
2500 · Long Term Debt	
2501 · NP-2019 GMC SIERRA K1500 (7998)	24,762.88
2502 · NP-CAT FINANCIAL D6T LGP #164	105,341.20
Total 2500 · Long Term Debt	130,104.08
Total Long Term Liabilities	130,104.08
Total Liabilities	-4,348,322.41

9:28 AM

Holloway Environmental Solutions, LLC

03/09/23

Balance Sheet

Accrual Basis

As of December 31, 2022

	<u>Dec 31, 22</u>
Equity	
3200 · Retained Earnings	6,082,258.21
Net Income	<u>1,193,836.67</u>
Total Equity	<u>7,276,094.88</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,927,772.47</u></u>

Holloway Environmental Solutions, LLC

Profit & Loss

03/09/23

January through December 2022

Accrual Basis

	Jan - Dec 22
Ordinary Income/Expense	
Income	
4000 · Biosolids Sales	11,073,954.42
4100 · Fly Ash	1,335,680.94
4200 · Fuel Surcharge	589,173.13
4201 · Other income	181,308.26
4400 · Waste Disposal	12,897.96
4600 · Auto Shredder Waster	2,994,555.50
4800 · Hauling	326,743.65
4900 · Rental Income	7,420.00
Total Income	16,521,733.86
Cost of Goods Sold	
5000 · Cost of Goods Sold	6,139,835.18
Total COGS	6,139,835.18
Gross Profit	10,381,898.68
Expense	
6000 · Field Operations	
6004 · Cost of Hauling	7,241,524.55
6009 · Fuel Surcharge	158,785.13
6030 · Shop and Yard Supplies	1,590.40
Total 6000 · Field Operations	7,401,900.08
7000 · General And Administrative Exp	
7003 · Automobile Expense	29,103.05
7004 · Advertising	839.18
7020 · Depreciation	79,328.27
7022 · Donations and Contributions	2,500.00
7024 · Dues and Subscriptions	7,232.36
7028 · License and Permits	4,370.93
7032 · Meals and Entertainment	3,217.68
7034 · Office Supplies	10,803.75
7038 · Professional Fees	
7038.03 · Consulting Fees	1,100.00
7038 · Professional Fees - Other	17,489.09
Total 7038 · Professional Fees	18,589.09
7050 · Salaries and Wages	
7050.01 · Salaries and Wages	189,208.74
7050.02 · Health and Life	20,093.68
7050.03 · Payroll Taxes	14,474.52
Total 7050 · Salaries and Wages	223,776.94
7052 · Telephone	963.06
7054 · Travel	8,818.85
Total 7000 · General And Administrative Exp	389,543.16
Total Expense	7,791,443.24
Net Ordinary Income	2,590,455.44
Other Income/Expense	
Other Expense	
8200 · Management Fee	1,375,806.16
8500 · Interest Expense	7,222.61

9:27 AM

Holloway Environmental Solutions, LLC

03/09/23

Profit & Loss

Accrual Basis

January through December 2022

	<u>Jan - Dec 22</u>
9999 · Income Tax	
9999.02 · State Taxes	13,590.00
Total 9999 · Income Tax	<u>13,590.00</u>
Total Other Expense	<u>1,396,618.77</u>
Net Other Income	<u>-1,396,618.77</u>
Net Income	<u><u>1,193,836.67</u></u>

H. M. Holloway, Inc

Address: 2019 Westwind Dr Ste B
Bakersfield, CA 93301-3030
United States

Phone: 661-758-6484

Website: hmholloway.com

Experian BIN: 423308925

Agent: Dan Allen

Agent Address: 2019 Westwind Drive Suite B
Bakersfield, CA

Family Linkage:

Ultimate Parent H. M. Holloway, Inc
2019 Westwind Dr Ste B
Bakersfield, CA

Branches / Alternative Locations

H. M. Holloway, Inc
2019 Westwind Dr Ste B
Bakersfield, CA United States

H. M. Holloway, Inc
2019 Westwind Dr
Bakersfield, CA United States

H. M. Holloway, Inc
704 E Yosemite Ave
Manteca, CA United States

H. M. Holloway, Inc
137 F St
Wasco, CA United States

H. M. Holloway, Inc
714 6th St
Wasco, CA United States

H. M. Holloway, Inc
1910 Thomes Ave
Cheyenne, WY United States

Key Personnel: President: Brian Maxted
President: Vard Terry
Manager: Joseph Diehl

SIC Code: 0139-Field Crops, Except Cash
Grains, Not Elsewhere
Classified
1490-Misc Nonmetallic Minerals
1081-Metal Mining Services

NAICS Code: 111998-All Other Miscellaneous Crop
Farming
212390-Other Nonmetallic Mineral
Mining And Quarrying
213114-Support Activities For Metal
Mining

Business Type: Corporation

Experian File Established: January 1977

Experian Years on File: 46 Years

Years in Business: 91 Years

Total Employees: 8

Sales: \$2,552,000

Filing Data Provided by: California

Date of Incorporation: 07/10/1944

Experian Business Credit Score

90
Business
Credit Score



The objective of the Experian Business Credit Score is to predict payment behavior. High Risk means that there is a significant probability of delinquent payment. Low Risk means that there is a good probability of on-time payment.

Key Score Factors:

- Number of good commercial accounts.
- Pct of new commercial accts to total nbr of accts.
- Number of commercial accounts with high utilization.
- Nbr of leasing accts as pct of total nbr of accts.

Business Credit Scores range from a low of 1 to high of 100 with this company receiving a score of 90. Higher scores indicate lower risk. This score predicts the likelihood of serious credit delinquencies within the next 12 months. This score uses tradeline and collections information, public filings as well as other variables to predict future risk.

Experian Financial Stability Risk Rating**1**

**Financial
Stability Risk
Rating**

**Low Risk**

A Financial Stability Risk Rating of 1 indicates a 0.55% potential risk of severe financial distress within the next 12 months.

Key Rating Factors:

- Risk associated with the business type.
- Employee size of business.
- Percent of commercial accounts delinquent.
- Number of active commercial accounts.

Financial Stability Risk Ratings range from a low of 1 to high of 5 with this company receiving a rating of 1. Lower ratings indicate lower risk. Experian categorizes all businesses to fit within one of the five risk segments. This rating predicts the likelihood of payment default and/or bankruptcy within the next 12 months. This rating uses tradeline and collections information, public filings as well as other variables to predict future risk.

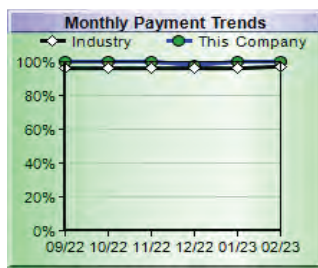
Credit Summary

Current Days Beyond Terms (DBT):	0
Predicted DBT for 05/03/2023:	1
Average Industry DBT:	2
Payment Trend Indicator:	Stable
Lowest 6 Month Balance:	\$94,000
Highest 6 Month Balance:	\$148,800
Current Total Account Balance:	\$94,000
Highest Credit Amount Extended:	\$384,400
Median Credit Amount Extended:	\$8,100
Recommended Credit Limit (help):	\$224,400

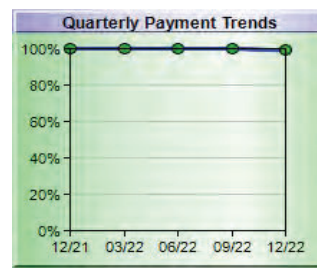
Payment Tradelines (see charts , detail):	19
Business Inquiries:	0
UCC Filings (see detail) (see summary):	17
✓ Businesses Scoring Worse:	89%
✓ Bankruptcies:	0
✓ Liens:	0
✓ Judgments Filed:	0
✓ Collections:	0

Company background: Founded in 1932, H.M. Holloway, Inc. is based in Wasco, CA. It is a supplier of agricultural gypsum. The company's services include mining, milling, monitoring, and spreading and radio-dispatched delivery.

Payment Trend Summary



*Percentage of on-time payments by month.



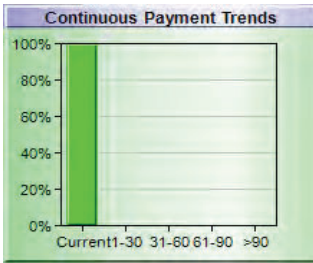
*Percentage of on-time payments by quarter.

Monthly Payment Trends - Recent Activity

Date	Balance	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT
09/22	\$148,400	100%	0%	0%	0%	0%
10/22	\$148,800	100%	0%	0%	0%	0%
11/22	\$141,100	100%	0%	0%	0%	0%
12/22	\$136,300	98%	2%	0%	0%	0%
01/23	\$134,700	100%	0%	0%	0%	0%
02/23	\$135,600	100%	0%	0%	0%	0%

Quarterly Payment Trends - Recent Activity

Date	Balance	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT
12/21	\$75,700	100%	0%	0%	0%	0%
03/22	\$100,200	100%	0%	0%	0%	0%
06/22	\$91,500	100%	0%	0%	0%	0%
09/22	\$94,000	100%	0%	0%	0%	0%
12/22	\$83,700	99%	1%	0%	0%	0%

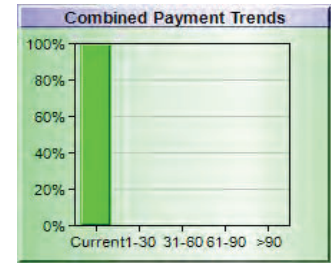


*Continuous distribution with DBT.

Number of Accounts: 8
Present Balance: \$95,500
Highest Balance: \$517,900

Insufficient information to produce
Newly Reported Payment Trends
chart.

Number of Accounts: 0
Present Balance: \$0
Highest Balance: \$0



*Combined distribution with DBT.

Number of Accounts: 8
Present Balance: \$95,500
Highest Balance: \$517,900

Trade Payment Information

Tradeline Experiences (Continuous Trades)

Supplier Category	Reported Date	Activity Date	Payment Terms	Recent High Credit	Balance	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT	Comments
Communicatn	1/23		Varied	\$4,900	\$500	100%					
Factor	3/23		Varied	\$4,800	<\$100	100%					
Fincl Svcs	1/23	1/23	Varied	\$384,400	\$30,600	100%					Satsftry
Fincl Svcs	2/23	2/23	Net 30	\$83,700	\$62,800	100%					Satsftry
Indus Supl	2/23		Net 30	\$200	\$0						
Packaging	3/23	10/22	Net 30		\$0						Cust 5 Yr
Truck Dlr	3/23	2/23	Net Prx	\$29,900	\$1,500	100%					
Whlse Trad	2/23		Net 30	\$10,000	\$0						

Additional Tradeline Experiences (Aged Trades)

Supplier Category	Reported Date	Activity Date	Payment Terms	Recent High Credit	Balance	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT	Comments
Cred Card	10/22	8/14	Revolve			\$0					Acctclosed
Cred Card	10/22	9/14	Revolve			\$0					Acctclosed
Cred Card	3/23	10/16	Contract			\$0					
Equip Leas	2/23		Roi	\$15,700	\$0						
Factor	10/22	9/22	Varied	\$19,600	\$0						
Fincl Svcs	10/22	9/22	Credit	\$6,200	\$0						
Fincl Svcs	4/22	4/19	Revolve		\$0						Satsftry
Food Distr	12/21		Varied		\$0						
Indus Supl	1/21		Other		\$0						
Indus Supl	6/21		Other	\$4,500	\$600	100%					
Leasing	3/23	2/23	Contract	\$10,900	\$4,800	93%	7%				

Payment Trend Detail

Date	Industry* DBT	DBT	Industry* Current	Balance	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT
02/23	2	0	97%	\$135,600	100%	0%	0%	0%	0%
01/23	2	0	96%	\$134,700	100%	0%	0%	0%	0%
12/22	2	0	96%	\$136,300	98%	2%	0%	0%	0%
11/22	2	0	96%	\$141,100	100%	0%	0%	0%	0%
10/22	2	0	96%	\$148,800	100%	0%	0%	0%	0%
09/22	1	0	96%	\$148,400	100%	0%	0%	0%	0%

*Industry: Field Crops, Except Cash Grains, Not Elsewhere Classified

UCC Filings

Date: 02/03/2023
Filing Number: U230008730824
Jurisdiction: Sec Of State CA
Secured Party: Tri Counties Bank As Successor By Merger Ca Chico 95973 63 C
Activity: Amended

Date: 02/02/2023
Filing Number: 2023-23792429
Jurisdiction: Sec Of State WY
Secured Party: Tri Counties Bank As Successor By Merger Ca Chico 95973 63 C
Activity: Amended

Date: 04/28/2022
Filing Number: U220188636126
Jurisdiction: Sec Of State CA
Activity: Terminated

Date: 04/04/2022
Filing Number: U220184804027
Jurisdiction: Sec Of State CA
Activity: Terminated

Date: 07/19/2021
Filing Number: U210066611722

Jurisdiction: Sec Of State CA
Secured Party: Valley Republic Bank Ca Bakersfield 93309 5000 California Av
Activity: Filed

Date: 05/18/2021
Filing Number: U210047440532
Jurisdiction: Sec Of State CA
Secured Party: Rdo Equipment Co. ND Fargo 58103 700 7TH ST South
Collateral: Equipment
Activity: Filed

Date: 12/26/2019
Filing Number: 2019-15257021
Jurisdiction: Sec Of State WY
Secured Party: Caterpillar Financial Services Corporati Te Nashville 37203
Activity: Filed

Date: 10/23/2019
Filing Number: 1977423681
Jurisdiction: Sec Of State CA
Secured Party: Caterpillar Financial Services Corporati TN Nashville 37203
Activity: Continued

Date: 09/04/2019
Filing Number: 197731250712
Jurisdiction: Sec Of State CA
Secured Party: JCB Finance, A Program Of Bank Of The We Az Tempe 85282 1625
Collateral: Equipment, Other Assets (undefined)
Activity: Filed

Date: 07/12/2019
Filing Number: 2019-14009924
Jurisdiction: Sec Of State WY
Activity: Terminated

Date: 07/11/2019
Filing Number: 197722763842
Jurisdiction: Sec Of State CA
Secured Party: JCB Finance, A Program Of Bank Of The We Az Tempe 82582 1625
Collateral: Equipment, Hereafter Acquired Property, Other Assets (undefined)
Activity: Filed

Date: 05/08/2019
Filing Number: 197711369337
Jurisdiction: Sec Of State CA
Secured Party: JCB Finance, A Program Of Bank Of The We Az Tempe 85282 1625
Collateral: Equipment, Other Assets (undefined)
Activity: Filed

Date: 04/18/2019
Filing Number: 2019-13379936
Jurisdiction: Sec Of State WY
Secured Party: Valley Republic Bank Ca Bakersfield 93309 5000 California Av
Activity: Filed

Date: 04/17/2019
Filing Number: 197707902294
Jurisdiction: Sec Of State CA

Secured Party: Valley Republic Bank Ca Bakersfield 93309 5000 California Av
 Collateral: Hereafter Acquired Property, Other Assets (undefined)
 Activity: Filed

Date: 04/17/2019
 Filing Number: 2019 2666688
 Jurisdiction: Sec Of State DE
 Secured Party: Valley Republic Bank Ca Bakersfield 93309 5000 California Av
 Collateral: Hereafter Acquired Property, Other Assets (undefined)
 Activity: Filed

Date: 07/03/2018
 Filing Number: 2018-11210917
 Jurisdiction: Sec Of State WY
 Secured Party: Mufg Union Bank, N.A. Ca Los Angeles 90030 Po Box 30115
 Activity: Filed

Date: 04/15/2015
 Filing Number: 157459837483
 Jurisdiction: Sec Of State CA
 Secured Party: Caterpillar Financial Services Corporati TN Nashville 37203
 Collateral: Equipment, Hereafter Acquired Property
 Activity: Filed

UCC Filings Summary

Filing Period	Cautionary Filings	Total Filed	Total Released	Total Continued	Amended / Assigned
JAN-Present 2023	0	0	0	0	1
JUL-DEC 2022	0	0	0	0	0
JAN-JUN 2022	0	0	2	0	0
JUL-DEC 2021	0	1	0	0	0
JAN-JUN 2021	0	1	0	0	0
Prior to JAN 2021	4	9	1	1	1

Cautionary UCC Filings include one or more of the following collateral: Accounts, Accounts Receivable, Contracts, Hereafter acquired property, Leases, Notes Receivable, or Proceeds.

*** The information herein is furnished in confidence for your exclusive use for legitimate business purposes and shall not be reproduced, disclosed, or shared to any third party per the restrictions in the Terms and Conditions that you accepted. Neither Experian nor its sources or distributors warrant such information nor shall they be liable for your use or reliance upon**

it. (Ref#:353080)

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Attachment #3
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James G Parker Insurance Assoc P O Box 1129 Hanford CA 93232		CONTACT NAME: Shelley Escobar CISR PHONE (A/C, No, Ext): (559) 584-3323 FAX (A/C, No): (559) 584-9313 E-MAIL ADDRESS: sescobar@jgparker.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Allied World National Assurance Co Inc INSURER B: Accident Fund General Ins Co INSURER C: State Compensation Ins Fund INSURER D: Great Lakes Insurance SE INSURER E: INSURER F:	
		NAIC # 10690 12304 35076	
INSURED Holloway Environmental LLC 2019 Westwind Dr Suite B Bakersfield CA 93301-0000			

COVERAGES **CERTIFICATE NUMBER:** 22-23 GL BA PD UMB WC **REVISION NUMBER:**

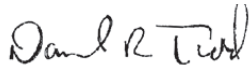
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			03115936	11/30/2022	11/30/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input checked="" type="checkbox"/> Pollution Legal Liability						MED EXP (Any one person)	\$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							PERSONAL & ADV INJURY
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Pollution Liability	\$ 1,000,000
B	AUTOMOBILE LIABILITY			CACRO00052722	11/30/2022	11/30/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			03115938	11/30/2022	11/30/2023	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			9256510-2022	07/01/2022	07/01/2023	PER STATUTE	OTHE-
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Auto Physical Damage			TBDRENAUTOPHYSYDAM2022	11/30/2022	11/30/2023	Comp/Collision Ded	\$2,500
							Comp/Collision Ded for High Value Units	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County Sanitation District No. 2 of Los Angeles County is included as additional insured as respects general liability and per form ENV-PEP 00006 00 0312 included in policy.

CERTIFICATE HOLDER**CANCELLATION**

County Sanitation District No. 2 of Los Angeles County PO Box 4998 Whittier CA 90607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Additional Named Insureds

Other Named Insureds

HM Holloway Inc - FEIN 951416511	Corporation, Additional Named Insured
HM Holloway LLC - FEIN 815382196	Limited Liability Company, Additional Named Insured
Holloway Agricultural Services LLC - FEIN 820837261	Limited Liability Company, Additional Named Insured
Holloway Environmental Solutions LLC FEIN 820860017	Limited Liability Company, Additional Named Insured
Holloway Farm Management LLC FEIN 815417174	Limited Liability Company, Additional Named Insured
Holloway Holdings LLC - FEIN 820804021	Limited Liability Company, Additional Named Insured
Holloway Logistics LLC - FEIN 820822671	Limited Liability Company, Additional Named Insured
Holloway Management LLC - FEIN 820784781	Limited Liability Company, Additional Named Insured
Lost Hills Environmental LLC - FEIN 352586738	Limited Liability Company, Additional Named Insured
Lost Hills Land Holdings LLC - FEIN 320520013	Limited Liability Company, Additional Named Insured
Lost Hills Mining LLC - FEIN 820747728	Limited Liability Company, Additional Named Insured



Attachment #4
Facility Permits / Enforcement

SOLID WASTE FACILITY PERMIT

Facility Number:
15-AA-0308

1. Name and Street Address of Facility:

Lost Hills Environmental Waste Facility
1404 S Holloway Road.
Lost Hills, California, 93249

2. Name and Mailing Address of Operator:

Lost Hills Environmental, LLC.
2019 Westwind Dr. Suite B
Bakersfield, CA 93301

3. Name and Mailing Address of Owner:

Lost Hills Environmental, LLC.
2019 Westwind Dr. Suite B
Bakersfield, CA 93301

4. Specifications:

- a. Permitted Operations:** Solid Waste Disposal Site Transformation Facility
 Transfer/Processing Facility (MRF) Other:
 Composting Facility

b. Permitted Hours of Operation: Facility Operating Hours: 24 Hours per Day, 7 Days per Week

c. Permitted Maximum Tonnage: 3,753 Tons per Day

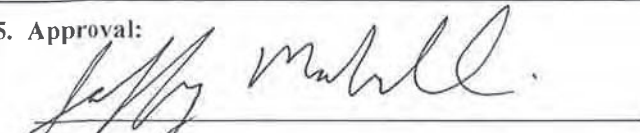
d. Permitted Traffic Volume: 313 Vehicles per Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):

	Total	Disposal	Transfer/Processing	Composting	Transformation
Permitted Area (in acres)	331	172.3		136.2	
Design Capacity		8,350,000 (cu. yds)		640,000 (tpy)	
Max. Elevation (Ft. MSL)		460			
Max. Depth (ft. MSL)		380			
Estimated Closure Year		2030			

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:



Approving Officer Signature
Jeffrey Marshall, Director
Kern County Public Health Services Department
Environmental Health Division

6. Enforcement Agency Name and Address:

Kern County Public Health Services Department
Environmental Health Division
2700 "M" Street, Suite 300
Bakersfield, CA 93301

7. Date Received by CalRecycle:

12/14/2021

8. CalRecycle Concurrence Date:

12/20/2021

9. Permit Issued Date:

12/21/2021

10. Permit Review Due Date:

12/21/2026

11. Owner/Operator Transfer Date:

12. Legal Description of Facility:

The legal description as required in CCR Title 27 Section 21600, is contained in the Report of Disposal Site Information in the Lost Hills Environmental Waste Facility JTD dated September 2021.

SOLID WASTE FACILITY PERMIT

Facility Number:

15-AA-0308

13. Findings:

- a. This permit is consistent with the Kern County Integrated Waste Management Plan, which was approved by the CalRecycle on February 25, 1998 and last amended on February 7, 2005. The location of the facility is identified in the Countywide Siting Element, pursuant to Public Resources Code (PRC), Section 50001(a).
- b. This permit is consistent with the standards adopted by the CalRecycle, pursuant to PRC 44010.
- c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.
- d. The Kern County Fire Department has determined that the facility is in conformance with applicable fire standards, pursuant to PRC 44151.
- e. An Environmental Impact Report (SCH # 2019100659), approved on August 26, 2021, has been completed as required in Public Resources Code, Section 21081.6. A Notice of Determination has been filed with the State Clearinghouse as required in Public Resources Code, Sections 21108 and 21152.

14. Prohibitions:

The permittee is prohibited from accepting the following wastes for disposal

Hazardous, radioactive, medical (as defined in Chapter 6.1, Division 20 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the JTD and approved amendments thereto and as approved by the enforcement agency and other federal, state, and local agencies.

15. The following documents describe and/or restrict the operation of this facility:

	Date		Date
Joint Technical Document – JTD	10/2021	Preliminary Closure and Post-closure Maintenance Plan	09/2021
Waste Discharge Requirements (Order No. R5-2010-0123)	12/2010	Closure Financial Assurance Documentation	10/2021
APCD Permit to Operate (S-7754-1-3)	07/2020	Operating Liability Certification	10/2020
Environmental Impact Report (SCH # 2019100659)	08/26/2021	Conditional Use Permit (Case #9, Map #28)	08/26/2021

16. Self-Monitoring:

The owner/operator shall submit the results of all self-monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period (for example, 1st quarter = January – March, the report is due by April 30, etc. Information required on an annual basis shall be submitted with the 4th quarter monitoring report.)

- a. Notify the Local Enforcement Agency in the event of any of the following: fires, earthquake damage, flooding, explosions, injuries, property damage, accidents, receipt or rejection of unpermitted wastes, and other unusual occurrences.

Within 1 LEA business day

SOLID WASTE FACILITY PERMIT

Facility Number:

15-AA-0308

17. Enforcement Agency (EA) Conditions:

- a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 14 and Title 27 California Code of Regulations.
- b. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, earthquake damage, and significant injuries, accidents or property damage, and other unusual occurrences. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the EA for inspection at all times.
- c. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the EA.
- d. The maximum permitted daily tonnage for this facility is 3,753 tons per day. This facility shall not receive more than this amount without a revision to this permit.
- e. This permit is subject to review by the EA and may be temporarily suspended or revoked at any time by the EA for sufficient cause, in accordance with Division 30 of the Public Resource Code (PRC), Part 4, Chapter 4, Article 2, Sections 44305 et seq. and associated regulations.
- f. The EA reserves the right to suspend or modify waste receiving and handling operations due to an emergency, a potential health hazard, or the creation of a public nuisance.
- g. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any changes without first submitting a written notice of the proposed change, in the form of a Report of Facility Information (RFI) amendment, to the EA at least 180 days in advance of the change.
- h. The operator shall provide adequate staff, safety and protective equipment, and training to assure safe and efficient landfill and composting operations.
- i. A summary of all pilot projects must be submitted to the LEA in writing prior to the implementation of that pilot project. The LEA must approve all pilot projects before they may be implemented.
- j. Acceptance, storage, handling, drying, mixing and disposal of dewatered class A and B quality biosolids shall be performed in accordance with the JTD.
- k. Waste shall be covered with (6) inches of compacted soil or an approved Alternative Daily Cover material at the close of each operating day.
- l. The facility shall periodically update the County of Kern Countywide Integrated Waste Management Plan.
- m. A four-strand barb-wire fence shall be maintained at the permitted boundary. Gates shall be designed and constructed to restrict access of unauthorized persons, animals or vehicles within the facility.
- n. The operator shall maintain internal roads and control traffic to reduce fugitive dust and maintain safe driving conditions.
- o. The operator shall maintain excavation records (location, area and depth), where fill is placed for on-site reference.
- p. The operator shall conduct a hazardous waste exclusion program. At minimum, 1% of incoming waste loads shall be checked.
- q. Feedstock, windrows, static/curing piles, and finished compost shall be maintained to prevent attraction or harborage of vectors.
- r. All stockpiles, static piles, or windrows shall be managed such as necessary to prevent anaerobic decomposition and migration of off-site odors.
- s. A copy of this permit and JTD shall be maintained at the facility and made available at all times to facility and EA personnel.

SOLID WASTE FACILITY PERMIT

Facility Number:

15-AA-0308

<p>b. Submit a report of actions taken by the operator to remedy or correct any major incidents such as fires, landslides, earthquake damage, unusual and sudden settlements, injury and property damage accidents, explosions, flooding and other unusual occurrences.</p>	<p>Within 30 days of the event</p>
<p>c. Types and quantities (in tons) of all wastes entering the facility each day.</p>	<p>Monthly</p>
<p>d. Submit a report for compliance with Sampling Requirements, as specified in California Code of Regulations, Title 14 of the Compostable Material Handling Requirements.</p>	<p>Monthly</p>
<p>e. Submit a report for compliance with the Maximum Metal Concentrations, as specified in the California Code of Regulations, Title 14 of the Compostable Material Handling Requirements.</p>	<p>Monthly</p>
<p>f. Submit a report for compliance with Pathogen Reduction, as specified in the California Code of Regulations, Title 14 of the Compostable Material Handling Requirements.</p>	<p>Monthly</p>
<p>g. Submit a report for compliance with Physical Contamination Limits, as specified in the California Code of Regulations, Title 14 of the Compostable Material Handling Requirements.</p>	<p>Monthly</p>
<p>h. Summary of the daily quantities and types of feedstocks received, compost material produced, record of quantity and destination of finished compost/blended products shipped out, and residuals sent for disposal.</p>	<p>Monthly</p>
<p>i. The number and types of waste hauling vehicles using the facility each day</p>	<p>Quarterly</p>
<p>j. Results of the landfill gas monitoring program</p>	<p>Quarterly</p>
<p>k. Wet weather preparedness report/winter operations plan.</p>	<p>Annual (due by Nov. 1)</p>
<p>l. Remaining site capacity</p>	<p>Annually</p>
<p>m. Hazardous Waste load checking and health & safety training program list/results.</p>	<p>Annually</p>
<p>n. List of responsible personnel for landfill operations, including emergency telephone numbers and address for the following: manager, security and /or operation supervisors.</p>	<p>Annually</p>
<p>o. Topographic maps showing all filled areas, borrow areas, and cells designated for specific waste streams.</p>	<p>Annually</p>



Facility # S-7754
LOST HILLS ENVIRONMENTAL LLC
2019 WESTWIND DR
BAKERSFIELD, CA 93301

Notice of Permit Issuance

The enclosed permit unit requirements authorize the operation of the equipment as described. These permit unit requirements supersede any and all previous permits for the specified equipment.* Please insert these documents into the Facility Permit to Operate, and post copies on or near the equipment as required by District Rule 2010.

Please contact any of our Small Business Assistance (SBA) staff at the numbers below if you have any questions:

Modesto:	(209) 557-6446
Fresno:	(559) 230-5888
Bakersfield:	(661) 392-5665

*Failure to comply with the permit unit requirements may result in enforcement action.

Samir Sheikh
Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585



Permit to Operate

FACILITY: S-7754

EXPIRATION DATE: 05/31/2025

LEGAL OWNER OR OPERATOR:

LOST HILLS ENVIRONMENTAL LLC

MAILING ADDRESS:

2019 WESTWIND DR
BAKERSFIELD, CA 93301

FACILITY LOCATION:

14045 HOLLOWAY RD
LOST HILLS, CA 93249

FACILITY DESCRIPTION:

NON-HAZARDOUS WASTE DISPOSAL

The Facility's Permit to Operate may include Facility-wide Requirements as well as requirements that apply to specific permit units.

This Permit to Operate remains valid through the permit expiration date listed above, subject to payment of annual permit fees and compliance with permit conditions and all applicable local, state, and federal regulations. This permit is valid only at the location specified above, and becomes void upon any transfer of ownership or location. Any modification of the equipment or operation, as defined in District Rule 2201, will require prior District approval. This permit shall be posted as prescribed in District Rule 2010.

Samir Sheikh
Executive Director / APCO

Arnaud Marjollet
Director of Permit Services

San Joaquin Valley

Air Pollution Control District

PERMIT UNIT: S-7754-1-3

EXPIRATION DATE: 05/31/2025

EQUIPMENT DESCRIPTION:

301 ACRE (8.13 MILLION CUBIC YARD CAPACITY) NON-HAZARDOUS SOLID WASTE AND BIOSOLIDS LANDFILL WITH ACTIVE LANDFILL GAS COLLECTION SYSTEM INCLUDING ACTIVATED CARBON CANNISTER(S), SOLAR POWERED FLARE, AND GAS PRETREATMENT SYSTEM FOR REMOVAL OF H₂S

PERMIT UNIT REQUIREMENTS

1. No air contaminant shall be released into the atmosphere which causes a public nuisance. [District Rule 4102]
2. No air contaminant shall be discharged into the atmosphere for a period or periods aggregating more than three minutes in any one hour which is as dark as, or darker than, Ringelmann 1 or 20% opacity. [District Rule 4101]
3. No hazardous waste shall be received or landfilled at the facility. [District Rule 4102]
4. Permittee shall only receive the following materials to be placed into their landfill: Class A biosolids, Class B biosolids, lime cake, fly-ash, spent abrasive blasting material and treated nonhazardous auto shredder waste. [District Rule 2201 and 4102]
5. Flare may be used when methane content of landfill gas (LFG) exceeds 25% by volume. [District Rule 2201]
6. Flare emissions shall not exceed 40 lb NO_x/mmscf CH₄, 2.85 lb SO_x/mmscf LFG, 17 lb PM₁₀/mmscf CH₄, 750 lb CO/mmscf CH₄, and 0.002 lb VOC/mmscf LFG. [District Rule 2201]
7. VOC exhaust concentration from activated carbon shall not exceed 20 ppmv measured as methane. [District Rules 2201 and 4642]
8. Total VOC emissions from the activated carbon canisters shall not exceed 0.3 pounds in any one day. [District Rule 2201]
9. LFG flowrate either entering flare or exiting activated carbon canisters shall not exceed 10 scfm. [District Rule 2201]
10. Sampling port adequate for extraction of grab sample and use of an FID, PID, or other District-approved VOC detection device shall be provided for activated carbon cannister effluent gas stream. [District Rule 1081]
11. Laboratory sample for VOCs from activated carbon exhaust shall be taken at the initial inspection, under the supervision of the APCD Inspector. Sample shall be taken from effluent gas stream sampling port. [District Rule 1081]
12. Measurements to determine the LFG flow rate to activated carbon canister by measuring gas pressure by digital manometer shall be taken at the initial inspection and monthly thereafter. Flow rate calculations shall be submitted to the District along with the laboratory sample analysis results. [District Rule 1081]
13. Initial compliance with VOC activated carbon exhaust concentration limit shall be demonstrated by the results of the laboratory sample analysis. The results shall be submitted to the District within 60 days of the test. [District Rule 1081]
14. Methane content of LFG and activated carbon exhaust VOC concentration shall be monitored annually using District-approved laboratory methods. [District Rule 2201]
15. Emission rates from landfill shall not exceed 67.9 lb-VOC/day or 19,675 lb-VOC/year. [District Rule 2201]

PERMIT UNIT REQUIREMENTS CONTINUE ON NEXT PAGE

These terms and conditions are part of the Facility-wide Permit to Operate.

16. The maximum amount of wet biosolid materials received at the landfill shall not exceed 2,000 tons per day nor 579,500 tons per year. [District Rule 2201]
17. The maximum amount of material received at the landfill shall not exceed 2,000 tons per day nor 610,000 tons per year. [District Rule 2080]
18. Within 24 hours of receipt at the facility, permittee shall cover biosolids with a minimum of 6 inches of soil or other District approved material. [District Rules 2201 and 4565]
19. When storing bulk materials, water or chemical stabilizers/suppressants shall be applied as required to limit Visible Dust Emissions to a maximum of 20% opacity. When necessary to achieve this opacity limitation, all bulk material piles shall also be either maintained with a stabilized surface as defined in Section 3.58 of District Rule 8011, or shall be protected with suitable covers or barriers as prescribed in Table 8031-1, Section B, of District Rule 8031. [District Rules 8011 and 8031]
20. When transporting bulk materials, all bulk material transport vehicles shall limit Visible Dust Emissions to 20% opacity by either limiting vehicular speed, maintaining sufficient freeboard on the load, applying water to the top of the load, or covering the load with a tarp or other suitable cover. [District Rules 8011 and 8031]
21. An owner/operator shall prevent or cleanup any carryout or trackout in accordance with the requirements of District Rule 8041 Section 5.0, unless specifically exempted under Section 4.0 of Rule 8041 (8/19/04) or Rule 8011(8/19/04). [District Rules 8011 and 8041]
22. Whenever open areas are disturbed, or vehicles are used in open areas, the facility shall comply with the requirements of Section 5.0 of District Rule 8051, unless specifically exempted under Section 4.0 of Rule 8051 or Rule 8011. [District Rules 8011 and 8051]
23. Any paved road or unpaved road shall comply with the requirements of District Rule 8061 unless specifically exempted under Section 4.0 of Rule 8061 or Rule 8011. [District Rules 8011 and 8061]
24. Water, gravel, roadmix, or chemical/organic dust stabilizers/suppressants, vegetative materials, or other District-approved control measure shall be applied to unpaved vehicle travel areas as required to limit Visible Dust Emissions to 20% opacity and comply with the requirements for a stabilized unpaved road as defined in Section 3.59 of District Rule 8011. [District Rules 8011 and 8071]
25. Where dusting materials are allowed to accumulate on paved surfaces, the accumulation shall be removed daily or water and/or chemical/organic dust stabilizers/suppressants shall be applied to the paved surface as required to maintain continuous compliance with the requirements for a stabilized unpaved road as defined in Section 3.59 of District Rule 8011 and limit Visible Dust Emissions (VDE) to 20% opacity. [District Rules 8011 and 8071]
26. On each day that 50 or more Vehicle Daily Trips or 25 or more Vehicle Daily Trips with 3 axles or more will occur on an unpaved vehicle/equipment traffic area, permittee shall apply water, gravel, roadmix, or chemical/organic dust stabilizers/suppressants, vegetative materials, or other District-approved control measure as required to limit Visible Dust Emissions to 20% opacity and comply with the requirements for a stabilized unpaved road as defined in Section 3.59 of District Rule 8011. [District Rules 8011 and 8071]
27. Whenever any portion of the site becomes inactive, Permittee shall restrict access and periodically stabilize any disturbed surface to comply with the conditions for a stabilized surface as defined in Section 3.58 of District Rule 8011. [District Rules 8011 and 8071]
28. Records and other supporting documentation shall be maintained as required to demonstrate compliance with the requirements of the rules under Regulation VIII only for those days that a control measure was implemented. Such records shall include the type of control measure(s) used, the location and extent of coverage, and the date, amount, and frequency of application of dust suppressant, manufacturer's dust suppressant product information sheet that identifies the name of the dust suppressant and application instructions. Records shall be kept for one year following project completion that results in the termination of all dust generating activities. [District Rules 8011, 8031, and 8071]
29. Records shall be kept of the date and time the biosolids arrive on site, the wet tons per day of biosolids landfilled each day and the date and time at which the biosolids are completely covered as required by this permit. [District Rules 1070, 2201, and 4565 6.1]

PERMIT UNIT REQUIREMENTS CONTINUE ON NEXT PAGE

These terms and conditions are part of the Facility-wide Permit to Operate.

30. Permittee shall maintain daily and annual records of amounts and types of wastes received and daily cover applied. [District Rule 1070]
31. Permittee shall keep records of dates of operation of activated carbon and flare at the onsite office. [District Rule 2201]
32. Records of cumulative running time of flare and activated carbon and measured effluent VOC concentrations of activated carbon exhaust shall be maintained at the onsite office. [District Rule 2201]
33. Permittee shall keep monthly records of LFG flow rate (scfm) to control device and annual records of methane content of LFG and annual records of activated carbon exhaust VOC concentrations at the onsite office. [District Rules 1070 and 2201]
34. All records shall be retained at the onsite office for a minimum of 5 years and shall be made available for District inspection upon request. [District Rules 1070, 2201, and 4565 6.1.8]

These terms and conditions are part of the Facility-wide Permit to Operate.

Facility # S-7754
LOST HILLS ENVIRONMENTAL LLC
2019 WESTWIND DR
BAKERSFIELD, CA 93301

AUTHORITY TO CONSTRUCT (ATC)

QUICK START GUIDE

1. **Pay Invoice:** Please pay enclosed invoice before due date.
2. **Fully Understand ATC:** Make sure you understand ALL conditions in the ATC prior to construction, modification and/or operation.
3. **Follow ATC:** You must construct, modify and/or operate your equipment as specified on the ATC. Any unspecified changes may require a new ATC.
4. **Notify District:** You must notify the District's Compliance Department, at the telephone numbers below, upon start-up and/or operation under the ATC. Please record the date construction or modification commenced and the date the equipment began operation under the ATC. You may NOT operate your equipment until you have notified the District's Compliance Department. A startup inspection may be required prior to receiving your Permit to Operate.
5. **Source Test:** Schedule and perform any required source testing. See http://www.valleyair.org/busind/comply/source_testing.htm for source testing resources.
6. **Maintain Records:** Maintain all records required by ATC. Records are reviewed during every inspection (or upon request) and must be retained for at least 5 years. Sample record keeping forms can be found at http://www.valleyair.org/busind/comply/compliance_forms.htm.

By operating in compliance, you are doing your part to improve air quality for all Valley residents.

**For assistance, please contact District Compliance staff at
any of the telephone numbers listed below.**

Samir Sheikh

Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-8000 FAX: (559) 230-8081

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585



AUTHORITY TO CONSTRUCT

PERMIT NO: S-7754-1-4

ISSUANCE DATE: 09/20/2022

LEGAL OWNER OR OPERATOR: LOST HILLS ENVIRONMENTAL LLC

MAILING ADDRESS: 2019 WESTWIND DR
BAKERSFIELD, CA 93301

LOCATION: 14045 HOLLOWAY RD
LOST HILLS, CA 93249

EQUIPMENT DESCRIPTION:

MODIFICATION OF 301 ACRE (8.13 MILLION CUBIC YARD CAPACITY) NON-HAZARDOUS SOLID WASTE AND BIOSOLIDS LANDFILL: EXPAND LIST OF ALLOWABLE WASTE TYPES; EXPAND THE LIMIT OF "BIOSOLIDS" MATERIALS RECEIVED TO INCLUDE "ORGANIC WASTES"; CORRECT AREA OF LANDFILL TO 331 ACRES

CONDITIONS

1. Authority to Construct (ATC) S-7754-1-5 shall be implemented prior to or concurrently with this ATC. [District Rule 2201]
2. No air contaminant shall be released into the atmosphere which causes a public nuisance. [District Rule 4102]
3. No air contaminant shall be discharged into the atmosphere for a period or periods aggregating more than three minutes in any one hour which is as dark as, or darker than, Ringelmann 1 or 20% opacity. [District Rule 4101]
4. No hazardous waste shall be received or landfilled at the facility. [District Rule 4102]
5. Permittee shall only receive the following organic waste materials to be place into their landfill: Class A Biosolids, Class B Biosolids, Compost-Derived Waste, Non-Compostable Winery Pulp/Waste, Wastewater Grit, Poultry-Waste (Non-Manure), Digestates, Dead Animals, and Wastewater Sloughing. [District Rule 2201 and 4102]
6. Permittee shall only receive the following inert materials to be place into their landfill: Lime Cake, Fly-Ash, Spent Abrasive Blasting Material, Treated Nonhazardous Auto Shredder Waste, Drill Cuttings, Slag, Industrial Sand-Based Waste, Shredded Polyvinyl Chloride (PVC) Pipe, and Non-Friable Asbestos. [District Rule 2201 and 4102]
7. Emission rates from landfill shall not exceed 67.6 lb-VOC/day or 19,587 lb-VOC/year. [District Rule 2201]
8. The maximum amount of organic waste materials received at the landfill shall not exceed 2,000 tons per day or 579,500 tons per year. [District Rule 2201]

CONDITIONS CONTINUE ON NEXT PAGE

YOU MUST NOTIFY THE DISTRICT COMPLIANCE DIVISION AT (661) 392-5500 WHEN CONSTRUCTION IS COMPLETED AND PRIOR TO OPERATING THE EQUIPMENT OR MODIFICATIONS AUTHORIZED BY THIS AUTHORITY TO CONSTRUCT. This is NOT a PERMIT TO OPERATE. Approval or denial of a PERMIT TO OPERATE will be made after an inspection to verify that the equipment has been constructed in accordance with the approved plans, specifications and conditions of this Authority to Construct, and to determine if the equipment can be operated in compliance with all Rules and Regulations of the San Joaquin Valley Unified Air Pollution Control District. Unless construction has commenced pursuant to Rule 2050, this Authority to Construct shall expire and application shall be cancelled two years from the date of issuance. The applicant is responsible for complying with all laws, ordinances and regulations of all other governmental agencies which may pertain to the above equipment.

Samir Sheikh, Executive Director / APCO

Steven D Davidson

Brian Clements, Director of Permit Services

S-7754-1-4 : Sep 20 2022 11:00AM -- RAMIREZH : Joint Inspection NOT Required

9. The maximum amount of material received at the landfill shall not exceed 2,000 tons per day nor 610,000 tons per year. [District Rule 2080]
10. Within 24 hours of receipt at the facility, permittee shall cover all biosolid and all organic waste materials with a minimum of 6 inches of soil or other District-approved material. [District Rules 2201 and 4565]
11. When storing bulk materials, water or chemical stabilizers/suppressants shall be applied as required to limit Visible Dust Emissions to a maximum of 20% opacity. When necessary to achieve this opacity limitation, all bulk material piles shall also be either maintained with a stabilized surface as defined in Section 3.58 of District Rule 8011, or shall be protected with suitable covers or barriers as prescribed in Table 8031-1, Section B, of District Rule 8031. [District Rules 8011 and 8031]
12. When transporting bulk materials, all bulk material transport vehicles shall limit Visible Dust Emissions to 20% opacity by either limiting vehicular speed, maintaining sufficient freeboard on the load, applying water to the top of the load, or covering the load with a tarp or other suitable cover. [District Rules 8011 and 8031]
13. An owner/operator shall prevent or cleanup any carryout or trackout in accordance with the requirements of District Rule 8041 Section 5.0, unless specifically exempted under Section 4.0 of Rule 8041 (8/19/04) or Rule 8011(8/19/04). [District Rules 8011 and 8041]
14. Whenever open areas are disturbed, or vehicles are used in open areas, the facility shall comply with the requirements of Section 5.0 of District Rule 8051, unless specifically exempted under Section 4.0 of Rule 8051 or Rule 8011. [District Rules 8011 and 8051]
15. Any paved road or unpaved road shall comply with the requirements of District Rule 8061 unless specifically exempted under Section 4.0 of Rule 8061 or Rule 8011. [District Rules 8011 and 8061]
16. Water, gravel, roadmix, or chemical/organic dust stabilizers/suppressants, vegetative materials, or other District-approved control measure shall be applied to unpaved vehicle travel areas as required to limit Visible Dust Emissions to 20% opacity and comply with the requirements for a stabilized unpaved road as defined in Section 3.59 of District Rule 8011. [District Rules 8011 and 8071]
17. Where dusting materials are allowed to accumulate on paved surfaces, the accumulation shall be removed daily or water and/or chemical/organic dust stabilizers/suppressants shall be applied to the paved surface as required to maintain continuous compliance with the requirements for a stabilized unpaved road as defined in Section 3.59 of District Rule 8011 and limit Visible Dust Emissions (VDE) to 20% opacity. [District Rules 8011 and 8071]
18. On each day that 50 or more Vehicle Daily Trips or 25 or more Vehicle Daily Trips with 3 axles or more will occur on an unpaved vehicle/equipment traffic area, permittee shall apply water, gravel, roadmix, or chemical/organic dust stabilizers/suppressants, vegetative materials, or other District-approved control measure as required to limit Visible Dust Emissions to 20% opacity and comply with the requirements for a stabilized unpaved road as defined in Section 3.59 of District Rule 8011. [District Rules 8011 and 8071]
19. Whenever any portion of the site becomes inactive, Permittee shall restrict access and periodically stabilize any disturbed surface to comply with the conditions for a stabilized surface as defined in Section 3.58 of District Rule 8011. [District Rules 8011 and 8071]
20. Records and other supporting documentation shall be maintained as required to demonstrate compliance with the requirements of the rules under Regulation VIII only for those days that a control measure was implemented. Such records shall include the type of control measure(s) used, the location and extent of coverage, and the date, amount, and frequency of application of dust suppressant, manufacturer's dust suppressant product information sheet that identifies the name of the dust suppressant and application instructions. Records shall be kept for one year following project completion that results in the termination of all dust generating activities. [District Rules 8011, 8031, and 8071]
21. Records shall be kept on a daily basis of the materials received on site and materials landfilled: date and time materials arrive on site, date and time materials are landfilled, material types, weight (wet tons) of material received, weight (wet tons) of material landfilled, and date and time at which the organic wastes are completely covered as required by this permit. [District Rules 1070, 2201, and 4565]
22. Permittee shall maintain daily and annual records of amounts and types of wastes received and daily cover applied. [District Rule 1070]

23. All records shall be retained at the onsite office for a minimum of 5 years and shall be made available for District inspection upon request. [District Rules 1070, 2201, and 4565]



SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT

Northern Region Office
4800 Enterprise Way
Modesto, CA 95356-8718
(209) 557-6400

Central Region Office
1990 E Gettysburg Ave
Fresno, CA 93726-0244
(559) 230-5950

Southern Region Office
34946 Flyover Court
Bakersfield, CA 93308
(661) 392-5500

NOTICE OF VIOLATION

NO. 5028549

ISSUED TO:

NAME: Lost Hills Environmental Llc
ADDRESS: 2019 Westwind Dr
CITY: Bakersfield
PHONE: 661-758-6484

STATE: CA

PERMIT/FACILITY: S-7754
PERMITS: -1-5
ZIP: 93301

OCCURRENCE LOCATION:

NAME:
ADDRESS: 14045 Holloway Rd
CITY: Lost Hills
DATE: March 28, 2022

STATE: CA

ZIP: 93249

TIME: 12:00 pm

Same as Above

THIS NOTICE HAS BEEN ISSUED AS A RESULT OF A VIOLATION OF:

- San Joaquin Valley Unified Air Pollution Control District Rules and Regulation
- California Health and Safety Code / California Code of Regulations

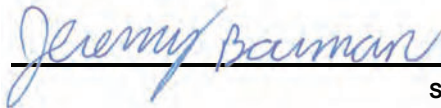
Rule(s)/Section(s): 2070 - Standards for Granting Applications, 2201 - New and Modified Stationary Source Review Rule

Equipment Type (If Applicable): 301 ACRE NON-HAZARDOUS SOLID WASTE AND BIOSOLIDS LANDFILL

Description: I. Exceeding 2000 tons per day of material limit.

RECIPIENT NAME: Jeremy Bowman **TITLE:** Vice President - Operations

SIGNING THIS NOTICE IS
NOT AN ADMISSION OF GUILT

x 

SIGNATURE

RETURN A COPY OF THIS NOTICE WITH A WRITTEN DESCRIPTION OF THE IMMEDIATE CORRECTIVE ACTION YOU HAVE TAKEN TO PREVENT A CONTINUED OR RECURRENT VIOLATION.

**THIS VIOLATION IS SUBJECT TO SUBSTANTIAL PENALTY,
YOUR RESPONSE DOES NOT PRECLUDE FURTHER LEGAL ACTION.**

ISSUED BY: Dylan Born	DATE: Tue March 29, 2022	TIME: 9:16 am	<input type="checkbox"/> MAILED/EMAILED
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INSTRUCTIONS

THIS VIOLATION IS SUBJECT TO SUBSTANTIAL PENALTY, AND YOUR RESPONSE DOES NOT PRECLUDE FURTHER LEGAL ACTION.

A VARIANCE SHOULD BE SOUGHT IF IT IS NECESSARY TO CONTINUE TO OPERATE IN VIOLATION OF DISTRICT REGULATIONS. A VARIANCE CANNOT BE GRANTED FOR OPERATING WITHOUT A PERMIT OR FOR ACTIVITIES WHICH CREATE A NUISANCE.

FOR FURTHER INFORMATION ON ELIGIBILITY FOR, OR THE FILING OF A VARIANCE PETITION, CALL THE COMPLIANCE DIVISION AT THE INDICATED REGIONAL OFFICE.

OPERATION WITHOUT A PERMIT

A permit application must be submitted immediately to the District's Permit Services Division. The permit application must reference the Notice of Violation number: 5028549.

If there are any questions regarding the submission of a permit application, contact the Permit Services Division at the indicated Regional office.

ALL OTHER VIOLATIONS

Within 10 days, return a copy of this notice with a written description of the corrective action you have taken to prevent continued or recurrent violation. Immediate corrective action must be taken to stop the violation.

If you have any questions or require additional information, contact the Compliance Division at the indicated Regional Office for assistance.

2019 Westwind Drive, Suite B
Bakersfield, CA 93301
www.hmholloway.com
661.758.6484



May 6, 2022

VIA ELECTRONIC MAIL

Mr. Dylan Born
San Joaquin Valley Air Pollution Control District
34946 Flyover Court
Bakersfield, CA 93308

Subject: Corrective Action - Notice of Violation No. 5028549

Dear Mr. Born,

Lost Hills Environmental, LLC (LHE) is in receipt of the above referenced Notice of Violation for exceeding the daily tonnage limit of 2,000 tons per day at the Lost Hills Environmental Waste Facility. To prevent exceeding the tonnage limit in the future, the following corrective actions have been taken:

- Customers/haulers will be required to submit expected daily estimated loads/tonnages
- Expected loads/tonnages will be monitored by LHE staff to ensure that daily limit is not exceeded
- Customers that have flexibility on hauling waste to the site will be requested to reschedule loads as necessary to stay within the daily tonnage limits
- As feasible, loads will be rescheduled to weekends or other days when the incoming waste tonnage is expected to be less

LHE is committed to taking the necessary action to prevent tonnage exceedance occurrences from happening in the future. It should be noted that the majority of the prior daily limit exceedances occurred post March 17, 2020, during the Covid-19 pandemic under which an emergency waiver was issued by the Lead Enforcement Agency (LEA) to increase the daily limit to 2,500 tons per day.

Sincerely,

A handwritten signature in blue ink that reads 'Jeremy Bowman'.

Jeremy Bowman – Vice President, Operations
Lost Hills Environmental, LLC

Cc: Jeffrey Marshall – Director of Environmental Health, Kern County



July 15, 2020

Lost Hills Environmental, LLC
2019 Westwind Drive, Suite B
Bakersfield, CA 93301
Attn: Mr. Jeremy Bowman, Projects Director

**Subject: Extension of the Emergency Waiver of Standards
H.M. Holloway Landfill
SWIS 15-AA-0308; FA0006542**

Dear Mr. Bowman:

The Kern County Public Health Services Department, Environmental Health Division, acting as the Local Enforcement Agency (LEA) for the California Department of Resources Recycling and Recovery (CalRecycle) has reviewed your July 13, 2020, request for extension of the March 17, 2020, Emergency Waiver of Standards. This request increased H.M. Holloway Landfill's receipt of biosolids by 500 tons per day (TPD), to an emergency permitted maximum tonnage of 2,500 TPD. The purpose of this request was to provide additional disposal services to Publicly Owned Treatment Works (POTW) in anticipation of an increase in biosolids due to the Coronavirus (COVID-19) quarantines and stay-at home orders.

Lost Hills Environmental, LLC's March 17, 2020, correspondence included the following request:

- A waiver to increase the daily tonnage of biosolids by 500 TPD, not to exceed 2,500 TPD.

Based on this review and pursuant to Title 14, California Code of Regulations (CCR), Article 3, Emergency Waiver of Standards, Section 17210.8, the LEA hereby grants an extension of the March 17, 2020 waiver with the following conditions:

1. All other State Minimum Standards and permit conditions which are not subject to the waiver shall remain in effect;
2. The effective period of H.M. Holloway Landfill's waiver, once granted by the LEA, shall not exceed one-hundred twenty (120) days without prior written approval;
3. H.M. Holloway Landfill's waiver may be modified, cancelled, or revoked by the LEA without advance notice should the LEA determine that any of the following occurs:
 - a. The use of such a waiver will cause or contribute to a public health and safety or environmental problem;

H.M. Holloway Landfill

Subject: Extension of Emergency Waiver of Standards

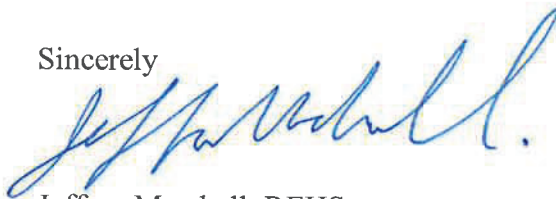
July 15, 2020

Page 2 of 2

- b. The terms of the waiver are not being used expressly to handle the state of emergency or local emergency and are not in the best interest of the public health and safety.
 - c. The waiver is no longer necessary.
 - d. The solid waste facility operator is not utilizing disaster debris diversion programs to the extent feasible;
4. Complies with the reporting requirements as outlined in Title 14, CCR, Article 3, Emergency Waiver of Standards, Section 17210.5, Reporting Requirements for a Solid Waste Facility Operator;
 5. The landfill shall meet all standards specified in the March 17, 2020, Emergency Waiver Request; and
 6. The landfill must continue to meet all regulatory and operational standards described in the H.M. Holloway Landfill Joint Technical Document (JTD) to prevent public nuisances and vector harborage.

If you have any questions or comments, please contact Karen Sanford at (661) 862-8703 or by e-mail at karens@kerncounty.com.

Sincerely



Jeffrey Marshall, REHS
Division Chief, Haz Material & Solid Waste Programs
Kern County Public Health Services Department
Environmental Health Division

JM:ks

Enclosed:

Request for an Emergency Waiver Extension

cc (with attachment):

Christine Karl, CalRecycle

Carlos Cervantez, RWQCB-Central Valley

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

ORDER R5-2022-0028

MODIFYING WASTE DISCHARGE REQUIREMENTS ORDER R5-2010-0123
FOR
LOST HILLS ENVIRONMENTAL, LLC
FOR
OPERATION
LOST HILLS ENVIRONMENTAL LLC
KERN COUNTY

The California Regional Water Quality Control Board, Central Valley Region, (hereafter Central Valley Water Board) finds that:

1. Lost Hills Environmental, LLC (hereafter referred to as Discharger) owns and operates the Lost Hills Environmental LLC (the "Facility") located at 14045 Holloway Road in Lost Hills, CA. The Facility is regulated under Waste Discharge Requirements Order R5-2010-0123, which is amended by this Order. Order No. R5- 2010-0123 remains intact and applicable in all other aspects. The Facility property covers 3,200 acres in portions of Sections 11, 14, 23, 24, and 25, of T26S, R20E, and a portion of Section 30, of T26S, R21E, MDB&M.
2. The Facility is approximately 331 acres in size. Since mining operations have been previously conducted at the landfill area, the landfill consists of a series of open pits previously identified as Pits E, F, G, and F/G Connection Area, with the same nomenclature carried on to the present for the Waste Management Units (WMUs). Pit E no longer accepts waste and was capped in 2007. In 1999, gypsum mining operations were completed within an area located between Pits F and G, which was subsequently included as part of the Landfill disposal operations. This added disposal area was identified as the "Pit F/G Connection Area", because of backfill operations over time within Pit F and the Pit F/G Connection Area, Pit F and the F/G Connection Area have essentially merged to become one pit; therefore, future reference to Pit F as of September 2021 is inclusive of the Pit F/G Connection Area. Currently, the landfill consists of approximately 126 acres of active disposal area (WMU Pits F and G), 46 acres consisting of the capped Pit E, and approximately 69 acres of non-disposal area.
3. Waste Discharge Requirements (WDRs) Order R5-2010-0123, adopted by the Central Valley Water Board on 30 December 2010, prescribes requirements for construction and operation of the Facility.
4. The Discharger submitted a Joint Technical Document (JTD) dated 12 October 2021, which included an Amended Report of Waste Discharge (ROWD). The ROWD proposes the discharge of drill cuttings, slag, granulated silica, industrial

- sand-based waste, compost-derived waste, non-compostable winery pulp/waste, destructed cannabis/marijuana, poultry (non-manure), dead animals, wastewater grit, digestates, wastewater sloughing, shredded polyvinyl chloride pipe, and non-friable asbestos into Pits F and G. The JTD with the additional waste streams were approved by CalRecycle on 23 December 2021.
5. The Discharger proposes to discharge asbestos-containing waste (i.e., >1% asbestos) at the Facility. Although asbestos-containing waste is classified as “hazardous” under California Code of Regulations, title 22 (Title 22), the discharge of such waste does not pose a threat to water quality and is therefore authorized for WMUs as specified in Pit F and G, in accordance with Health & Safety. Code, § 25143.7.
 6. This order modifies Order R5-2010-0123 by adding additional discharge specifications for the discharge of drill cuttings, slag, granulated silica, industrial sand-based waste, compost-derived waste, non-compostable winery pulp/waste, destructed cannabis/marijuana, poultry (non-manure), dead animals, wastewater grit, digestates, wastewater sloughing, shredded polyvinyl chloride pipe and non-friable asbestos. Order R5-2010-0123 remains intact and applicable in all other aspects.

CEQA AND OTHER CONSIDERATIONS

7. The issuance of this Order, which modifies storage requirements of waste at an **existing facility**, with negligible or no expansion of its existing use, is exempt from the procedural requirements of the California Environmental Quality Act (CEQA), Public Resources Code section 21000 et seq., pursuant to California Code of Regulations, title 14, section 15301 (CEQA Guidelines). The discharges authorized under this Order are substantially within parameters established under prior WDRs, particularly with respect to character and volume of discharges.

PROCEDURAL REQUIREMENTS

8. All local agencies with jurisdiction to regulate land use, solid waste disposal, air pollution, and to protect public health have approved the use of this site for the discharges of waste to land stated herein.
9. The Central Valley Water Board notified the Discharger and interested agencies and persons of its intent to prescribe waste discharge requirements for this discharge, and has provided them with an opportunity for a public hearing and an opportunity to submit their written views and recommendations.
10. The Central Valley Water Board, in a public meeting, heard and considered all comments pertaining to the modification of WDRs Order R5-2010-0123.

IT IS HEREBY ORDERED, pursuant to California Water Code Sections 13263 and 13267, that the requirements of WDRs Order R5-2010-0123 is modified as follows:
Discharge Specifications B.5 is added to read as:

B. DISCHARGE SPECIFICATIONS

5. Waste discharge to Pits F and G shall also include the following nonhazardous and non-designated waste:

Waste Material	Classification/Sources	Pit
Drill Cuttings	Industrial	F, G
Slag	Industrial	F, G
Granulated Silica	Industrial	F, G
Compost-Derived Waste	Agricultural/Commercial	F, G
Non-Compostable Winery Pulp/Waste	Agricultural	G
Destructed Cannabis/Marijuana	Agricultural	G
Wastewater Grit	Municipal	G
Poultry Waste (Non-Manure)	Agricultural	G
Digestates	Municipal	G
Industrial Sand-Based Waste	Industrial	F, G
Shredded Polyvinyl Chloride Pipe	Commercial	F, G
Dead Animals	Miscellaneous	G
Non-Friable Asbestos	Commercial	F, G
Wastewater Sloughing	Municipal	G

I, PATRICK PULUPA, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Central Valley Region, on 21 April 2022.

PATRICK PULUPA, Executive Officer

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

ORDER NO. R5-2010-0123

WASTE DISCHARGE REQUIREMENTS
FOR
H.M. HOLLOWAY, INC
H.M. HOLLOWAY SURFACE MINE LANDFILL PROJECT
KERN COUNTY

The California Regional Water Quality Control Board, Central Valley Region, (hereafter Central Valley Water Board) finds that:

1. H.M. Holloway, Incorporated (hereafter Discharger), a California corporation, owns and operates an open-pit gypsum mine located on Holloway Road in Lost Hills. The mine property covers 3,200 acres in portions of Sections 11, 14, 23, 24, and 25, of T26S, R20E, and a portion of Section 30, of T26S, R21E, MDB&M as shown on Attachment A, which is incorporated herein and made part of this order.
2. A 301.36-acre portion of the mine property is designated as the waste management facility (facility). The facility contains four depleted mine pit areas, covering 172.34 acres, that have been designated for waste disposal, as shown on Attachment B, which is incorporated herein and made part of this Order. The facility also includes 129.02 acres of non-disposal area. The facility is comprised of Assessor's Parcel Numbers 057-240-17, 057-240-19, 057-220-16, and 057-240-29.
3. The four depleted mine pit areas designated as waste management units (Units) are Pit E (45.82 acres), Pit F (19.95 acres), Pit G (70.85 acres), and Pit F and G connection area (36.06 acres). The average depth of the Units is 50 feet below ground surface. The depleted gypsum mine pits are being reclaimed in accordance with the Surface Mine and Reclamation Act by discharging up to 2,000 tons per day of industrial waste consisting of fly ash, lime cake, sulfur, treated automobile shredder waste (predominately nonmetallic, solid material including plastic, broken glass, rubber, foam, soil, and fabric), concrete and cement construction rubble, asphalt products (e.g., roofing shingles, reclaimed road surface materials, etc.), shredded automobile tires, shredded plastic, and occasional intermittent thin layers of dewatered bentonite based water-well drilling mud.
4. On 25 April 1997 the Central Valley Water Board adopted Waste Discharge Requirements Order 97-078, in which the facility was designated as an unclassified waste disposal site for the discharge of specific industrial wastes pursuant to Title 23, California Code of Regulations, Section 2510 et seq. (Chapter 15).

5. This Order revises the existing Waste Discharge Requirements to classify the depleted mine pits, based on current and proposed waste streams, as Class III landfills pursuant to Title 27, California Code of Regulations, Section 20005 et seq. (hereafter Title 27). This Order also revises the list of wastes allowed for discharge to include spent sandblast media, and dewatered Class A and Class B municipal biosolids; and to exclude sulfur, shredded plastic, concrete and cement construction rubble, asphalt products, shredded automobile tires, and drilling mud.

SITE DESCRIPTION

6. The facility is along the western edge of the San Joaquin Valley, adjacent to the Lost Hills Oil field in an area with minimal human or livestock habitation, or residential, commercial or agricultural development.
7. The Units are underlain by a thick sequence (maximum depth of investigation 60 feet) of consolidated soils dominated by silts and low-to-medium plasticity clays. Between 15 and 50% montmorillinite clay was identified by X-ray diffraction in soil samples collected from the upper 25 feet of soil beneath Pit E.
8. The measured hydraulic conductivity of the native soils underlying the Units ranges between 1×10^{-6} and 1×10^{-10} centimeters per second.
9. The facility is not located within a fault hazard zone. The San Andreas Fault Zone is approximately 22 miles to the west. The maximum probable earthquake is a magnitude 8.25 on the Richter scale. Peak horizontal ground acceleration would be 0.234g.
10. Land within 1,000 feet of the facility is used for natural grazing, petroleum production, and solid waste disposal.
11. The average annual precipitation is 5.95 inches as measured by the Kern County Water Agency at Lost Hills. The annual average reference evapotranspiration from a grass surface is 67.59 inches per year as measured at Station Wasco 7E by the State of California Department of Water Resources.
12. The 100-year, 24-hour precipitation event is estimated to be 2.5 inches, based on the *Kern County Hydrology Manual, 1992*.
13. No portion of the facility is within a 100-year flood zone. A six- to seven-foot high continuous earthen berm has been constructed around the perimeter of each Unit to prevent surface water entry.
14. There are no municipal, domestic, industrial, or agricultural groundwater supply wells within one mile of the facility. Groundwater monitoring wells are located within one mile to the south. Petroleum production wells exist approximately one-half mile to

the east. No surface springs or other sources of groundwater supply have been observed.

SURFACE AND GROUND WATER CONDITIONS

15. The *Water Quality Control Plan for the Tulare Lake Basin*, Second Edition, revised January 2004 (hereafter Basin Plan), designates beneficial uses, establishes water quality objectives, and contains implementation plans and policies for all waters of the Basin.
16. Surface drainage is toward an unnamed creek in the Lost Hills in the Antelope Plain Hydrologic Area (558.60) of the Tulare Lake Basin. Surface waters in the Antelope Plain Hydrologic Area are designated as Valley Floor Waters in the Basin Plan.
17. The Units are on the floor of the southern San Joaquin Valley. The designated beneficial uses of the Valley Floor Waters, as specified in the Basin Plan, are agricultural supply; industrial service and process supply; water contact and non-contact water recreation; warm freshwater and wildlife habitat; preservation of rare, threatened, and endangered species; and groundwater recharge.
18. The facility is in the Kern County Basin Hydrologic Unit, Detailed Analysis Unit (DAU) 259. The designated beneficial uses of the groundwater, as specified in the Basin Plan for DAU 259, are municipal and domestic water supply, agricultural supply, and industrial service supply.
19. Groundwater occurs in thin, laterally discontinuous and vertically stratified sand lenses found at depths ranging between 60 and 120 feet below the ground surface, or between 20 and 38 feet below the base of the Units. Groundwater elevations range from 323 feet mean sea level (MSL) to 348 feet MSL. The groundwater is unconfined.
20. Monitoring data indicate background groundwater quality has an electrical conductivity (EC) ranging between 5,300 and 10,500 micromhos/cm, and concentrations of total dissolved solids (TDS) ranging from 4,900 to 7,460 milligrams per liter (mg/l) with an average concentration of 6,015 mg/l. Therefore, the first encountered groundwater exceeds the recommended secondary maximum contaminant level (MCL) of TDS for drinking water which is 500 mg/l.
21. The first encountered groundwater exceeds the primary MCLs for drinking water for selenium and nitrate (as nitrate) of 50 micrograms per liter ($\mu\text{g/l}$) and 45 mg/l respectively. Selenium ranged from 57 to 219 $\mu\text{g/l}$ and nitrate ranged from 14 to 598 mg/l. Secondary drinking water standards were also exceeded for manganese (50 $\mu\text{g/l}$), chloride (250 mg/l), and sulfate (250 mg/l).

22. First encountered groundwater also exceeds several agricultural water quality limits, including those for chloride, molybdenum, selenium, EC, and TDS.
23. Due to the nature of the occurrence of the groundwater in discreet sandy-lenses (see Finding No. 19), there is no discernable direction of groundwater flow, groundwater gradient, or groundwater velocity.
24. Waste constituents have not been detected above background concentrations in groundwater since monitoring began in 1995.

WASTE CLASSIFICATION AND UNIT CLASSIFICATION

25. The Discharger disposes of nonhazardous solid wastes (see Finding Nos. 3 and 5) as defined in Section 20164 of Title 27.
26. Auto shredder waste typically contains concentrations of heavy metals and polychlorinated biphenyls (PCBs) in excess of total and soluble threshold limit values established for classification as hazardous waste in accordance with Title 22, California Code of Regulations, Section 66001 et seq. (Title 22). However, auto shredder waste characterized as hazardous, and whose generators have received approval from the Department of Toxic Substances Control in accordance with 66260.200(f) of Title 22, can be managed as a nonhazardous waste.
27. Waste determined by the Department of Toxic Substances Control for management as nonhazardous waste in accordance with 66260.200(f) of Title 22, is classified as 'designated' waste in accordance with Section 13173(a) of the California Water Code.
28. Section 20200(a)(1) of Title 27 allows the discharge of 'designated' waste to waste management units other than Class II units, provided that the discharger establishes to the satisfaction of the regional water board, that the waste presents a lower risk of water quality degradation than indicated by its classification.
29. During separation of metallic materials from automobile shredder waste, the non-metallic portion undergoes a treatment process that stabilizes any heavy metals that are still present and results in a less reactive waste.
30. Treated auto shredder waste accepted for disposal has consistently contained concentrations of soluble PCBs, soluble metals, and volatile organic compounds that, based upon the site characteristics (see Finding Nos. 7, 8, 11, 20, 21, and 22), present a lower risk of water quality degradation at this site than indicated by its classification as a 'designated' waste.
31. The site characteristics where the Units are located (see Finding No. 8) meet the siting criteria for a new Class III landfill contained in Section 20260(a) and (b)(1) of

Title 27. As such, the site is suitable for operating new Units or lateral expansions of existing Units for the discharge and containment of the wastes described in Finding No. 15, without the construction of additional waste containment features contained in Section 20260(b)(2) of Title 27 and State Water Resources Control Board Resolution No. 93-62.

DETECTION MONITORING PROGRAM

32. The groundwater detection monitoring system, initiated in the second quarter of 1995, consists of 12 monitoring wells. Three wells monitor Pit E, three wells monitor Pit F, four wells monitor Pit G, and two wells monitor the Pits F and G connection area.
33. The Discharger's detection monitoring program for groundwater satisfies the requirements contained in Title 27.
34. The Discharger was not required by Chapter 15 to conduct unsaturated zone monitoring since the Units were unclassified.
35. Pit G, when built for waste disposal, will include a leachate collection and removal system. The vadose zone will be monitored by the inclusion of a pan lysimeter beneath the leachate collection sump of the leachate collection and removal system. The Discharger adequately demonstrated that it is impractical to retrofit Pits E and F to monitor the unsaturated zone.
36. The Discharger's proposed detection monitoring program for the unsaturated zone will satisfy the requirements contained in Title 27.
37. There is no surface water at or adjacent to the facility for the Discharger to monitor.
38. Volatile organic compounds (VOCs) are often detected in a release from a landfill. Since VOCs are not naturally occurring and thus have no background value, they are not amenable to the statistical analysis procedures contained in Title 27 for the determination of a release of wastes from a Unit.
39. Because the Units were previously unclassified, a water quality protection standard (WQPS) has not been established pursuant to Title 27. This Order requires the Discharger to submit a WQPS report that reflects recent and historical monitoring data and monitoring points. (see Detection Monitoring Specification E.4).
40. Title 27, Sections 20415(e)(8) and (9) provide for the non-statistical evaluation of monitoring data that will provide the best assurance of the earliest possible detection of a release from a Unit in accordance with Title 27 Section 20415(b)(1)(B)2.-4. However, Title 27 does not specify a specific method for non-statistical evaluation of monitoring data.

41. The Central Valley Water Board may specify a non-statistical data analysis method pursuant to Title 27 Section 20080(a)(1). Section 13360(a)(1) of the California Water Code allows the Central Valley Water Board to specify requirements to protect groundwater or surface waters from leakage from a solid waste site, which includes a method to provide the best assurance of determining the earliest possible detection of a release.
42. In order to provide the best assurance of the earliest possible detection of a release of non-naturally occurring waste constituents from a Unit, this Order specifies a non-statistical method for the evaluation of monitoring data.
43. The specified non-statistical method for evaluation of monitoring data provides two criteria (or triggers) for making the determination that there has been a release of non-naturally occurring waste constituents from a Unit. The presence of two non-naturally occurring waste constituents above their respective method detection limit (MDL), or one non-naturally occurring waste constituent detected above its practical quantitation limit (PQL), indicates that a release of waste from a Unit has occurred. Following an indication of a release, verification testing will be conducted to determine whether there has been a release from the Unit, or there is a source of the detected constituents other than the landfill, or the detection was a false detection. Although the detection of one non-naturally occurring waste constituent above its MDL is sufficient to provide for the earliest possible detection of a release, the detection of two non-naturally occurring waste constituents above the MDL as a trigger is appropriate due to the higher risk of false-positive analytical results and the corresponding increase in sampling and analytical expenses from the use of one non-naturally occurring waste constituent above its MDL as a trigger.

DESIGN OF WASTE MANAGEMENT UNIT

44. Section 20080(b) of Title 27 allows the Central Valley Water Board to consider the approval of an engineered alternative to the prescriptive standard. In order to approve an engineered alternative in accordance with Section 20080(c)(1) or (2), the Discharger must demonstrate that the prescriptive design is unreasonably and unnecessarily burdensome or will cost substantially more than an alternative which will meet the criteria contained in Section 20080(b), or would be impractical and would not promote attainment of applicable performance standards. The Discharger must also demonstrate that the proposed engineered alternative liner system is consistent with the performance goal in accordance with Sections 20240, 20260, and 20310 of Title 27, and provides protection against water quality impairment equivalent to the prescriptive standard in accordance with Section 20080(b)(2) of Title 27.
45. Section 13360(a)(1) of the California Water Code allows the Central Valley Water Board to specify the design, type of construction, and/or particular manner in which

compliance must be met in waste discharge requirements or orders for the discharge of waste at solid waste disposal facilities.

46. The Discharger proposes to construct a waste containment system which will be designed, constructed, and operated to prevent degradation of waters of the state during disposal operations, closure, and the post-closure maintenance period in accordance with the criteria set forth in Title 27 for a Class III waste management unit.
47. The waste containment system consists of, from the bottom up:
 - a. Naturally occurring geologic materials prepared and conditioned to prevent the migration of waste constituents to groundwater and to convey leachate to the leachate collection sump.
 - b. A leachate collection and removal system drainage layer consisting of either appropriate selected geologic materials or a geonet/geocushion.
 - c. An operations layer designed to protect the leachate collection and removal system.
48. The leachate collection and removal system will be constructed to convey leachate from Pit G to a sump on the west side of the Unit. The leachate collection pump will detect the level of leachate in the sump and remove leachate to an aboveground storage tank when the leachate reaches a designated level to ensure adequate freeboard is maintained in the sump at all times. The minimum capacity of leachate collection and removal system will meet or exceed twice the maximum anticipated daily volume of leachate.
49. The Discharger demonstrated that site characteristics alone, without a liner, meet the performance goal contained in Section 20310 of Title 27. The demonstration utilized a mathematical model to predict fate and transport of waste constituents discharged to the Units. Results of the model and past performance of the existing Units demonstrate that the proposed Unit design will ensure no impairment of beneficial uses of surface water or groundwater beneath or adjacent to the landfill in accordance with Section 20260(b)(1) of Title 27.
50. The unsaturated zone will be monitored by the construction of a pan lysimeter installed beneath the leachate collection pumps of the leachate collection and removal system. If leachate is produced, it will collect in the leachate collection sumps until a sufficient depth of leachate is attained to operate the collection pumps efficiently. Therefore, the most likely location that leachate could penetrate the surrounding geologic materials is beneath the collection sumps.

CEQA AND OTHER CONSIDERATIONS

51. The County of Kern, Board of Supervisors, certified the final environmental impact report for the project described in Finding No. 2 on 1 April 2008. The County of Kern filed a Notice of Determination on 14 April 2008 in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) and CEQA guidelines (14 CCR Section 15000 et seq.). The Central Valley Water Board considered the environmental impact report and incorporated mitigation measures from the environmental impact report into these waste discharge requirements designed to prevent potentially significant impacts to design facilities and to water quality.
52. This order implements:
- a. *The Water Quality Control Plan for the Tulare Lake Basin*, Second Edition, revised January 2004;
 - b. The prescriptive standards and performance goals of Chapters 1 through 7, Subdivision 1, Division 2, Title 27, of the California Code of Regulations, effective 18 July 1997, and subsequent revisions.
53. Section 13267(b) of California Water Code provides that: "In conducting an investigation specified in subdivision (a), the regional board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposed to discharge within its region, or any citizen or domiciliary, or political agency or entity of this state who had discharged, discharges, or is suspected of having discharged or discharging, or who proposed to discharge waste outside of its region that could affect the quality of the waters of the state within its region shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs of these reports, shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports."
54. The technical reports required by this Order and the attached "Monitoring and Reporting Program No. R5-2010-0123" are necessary to assure compliance with these waste discharge requirements. The Discharger owns and operates the facility that discharges the waste subject to this Order.
55. This order requires full containment of wastes and does not permit degradation of surface water or groundwater. Further antidegradation analysis is therefore not needed. The discharge is consistent with the antidegradation provisions of State Water Resources Control Board Resolution No. 68-16.

PROCEDURAL REQUIREMENTS

56. The Central Valley Water Board notified the Discharger and interested agencies and persons of its intent to prescribe waste discharge requirements for this discharge, and has provided them with an opportunity for a public hearing and an opportunity to submit their written views and recommendations.
57. The Central Valley Water Board, in a public meeting, heard and considered all comments pertaining to the discharge.
58. Any person affected by this action of the Central Valley Water Board may petition the State Water Resources Control Board to review the action in accordance with Sections 2050 through 2068, Title 23, California Code of Regulations. The petition must be received by the State Water Resources Control Board, Office of Chief Counsel, P.O. Box 100, Sacramento, California 95812, within 30 days of the date of issuance of this Order. Copies of the laws and regulations applicable to the filing of a petition are available on the Internet at http://www.waterboards.ca.gov/laws_regulations/index.shtml and will be provided on request.

IT IS HEREBY ORDERED, pursuant to Sections 13263 and 13267 of the California Water Code, that Order No. 97-078 is rescinded, and that H.M. Holloway, Inc., its agents, successors, and assigns, in order to meet the provisions of Division 7 of the California Water Code and the regulations adopted thereunder, shall comply with the following:

A. PROHIBITIONS

1. The discharge of 'hazardous waste' at this facility is prohibited. The discharge of 'designated waste', except for treated auto shredder waste, at this facility is prohibited. For the purposes of this Order the terms 'hazardous waste' is as defined in Title 23, California Code of Regulations, Section 2510 et seq., and 'designated waste' is as defined in Section 20210 of Title 27.
2. The discharge of wastes outside of a Unit or portions of a Unit specifically designed for their containment is prohibited.
3. The discharge of waste to a closed Unit is prohibited.
4. The discharge of solid waste, liquid waste, leachate, or waste constituents to surface waters, surface water drainage courses, or groundwater is prohibited.

B. DISCHARGE SPECIFICATIONS

1. Wastes shall only be discharged into, and shall be confined to, a Unit specifically designed for their containment.
2. The discharge shall remain within the designated disposal areas at all times.
3. Wastes discharged to a Unit shall be limited to the following: ash, lime cake, treated automobile shredder waste (predominately nonmetallic, solid material including plastic, broken glass, rubber, foam, soil, and fabric), dewatered Class A and Class B municipal biosolids, and spent sandblast media.
4. Dewatered Class A and Class B municipal biosolids shall only be discharged to a Unit which contains a leachate collection and removal system.

C. FACILITY SPECIFICATIONS

1. The Discharger shall, in a timely manner, remove and relocate any wastes discharged at this facility in violation of this Order.
2. The Discharger shall immediately notify the Central Valley Water Board of any flooding, unpermitted discharge of waste off-site, equipment failure, slope failure, or other change in site conditions which could impair the integrity of waste or precipitation and drainage control structures.
3. If monitoring reveals substantial or progressive increases of leachate generation above the design leachate flow volume of a Unit or portion of a Unit, such that the depth of fluid on any portion of the leachate collection and removal system (excluding the leachate removal pump sump) exceeds 30 cm, the Discharger shall immediately notify the Central Valley Water Board in writing within seven days. The notification shall include a timetable for remedial or corrective action necessary to achieve compliance with the leachate depth limitation.
4. Water used for facility maintenance shall be limited to the minimum amount necessary for dust control and construction.
5. The Discharger shall maintain in good working order any facility, control system, or monitoring device installed to achieve compliance with the waste discharge requirements.

6. Methane and other landfill gases shall be adequately vented, removed from the Unit, or otherwise controlled to prevent the danger of adverse health effects, nuisance conditions, degradation, or the impairment of the beneficial uses of surface water or groundwater due to migration through the unsaturated zone.
7. The Units shall be designed, constructed and operated to prevent inundation or washout due to flooding events with a 100-year return period.
8. Surface drainage within the waste management facility shall either be contained on-site or be discharged in accordance with applicable storm water regulations.
9. The Discharger shall maintain a Storm Water Pollution Prevention Plan and Monitoring Program and Reporting Requirements in accordance with State Water Resources Control Board Order No. 97-03-DWQ, or retain all storm water on-site, until closure of the landfill is complete and approved.
10. Annually, prior to the anticipated rainy season, any necessary erosion control measures shall be implemented, and any necessary construction, maintenance, or repairs of precipitation and drainage control facilities shall be completed to prevent erosion or flooding of the site.

D. CONSTRUCTION SPECIFICATIONS

1. The Discharger shall submit for Executive Officer review and approval either prior to, or concurrent with, submission of the Construction Quality Assurance Plan as per Construction Specification D.2.a., below, a Design Report for each expansion cell of the proposed Unit that includes detailed plans, specifications, and descriptions for the liner components and leachate collection and removal system components. The Design Report shall incorporate design rationale, with supporting calculations, for all components of the proposed containment system, and shall describe design details that allow for annual integrity testing of the leachate collection and removal system to demonstrate whether the leachate collection and removal system was designed and is operating to function without clogging, pursuant to Section 20340(d) of Title 27.
2. The Discharger shall submit for Executive Officer review and approval **at least 90 days** prior to construction, design plans and specifications for a Unit that includes the following:

- a. A Construction Quality Assurance Plan meeting the requirements of Section 20324 of Title 27; and
 - b. A geotechnical evaluation of the area soils, evaluating their use as the base of the waste containment system; and
 - c. An unsaturated zone monitoring system, which is demonstrated to remain effective throughout the active life, closure, and post-closure maintenance periods of the Unit in accordance with Section 20415(d) of Title 27.
3. The waste containment system of a Unit shall be constructed in accordance with the following design, in ascending order, that has been demonstrated by the Discharger to meet the performance standards of Title 27:
- a. A subgrade prepared in an appropriate manner using accepted engineering and construction methods that provides a surface that is smooth and free from rocks, sticks, and other debris that could damage or otherwise limit the performance of the leachate collection and removal system.
 - b. A leachate collection and removal system (if biosolids will be discharged to the Unit).
 - c. A nonwoven cushion geotextile of appropriate weight.
 - d. An operations layer of appropriate material to allow drainage of leachate to and through the leachate collection and removal system and provide a working surface protective of the leachate collection and removal system.
4. The Discharger may propose changes to the waste containment system design prior to construction, provided that approved components are not eliminated, the engineering properties of the components are not substantially reduced, and the proposed waste containment system results in the protection of water quality equal to or greater than the design prescribed by this Order. The proposed changes may be made following approval by the Executive Officer. Substantive changes to the design require reevaluation and approval by the Central Valley Water Board.
5. The leachate collection and removal system shall be designed and operated so that there is no buildup of hydraulic head on the base or sideslopes of the waste containment system.

6. Materials used to construct a leachate collection and removal system shall have appropriate physical and chemical properties to ensure the required transmission of leachate over the life of the Unit and the post-closure maintenance period.
7. Construction shall proceed only after all applicable construction quality assurance plans have been approved by Executive Officer.
8. Following the completion of construction of any portion of a Unit, and prior to discharge to the newly constructed Unit, the final documentation required in Section 20324(d)(1)(C) of Title 27 shall be submitted to the Executive Officer for review and approval. The report shall be certified by a registered civil engineer or a certified engineering geologist. It shall contain sufficient information and test results to verify that construction was in accordance with the design plans and specifications, and with the prescriptive standards and performance goals of Title 27.
9. A third party independent of both the Discharger and the construction contractor shall perform all of the construction quality assurance monitoring and testing during the construction of a waste containment system.
10. Precipitation and drainage control systems shall be designed, constructed and maintained to accommodate the anticipated volume of precipitation and peak flows from surface runoff under 100-year, 24-hour precipitation conditions.
11. Closure shall not proceed in the absence of closure waste discharge requirements.

E. MONITORING SPECIFICATIONS

1. The Discharger shall comply with Monitoring and Reporting Program No. R5-2010-0123, which is incorporated into and made part of this Order.
2. The Discharger shall provide Central Valley Water Board staff a minimum of **one week** notification prior to commencing any field activities related to the installation, repair, or abandonment of monitoring devices. At the beginning of each sampling period, in accordance with Section B. Reporting of Monitoring and Reporting Program No. R5-2010-0123, a schedule shall be submitted listing anticipated sampling dates for that reporting period.
3. The Discharger shall comply with the detection monitoring program provisions of Title 27 for groundwater and the unsaturated zone in

accordance with Monitoring and Reporting Program No. R5-2010-0123, which is incorporated into and made part of this Order.

4. The Discharger shall establish and comply with the Water Quality Protection Standard (as defined in Section 20390 of Title 27), which is specified in Monitoring and Reporting Program No. R5-2010-0123 and the Standard Provisions and Reporting Requirements, dated April 2000. By **30 April 2011**, the Discharger shall submit a Water Quality Protection Standard that meets the requirements of Section 20390 of Title 27.
5. The Water Quality Protection Standard for compounds which are not naturally occurring and not detected in background groundwater samples shall be taken as the detection limit of the analytical method used (i.e., USEPA methods 8260 and 8270). The presence of non-naturally occurring compounds in samples from detection monitoring wells is evidence of a release from the Unit unless the Discharger can demonstrate that the Unit is not the cause pursuant to Section 20420(k)(7) of Title 27.
6. The concentrations of the constituents of concern in waters passing the Point of Compliance shall not exceed the concentration limits established pursuant to Monitoring and Reporting Program No. R5-2010-0123.
7. For each monitoring event, the Discharger shall determine whether the landfill is in compliance with the Water Quality Protection Standard using procedures specified in Monitoring and Reporting Program No. R5-2010-0123 and Section 20415(e) of Title 27.
8. For any given monitored medium, the samples taken from all monitoring points and background monitoring points to satisfy the data analysis requirements for a given reporting period shall all be taken **within a span not to exceed 30 days**, unless the Executive Officer approves a longer time period, and shall be taken in a manner that ensures sample independence to the greatest extent feasible.
9. **By 30 April 2011**, the Discharger shall submit an updated Sample Collection and Analysis Plan. Sample collection, storage, and analysis shall be performed according to the most recent version of USEPA Methods, such as the latest editions, as applicable, of: (1) Methods for the Analysis of Organics in Water and Wastewater (USEPA 600 Series), (2) Test Methods for Evaluating Solid Waste (SW-846, latest edition), and (3) Methods for Chemical Analysis of Water and Wastes (USEPA 600/4-79-020), and in accordance with the approved Sample Collection and Analysis Plan.

10. If methods other than USEPA-approved methods or Standard Methods are used, a detailed description of the methodology shall be submitted for review and approval by the Executive Officer prior to use.
11. The **methods of analysis and the detection limits** used shall be appropriate for the expected concentrations. For the monitoring of any constituent or parameter that is found in concentrations which produce more than 90% non-numerical determinations (i.e., "trace" or "ND") in data from Background Monitoring Points for that medium, the analytical method having the MDL shall be selected from among those methods which would provide valid results in light of any matrix effects or interferences.
12. **"Trace" results** - results falling between the MDL and the PQL - shall be reported as such, and shall be accompanied both by the estimated MDL and PQL values for that analytical run.
13. **MDLs and PQLs** shall be derived by the laboratory for each analytical procedure, according to State of California laboratory accreditation procedures. These MDLs and PQLs shall reflect the detection and quantitation capabilities of the specific analytical procedure and equipment used by the lab, rather than simply being quoted from USEPA analytical method manuals. In relatively interference-free water, laboratory-derived MDLs and PQLs are expected to closely agree with published USEPA MDLs and PQLs.
14. If the laboratory suspects that, due to a change in matrix or other effects, the true detection limit or quantitation limit for a particular analytical run differs significantly from the laboratory-derived MDL/PQL values, the results shall be flagged accordingly, along with estimates of the detection limit and quantitation limit actually achieved. **The MDL shall always be calculated such that it represents the lowest achievable concentration associated with a 99% reliability of a nonzero result.** The PQL shall always be calculated such that it represents the lowest constituent concentration at which a numerical value can be assigned with reasonable certainty that it represents the constituent's actual concentration in the sample. Normally, PQLs should be set equal to the concentration of the lowest standard used to calibrate the analytical procedure.
15. The Quality Assurance/Quality Control (**QA/QC**) **data** shall be reported, along with the sample results to which they apply, including the method, equipment, and analytical detection and quantitation limits, the percent recovery, an explanation for any recovery that falls outside the QC limits,

the results of equipment and method blanks, the results of spiked and surrogate samples, the frequency of quality control analysis, and the name and qualifications of the person(s) performing the analyses. Sample results shall be reported unadjusted for blank results or spike recoveries. In cases where contaminants are detected in QA/QC samples (i.e., field, trip, or lab blanks), the accompanying sample results shall be appropriately flagged.

16. **Unknown chromatographic peaks** shall be reported, along with an estimate of the concentration of the unknown analyte. When unknown peaks are encountered, second column or second method confirmation procedures shall be performed to attempt to identify and more accurately quantify the unknown analyte.
17. The statistical method shall account for data below the PQL with one or more statistical procedures that are protective of human health and the environment. Any PQL validated pursuant to Section 20415(e)(7) of Title 27 that is used in the statistical method shall be **the lowest concentration (or value) that can be reliably achieved** within limits of precision and accuracy specified in this Order for routine laboratory operating conditions that are available to the facility. The Discharger's technical report, pursuant to Section 20415(e)(7) of Title 27, shall consider the PQLs listed in Appendix IX to Chapter 14 of Division 4.5 of Title 22, California Code of Regulations, for guidance when specifying limits of precision and accuracy. For any given constituent monitored at a background or downgradient monitoring point, an indication that falls between the MDL and the PQL for that constituent (hereinafter called a "trace" detection) shall be identified and used in appropriate statistical or nonstatistical tests. Nevertheless, for a statistical method that is compatible with the proportion of censored data (trace and ND indications) in the data set, the Discharger can use the laboratory's concentration estimates in the trace range (if available) for statistical analysis, in order to increase the statistical power by decreasing the number of "ties."
18. The Discharger may propose an alternate statistical method [to the methods listed under Section 20415(e)(8)(A-D) of Title 27] in accordance with Section 20415(e)(8)(E) of Title 27, for review and approval by the Executive Officer. Upon receiving written approval from the Executive Officer, alternate statistical procedures may be used for determining the significance of analytical results for common laboratory contaminants (i.e., methylene chloride, acetone, diethylhexyl phthalate, and di-n-octyl phthalate). The analytical results involving detection of these analytes in

any background or downgradient sample shall be reported and flagged for easy reference by Central Valley Water Board staff.

19. The Discharger shall use the following nonstatistical method specified in Detection Monitoring Specification E.20 for all constituents which are not amenable to the statistical tests above (i.e., less than 10% of the data from background samples that equal or exceed their respective MDL). This includes all constituents in the Monitoring Parameters and for all Constituents of Concern (COC) found in groundwater and unsaturated zone (in soil-pore liquid or gas). Each constituent at a monitoring point shall be determined to meet this criterion based on either:
 - a. The results from a single sample for that constituent, taken during that reporting period from that monitoring point; or
 - b. If more than one sample has been taken during a reporting period from a monitoring point, the results from the sample which contains the largest number of qualifying constituents shall be used.

Background for water samples shall be represented by the data from all samples taken from applicable background monitoring points during that reporting period (at least one sample from each background monitoring point). The Discharger may propose an alternate statistical method [to the methods listed under 27 Section 20415(e)(8)(A-D)] in accordance with Section 20415(e)(8)(E) of Title 27, for review and approval by the Executive Officer.

20. The nonstatistical method shall be implemented as follows:
 - a. For every compliance well, regardless of the monitoring program, the Discharger shall use this data analysis method, jointly, for all monitoring parameters and COCs that are detected in less than 10% of background samples. Any COC that triggers a discrete retest per this method shall be added to the monitoring parameter list.

Triggers — From the monitoring parameters and COC list identify each constituent in the current sample that exceeds either its respective MDL or PQL. The Discharger shall conclude that the exceedance provides a preliminary indication [or, for a retest, provide a measurably significant indication] of a change in the nature or extent of the release, at that well, if either:

- 1) The data contains two or more qualifying monitoring parameters and/or COCs that are detected in less than 10% of background samples that equal or exceed their respective MDLs; or

- 2) The data contains one qualifying monitoring parameter and/or COC that equals or exceeds its PQL.
- b. Discrete Retest [Title 27, Section 20415(e)(8)(E)]:
 - 1) In the event that the Discharger concludes (pursuant to paragraph 20.a., above) that there is a preliminary indication, then the Discharger shall immediately notify Central Valley Water Board staff by phone or e-mail and, within 30 days of such indication, shall collect two new (retest) samples from the indicating compliance well.
 - 2) For any given compliance well retest sample, the Discharger shall include, in the retest analysis, only the laboratory analytical results for those constituents indicated in that well's original test. As soon as the retest data are available, the Discharger shall apply the same test [under 20.a.], to separately analyze each of the two suites of retest data at that compliance well.
 - 3) If either (or both) of the retest samples meets either (or both) of the triggers under 20.a., then the Discharger shall conclude that there is a measurably significant increase at that well for the constituent(s) indicated in the validating retest sample(s).
21. If the Executive Officer determines, after reviewing the submitted report, that the detected constituent(s) most likely originated from the Unit(s), the Discharger shall immediately implement the requirements of Section XI. Response To A Release, C. Release Has Been Verified, contained in the Standard Provisions and Reporting Requirements.

F. PROVISIONS

1. In the event the Discharger does not comply or will be unable to comply with any prohibition or limitation of this Order for any reason, the Discharger shall notify the appropriate Central Valley Water Board office by telephone as soon as it or its agents have knowledge of such noncompliance or potential for noncompliance, and shall confirm this notification in writing within two weeks. The written notification shall state the nature, time, and cause of noncompliance, and shall describe the measures being taken to prevent recurrences and shall include a timetable for corrective actions.
2. The Discharger shall maintain a copy of this Order at the facility until completion of closure and make it available at all times to facility

maintenance personnel, who shall be familiar with its contents, and to regulatory agency personnel.

3. The Discharger shall comply with all applicable provisions of Title 27 that are not specifically referred to in this Order.
4. The Discharger shall comply with the applicable portions of the *Standard Provisions and Reporting Requirements for Waste Discharge Requirements for Nonhazardous Solid Waste Discharges Regulated by Title 27 and/or Subtitle D (27 Section 20005 et seq. and 40 CFR 258 et seq.)*, dated April 2000, which is hereby incorporated into this Order.
5. All reports and transmittal letters shall be signed by persons identified below:
 - a. For a corporation: by a principal executive officer of at least the level of senior vice-president.
 - b. For a partnership or sole proprietorship: by a general partner or the proprietor.
 - c. For a municipality, state, federal or other public agency: by either a principal executive officer or ranking elected or appointed official.
 - d. A duly authorized representative of a person designated in a, b or c above if;
 - 1) The authorization is made in writing by a person described in a, b, or c of this provision;
 - 2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a Unit, superintendent, or position of equivalent responsibility. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and
 - 3) The written authorization is submitted to the Central Valley Water Board.
 - e. Any person signing a document under this Section shall make the following certification:

“I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all

attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.”

- f. Section §6700 - §6799 and §7800 - §7887 of the California Code of Regulations (Business and Professions Code), requires that all technical reports (including self-monitoring reports where analytical work and evaluations are required) be prepared by a registered professional or subordinate employee under his or her direction. If the report is prepared by the subordinate employee then the registered professional is required to sign the report indicating his or her responsibility for the report. Self monitoring reports include an interpretation of analytical data and therefore require the signature of an appropriately registered professional in accordance with the §6700 - §6799 and/or §7800 - §7887 of the California Code of Regulations, Business & Professional Code. Technical reports submitted by the Discharger without the signature of an appropriately registered professional will be incomplete and shall be rejected.
6. The Discharger shall take all reasonable steps to minimize any adverse impact to the waters of the State resulting from noncompliance with this Order. Such steps shall include accelerated or additional monitoring as necessary to determine the nature, extent, and impact of the noncompliance.
7. The owner of the waste management facility shall have the continuing responsibility to assure protection of waters of the state from discharged wastes and from gases and leachate generated by discharged waste during the closure and post-closure maintenance period of the Unit(s) and during subsequent use of the property for other purposes.
8. If the Discharger or the Central Valley Water Board determines that the corrective action program is not adequate (i.e. does not satisfy the provisions of Section 20430 of Title 27), the Discharger shall, within 90 days of making the determination, or of receiving written notification from the Central Valley Water Board of such determination, submit an amended report of waste discharge (RWD) to make appropriate changes to the program. The amended RWD shall include the following:
 - a. A discussion as to why existing corrective action measures have been ineffective or insufficient.

- b. A revised evaluation monitoring plan if necessary to further assess the nature and extent of the release.
 - c. A discussion of corrective action needs and options.
 - d. Proposed additional corrective action measures, as necessary, for:
 - 1) Source control;
 - 2) Groundwater cleanup; and/or
 - 3) Landfill gas control.
 - e. A plan to monitor the progress of corrective action measures consistent with Monitoring and Reporting Program No. R5-2010-0123.
 - f. Cost estimates for implementing additional corrective action, including monitoring.
 - g. An implementation schedule.
9. The fact that it would be necessary to halt or reduce the permitted activity in order to maintain compliance with this Order shall not be regarded as a defense for the Discharger's violation of the Order.
10. To assume ownership or operation under this Order, the succeeding owner or operator must apply in writing to the Central Valley Water Board requesting transfer of the Order within 14 days of assuming ownership or operation of this facility. The request must contain the requesting entity's full legal name, the State of incorporation if a corporation, the name and address and telephone number of the persons responsible for contact with the Central Valley Water Board, and a statement. The statement shall comply with the signatory requirements contained in Provision F.6 and state that the new owner or operator assumes full responsibility for compliance with this Order. Failure to submit the request shall be considered a discharge without requirements, a violation of the California Water Code. Transfer of this Order shall be approved or disapproved by the Central Valley Water Board.
11. The Discharger shall establish and maintain an approved cost estimate for initiating and completing corrective action for all known or foreseeable releases from the landfill.

12. The Discharger shall conduct an annual review of the financial assurance for initiating and completing corrective action, and submit a report for Executive Officer review and approval by 30 June of each year. The assurances of financial responsibility shall provide that funds for corrective action shall be available to the Central Valley Water Board upon the issuance of any order under California Water Code, Division 7, Chapter 5. The Discharger shall adjust the cost annually to account for inflation and any changes in facility design, construction, or operation.
13. The Discharger shall conduct an annual review of the financial assurance for closure and post-closure maintenance, and submit a report for Executive Officer review and approval by 30 June of each year. The assurances of financial responsibility shall provide that funds for closure and post-closure maintenance shall be available to the Central Valley Water Board upon the issuance of any order under California Water Code, Division 7, Chapter 5. The Discharger shall adjust the cost annually to account for inflation and any changes in facility design, construction, or operation.
14. The Discharger shall complete the tasks contained in these waste discharge requirements in accordance with the following time schedule:

<u>Task</u>	<u>Compliance Date</u>
A. Construction Plans	
Submit construction and design plans for Executive Officer review and approval. (see Construction Specification D.2)	At Least 90 Days Prior to Construction
B. Water Quality Protection Standard	
Submit a Water Quality Protection Standard that meets the requirements of Section 20390 of Title 27. (see Detection Monitoring Specification E.4)	30 April 2011

<u>Task</u>	<u>Compliance Date</u>
C. Financial Assurance Review	
1. Annual Review of Financial Assurance for initiating and completing corrective action. (see Provision F.12.)	30 June each year
2. Annual Review of Financial Assurance for closure and post-closure maintenance. (see Provision F.13.)	30 June each year

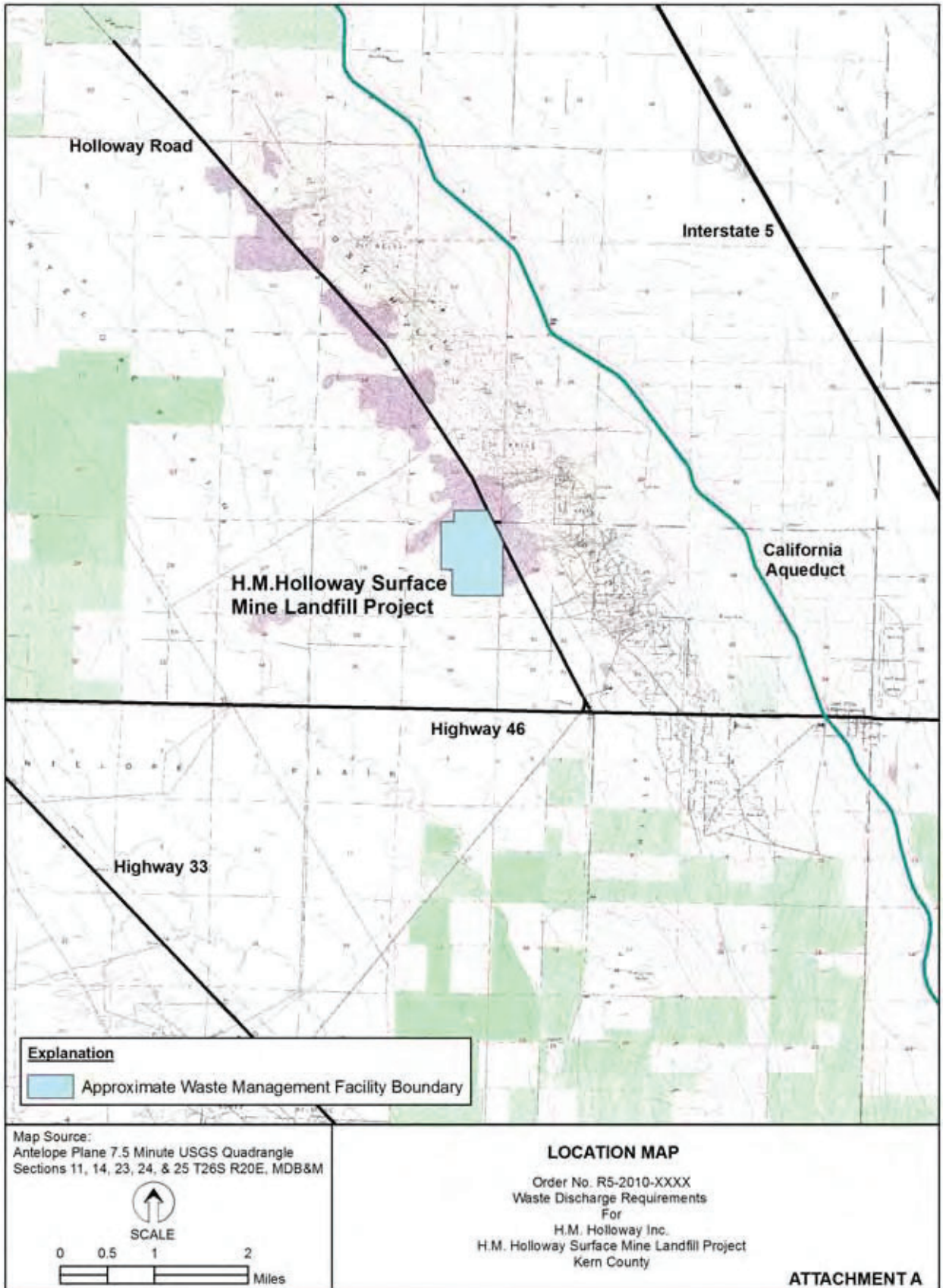
If, in the opinion of the Executive Officer, the Discharger fails to comply with the provision of this Order, the Executive Officer may apply to the Attorney General for judicial enforcement or issue a complaint for Administrative Civil Liability.

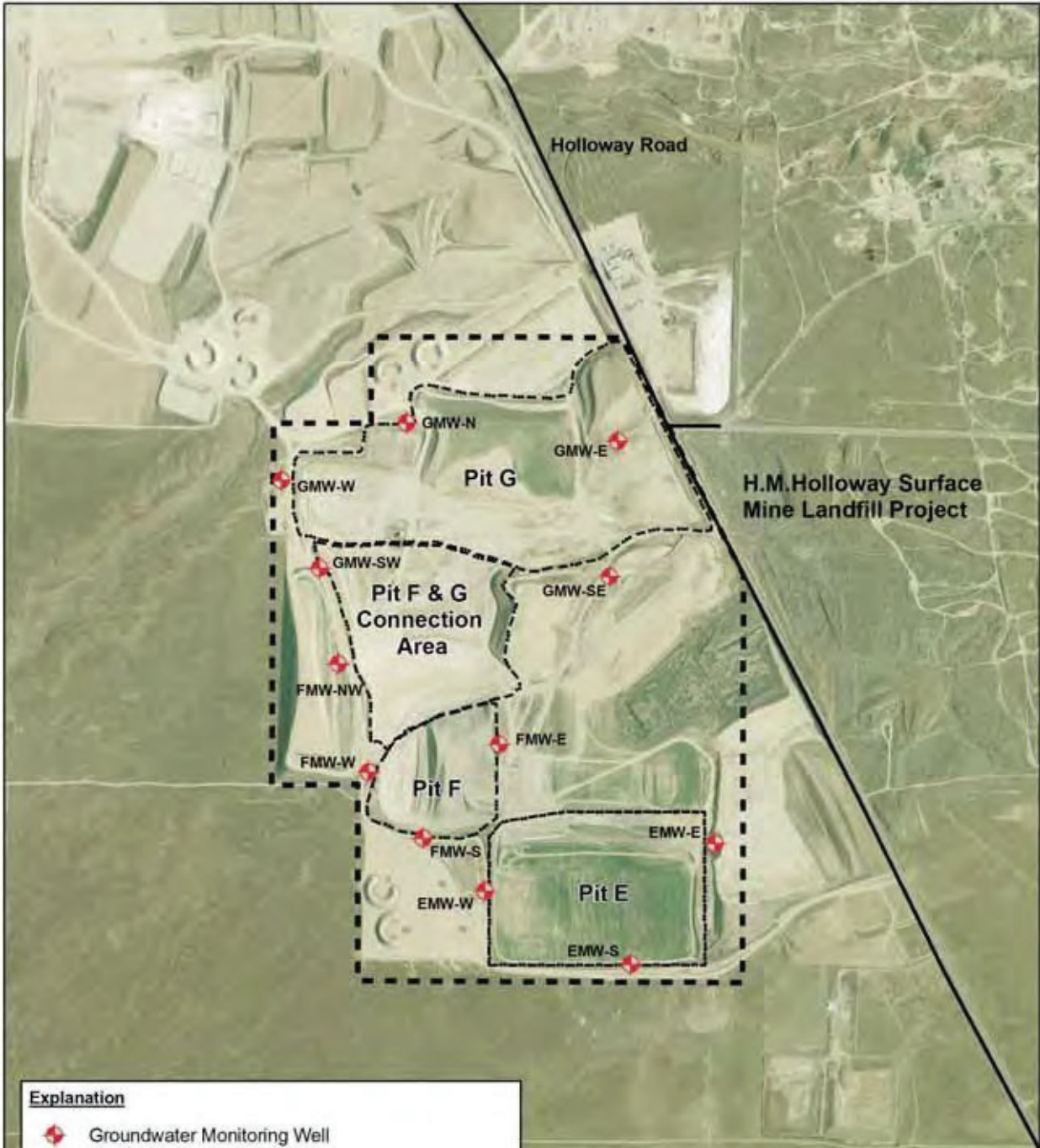
I, PAMELA CREEDON, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Central Valley Region, on 10 December 2010.

Original signed by:

PAMELA CREEDON, Executive Officer

REH

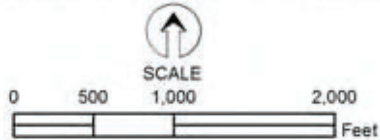




Explanation

- Groundwater Monitoring Well
- Approximate Waste Management Facility Boundary
- Approximate Pit Outline

Map Source:
 Antelope Plane 7.5 Minute USGS Quadrangle
 Sections 11, 14, 23, 24, & 25 T26S R20E, MDB&M



SITE MAP
 Order No. R5-2010-XXXX
 Waste Discharge Requirements
 For
 H.M. Holloway Inc.
 H.M. Holloway Surface Mine Landfill Project
 Kern County

ATTACHMENT B

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

MONITORING AND REPORTING PROGRAM NO. R5-2010-0123
FOR
H.M. HOLLOWAY, INC.
FOR
H.M. HOLLOWAY SURFACE MINE LANDFILL PROJECT
KERN COUNTY

The Discharger shall comply with this Monitoring and Reporting Program (MRP), with Title 27, California Code of Regulations, Section 20005, et seq. (hereafter Title 27), and with the *Standard Provisions and Reporting Requirements for Waste Discharge Requirements for Nonhazardous Solid Waste Discharges Regulated by Title 27 and/or Subtitle D (27 CCR §20005 et seq. and 40 CFR 258)*, dated April 2000, as ordered by Waste Discharge Requirements Order No. R5-2010-0123.

A. REQUIRED MONITORING REPORTS

1. Groundwater Monitoring (Section D.1)
2. Unsaturated Zone Monitoring (Section D.2)
3. Leachate Monitoring (Section D.3)
4. Facility Monitoring (Section D.4)
5. Annual Monitoring Summary Report (Section E.5.)
6. Response to a Release (Standard Provisions and Reporting Requirements)

B. REPORTING

H.M. Holloway, Inc. (hereafter Discharger), shall report monitoring data and information as required in this MRP and as required in Order R5-2010-0123 and the Standard Provisions and Reporting Requirements. Reports which do not comply with the required format will be **REJECTED** and the Discharger shall be deemed to be in noncompliance with the waste discharge requirements. In reporting the monitoring data required by this program, the Discharger shall arrange the data in tabular form so that the date, the constituents, the concentrations, and the units are readily discernible. The data shall be summarized in such a manner so as to illustrate clearly the compliance with waste discharge requirements or the lack thereof. Data shall also be submitted in a digital format acceptable to the Executive Officer. Each monitoring report shall include a compliance evaluation summary as specified in E. Reporting Requirements, below.

Report Due Dates

Field and laboratory tests shall be reported in each monitoring report. Monthly, quarterly, semiannual, and annual monitoring reports shall be submitted to the Central Valley Water Board in accordance with the following schedule for the calendar period in which samples were taken or observations made.

<u>Sampling Frequency</u>	<u>Reporting Frequency</u>	<u>Reporting Periods End</u>	<u>Report Date Due</u>
Monthly	Semiannually	Last Day of Month	by Semiannual Schedule
Quarterly	Semiannually	31 March	31 July
		30 June	31 July
		30 September	31 January
		31 December	31 January
Semiannually	Semiannually	30 June	31 July
		31 December	31 January
Annually	Annually	31 December	31 January
5-Year	Every 5 years	31 December	31 January

The Discharger shall submit an **Annual Monitoring Summary Report** covering the previous monitoring year. The annual report shall contain the information specified in E. Reporting Requirements, below, and a discussion of compliance with the waste discharge requirements and the Water Quality Protection Standard.

The results of **all monitoring** conducted at the site shall be reported to the Central Valley Water Board in accordance with the reporting schedule above for the calendar period in which samples were taken or observations made.

C. WATER QUALITY PROTECTION STANDARD AND COMPLIANCE PERIOD

1. Constituents of Concern

The constituents of concern include all the waste constituents, their reaction products, and hazardous constituents that are reasonably expected to be in or derived from waste contained in the Unit. The constituents of concern for all Units at the facility are those listed in Tables I through V for the specified monitored medium. The Discharger shall monitor all constituents of concern every five years.

a. **Monitoring Parameters**

Monitoring parameters are constituents of concern that are the waste constituents, reaction products, hazardous constituents, and physical parameters that provide a reliable indication of a release from a Unit. The monitoring parameters for all Units are those listed in Tables I through IV for the specified monitored medium.

2. Concentration Limits

For a naturally occurring constituent of concern, the concentration limit for each constituent of concern shall be determined as follows:

- a. By calculation in accordance with a statistical method pursuant to §20415 of Title 27(e)(8); or
- b. By an alternate statistical method meeting the requirements of §20415(e)(8)(E) of Title 27.

3. Point of Compliance

The point of compliance for the water standard at each Unit is a vertical surface located at the hydraulically downgradient limit of the Unit that extends through the uppermost aquifer underlying the Unit.

4. Compliance Period

The compliance period for each Unit shall be the number of years equal to the active life of the Unit plus the closure period. The compliance period is the minimum period during which the Discharger shall conduct a water quality monitoring program subsequent to a release from the Unit. The compliance period shall begin anew each time the Discharger initiates an evaluation monitoring program.

D. MONITORING

The Discharger shall comply with the detection monitoring program provisions of Title 27 for groundwater, and the unsaturated zone, in accordance with Detection Monitoring Specification E.1 and E.4 of Waste Discharge Requirements, Order No. R5-2010-0123. All monitoring shall be conducted in accordance with a Sample Collection and Analysis Plan, which includes quality assurance/quality control standards, that is acceptable to the Executive Officer.

All monitoring wells established for the detection monitoring program shall constitute

the monitoring points for the groundwater Water Quality Protection Standard. All detection monitoring program groundwater monitoring wells, and unsaturated zone monitoring devices, shall be sampled and analyzed for monitoring parameters and constituents of concern as indicated and listed in Tables I through V.

Method detection limits and practical quantitation limits shall be reported. All peaks shall be reported, including those which cannot be quantified and/or specifically identified. Metals shall be analyzed in accordance with the methods listed in Table V.

The Discharger may, with the approval of the Executive Officer, use alternative analytical test methods, including new USEPA approved methods, provided the methods have method detection limits equal to or lower than the analytical methods specified in this Monitoring and Reporting Program.

1. Groundwater

The Discharger shall operate and maintain a groundwater detection monitoring system that complies with the applicable provisions of §20415 and §20420 of Title 27 in accordance with a Detection Monitoring Program approved by the Executive Officer. The detection monitoring system shall be certified by a California-licensed professional civil engineer or geologist as meeting the requirements of Title 27. The Discharger shall collect, preserve, and transport groundwater samples in accordance with the approved Sample Collection and Analysis Plan.

The Discharger shall determine the groundwater flow rate and direction, if possible, in the uppermost aquifer and in any zones of perched water and in any additional zone of saturation monitored pursuant to this Monitoring and Reporting Program, and report the results semiannually, including the times of highest and lowest elevations of the water levels in the wells.

Hydrographs of each well shall be submitted showing the elevation of groundwater with respect to the elevations of the top and bottom of the screened interval and the elevation of the pump intake. Hydrographs of each well shall be prepared quarterly and submitted annually.

Groundwater samples shall be collected from all monitoring wells that are part of the approved groundwater monitoring system. Samples shall be collected and analyzed for the monitoring parameters in accordance with the methods and frequency specified in Table I.

The monitoring parameters shall also be evaluated each reporting period with regards to the cation/anion balance, and the results shall be graphically presented using a Stiff diagram, a Piper graph, or a Schoeller plot. Samples for

the constituents of concern specified in Table I shall be collected and analyzed in accordance with the methods listed in Table IV every five years.

2. Unsaturated Zone Monitoring

The Discharger shall operate and maintain an unsaturated zone detection monitoring system that complies with the applicable provision of Section 20415 and 20420 of Title 27 in accordance with an approved Detection Monitoring Program. The Discharger shall collect, preserve, and transport samples in accordance with the quality assurance/quality control standards contained in the approved Sample Collection and Analysis Plan.

Unsaturated zone samples shall be collected from the monitoring device(s) of the approved unsaturated zone monitoring system. The collected samples shall be analyzed for the listed constituents in accordance with the methods and frequency specified in Table II. All monitoring parameters shall be graphed so as to show historical trends at each monitoring point. Samples for the constituents of concern specified in Table II shall be collected and analyzed in accordance with the methods listed in Table IV every five years.

Unsaturated zone monitoring reports shall be included with the corresponding semiannual groundwater monitoring and shall include an evaluation of potential impacts of the facility on the unsaturated zone and compliance with the Water Quality Protection Standard.

3. Leachate Monitoring

All leachate collection and removal system sumps shall be inspected monthly for leachate generation. Upon detection of leachate in a previously dry leachate collection and removal system, leachate shall be sampled within two days and analyzed for the constituents listed in Table III. Leachate shall then be sampled and analyzed annually during the fourth quarter thereafter, with a retest during the following second quarter if constituents are detected that have not been previously detected. Leachate samples shall be collected and analyzed for the listed constituents in accordance with the methods and frequency specified in Table III. The constituents of concern list shall include all constituents listed in Table V. The quantity of leachate pumped from each sump shall be measured and reported monthly as Leachate Flow Rate (in gallons).

Leachate which seeps to the surface from the Unit shall be sampled and analyzed for the constituents listed in Table III upon detection. The quantity of leachate shall be *estimated* and reported as Leachate Flow Rate (in gallons/day).

4. Facility Monitoring

a. Facility Inspection

Annually, prior to the anticipated rainy season, but no later than **30 September**, the Discharger shall conduct an inspection of the facility. The inspection shall assess damage to the drainage control system, groundwater monitoring equipment (including wells, etc.), and shall include the Standard Observations contained in Section E.3.f., below. Any necessary construction, maintenance, or repairs shall be completed by **31 October**. By **15 November** of each year, the Discharger shall submit an annual report describing the results of the inspection and the repair measures implemented, including photographs of the problem and the repairs.

b. Storm Events

The Discharger shall inspect all precipitation, diversion, and drainage facilities for damage **within 7 days** following *major storm events* (i.e., a storm that causes continuous runoff for at least one hour). Necessary repairs shall be completed **within 30 days** of the inspection. The Discharger shall report any flooding, unpermitted discharge of waste off-site, equipment failure, slope failure, or other change in site conditions that could impair the integrity of waste containment facilities and subsequent repairs within 45 days of completion of the repairs, including photographs of the problem and the repairs. Minor damage and subsequent repairs shall be reported in the next self-monitoring report.

E. REPORTING REQUIREMENTS

1. The Discharger shall retain records of all monitoring information, including all calibration and maintenance records, all original strip chart recordings of continuous monitoring instrumentation, copies of all reports required by this Order, and records of all data used to complete the application for this Order. Records shall be maintained throughout the life of the facility including the postclosure period.

Such legible records shall show the following for each sample:

- a. Sample identification and the monitoring point or background monitoring point from which it was taken, along with the identity of the individual who obtained the sample;
- b. Date, time, and manner of sampling;

- c. Date and time that analyses were started and completed, and the name of the personnel and laboratory performing each analysis;
 - d. Complete procedure used, including method of preserving the sample, and the identity and volumes of reagents used;
 - e. Calculation of results; and
 - f. Results of analyses, and the MDL and PQL for each analysis.
2. A transmittal letter explaining the essential points shall accompany each report. At a minimum, the transmittal letter shall identify any violations found since the last report was submitted, and if the violations were corrected. If no violations have occurred since the last submittal, this shall be stated in the transmittal letter. The transmittal letter shall also state that a discussion of any violations found since the last report was submitted, and a description of the actions taken or planned for correcting those violations, including any references to previously submitted time schedules, is contained in the accompanying report.
 3. Each monitoring report shall include a compliance evaluation summary. The summary shall contain at least:
 - a. For each monitoring point and background monitoring point addressed by the report, a description of:
 - 1) The time of water level measurement;
 - 2) The type of pump - or other device - used for purging and the elevation of the pump intake relative to the elevation of the screened interval;
 - 3) The method of purging (the pumping rate; the equipment and methods used to monitor field pH, temperature, and conductivity during purging; the calibration of the field equipment; results of the pH, temperature, conductivity, and turbidity testing; and the method of disposing of the purge water) to remove all portions of the water that was in the well bore while the sample was being taken;
 - 4) The type of pump - or other device - used for sampling, if different than the pump or device used for purging; and
 - 5) A statement that the sampling procedure was conducted in accordance with the approved Sampling and Analysis Plan approved by the Executive Officer.
 - b. A map or aerial photograph showing the locations of observation stations, monitoring points, and background monitoring points.

- c. For each groundwater body, a description and graphical presentation of the gradient and direction of groundwater flow under/around the Unit, and the groundwater flow rate, based upon water level elevations taken prior to the collection of the water quality data submitted in the report.
 - d. Laboratory statements of results of all analyses evaluating compliance with requirements.
 - e. An evaluation of the effectiveness of the leachate monitoring and control facilities, and of the run-off/run-on control facilities.
 - f. A summary and certification of completion of all **Standard Observations** for the Unit, and for the perimeter of the Unit. Standard observations for the closed landfill unit shall be conducted **monthly** during the wet season (1 October to 30 April) and **quarterly** during the dry season (1 May to 30 September). The Standard Observations shall include:
 - 1) For the Unit:
 - a) Evidence of ponded water at any point on the facility (show affected area on map);
 - b) Evidence of erosion and/or of day-lighted refuse.
 - 2) Along the perimeter of the Unit:
 - a) Evidence of liquid leaving or entering the Unit, estimated size of affected area, and flow rate (show affected area on map);
 - b) Evidence of erosion and/or of day-lighted refuse.
4. The Discharger shall report by telephone any seepage from the disposal area **immediately** after it is discovered. A written report shall be filed with the Central Valley Water Board **within seven days**, containing at least the following information:
- a. A map showing the location(s) of seepage;
 - b. An estimate of the flow rate;
 - c. A description of the nature of the discharge (e.g., all pertinent observations and analyses);
 - d. Verification that samples have been submitted for analyses of the Monitoring Parameters and Constituents of Concern listed in Table III of this MRP, and an estimated date that the results will be submitted to the Central Valley Water Board; and

- e. Corrective measures underway or proposed, and corresponding time schedule.
5. The Discharger shall submit an **Annual Monitoring Summary Report** to the Central Valley Water Board covering the reporting period of the previous monitoring year. This report shall contain:
- a. All monitoring parameters and constituents of concern shall be graphed so as to show historical trends at each monitoring point and background monitoring point, for all samples taken within at least the previous five calendar years. Each such graph shall plot the concentration of one or more constituents for the period of record for a given monitoring point or background monitoring point, at a scale appropriate to show trends or variations in water quality. The graphs shall plot each datum, rather than plotting mean values. For any given constituent or parameter, the scale for background plots shall be the same as that used to plot downgradient data. Graphical analysis of monitoring data may be used to provide significant evidence of a release.
 - b. All historical monitoring data, including data for the previous year, shall be submitted in tabular form as well as in a digital file format. The Central Valley Water Board regards the submittal of data in hard copy and in digital format as "...the form necessary for..." statistical analysis [Section 20420(h) of Title 27], in that this facilitates periodic review by the Central Valley Water Board.
 - c. A comprehensive discussion of the compliance record, and the result of any corrective actions taken or planned which may be needed to bring the Discharger into full compliance with the waste discharge requirements.
 - d. A written summary of the monitoring results, indicating any changes made or observed since the previous annual report.

The Discharger shall implement the above monitoring program on the effective date of this Program.

Original signed by:
Ordered by: _____
PAMELA C. CREEDON, Executive Officer

12-10-2010

(Date)

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TABLE I
GROUNDWATER DETECTION MONITORING PROGRAM

<u>Parameter</u>	<u>Units</u>	<u>Frequency</u>
Field Parameters		
Groundwater Elevation	Ft. & hundredths, M.S.L. ¹	Quarterly
Temperature	°C ²	Semiannually
Electrical Conductivity	µmhos/cm ³	Semiannually
pH	pH units	Semiannually
Turbidity	NTU ⁴	Semiannually
Monitoring Parameters		
Total Dissolved Solids (TDS)	mg/L ⁵	Semiannually
Nitrate (NO ₃)	mg/L	Semiannually
Nitrate as Nitrogen (NO ₃ -N)	mg/L	Semiannually
Nitrite (NO ₂ -N)	mg/L	Semiannually
Total Kjeldahl Nitrogen	mg/L	Semiannually
Total Nitrogen	mg/L	Semiannually
Ammonia (NH ₃ -N)	mg/L	Semiannually
Chloride	mg/L	Semiannually
Carbonate	mg/L	Semiannually
Bicarbonate	mg/L	Semiannually
Phosphorous	mg/L	Semiannually
Sulfate	mg/L	Semiannually
Calcium	mg/L	Semiannually
Magnesium	mg/L	Semiannually
Potassium	mg/L	Semiannually
Sodium	mg/L	Semiannually
Volatile Organic Compounds (USEPA Method 8260, see Table IV)	µg/L ⁶	Semiannually

TABLE I
GROUNDWATER DETECTION MONITORING PROGRAM
(continued)

Constituents of Concern (see Table V)

Total Organic Carbon	mg/L	Every 5 years
Inorganics (dissolved)	mg/L	Every 5 years
Volatile Organic Compounds (USEPA Method 8260, extended list)	µg/L	Every 5 years
Semi-Volatile Organic Compounds (USEPA Method 8270)	µg/L	Every 5 years
Chlorophenoxy Herbicides (USEPA Method 8151)	µg/L	Every 5 years
Organophosphorus Compounds (USEPA Method 8141)	µg/L	Every 5 years

-
1. Feet and hundredths of a foot above mean sea level.
 2. Degrees Celsius.
 3. Micromhos per centimeter.
 4. Nephelometric turbidity units.
 5. Milligrams per liter.
 6. Micrograms per liter.

TABLE II
UNSATURATED ZONE MONITORING

<u>Parameter</u>	<u>Units</u>	<u>Frequency</u>
Field Parameters		
Electrical Conductivity	$\mu\text{mhos}/\text{cm}^1$	Semiannual
pH	pH units	Semiannual
Monitoring Parameters		
Total Dissolved Solids (TDS)	mg/L^2	Semiannual
Chloride	mg/L	Semiannual
Carbonate	mg/L	Semiannual
Bicarbonate	mg/L	Semiannual
Nitrate - Nitrogen	mg/L	Semiannual
Sulfate	mg/L	Semiannual
Calcium	mg/L	Semiannual
Magnesium	mg/L	Semiannual
Potassium	mg/L	Semiannual
Sodium	mg/L	Semiannual
Volatile Organic Compounds (USEPA Method 8260, see Table V)	$\mu\text{g}/\text{L}$	Semiannual
Constituents of Concern (see Table VI)		
Total Organic Carbon	mg/L	5 years
Inorganics (dissolved)	mg/L	5 years
Volatile Organic Compounds (USEPA Method 8260, extended list)	$\mu\text{g}/\text{L}^3$	5 years
Semi-Volatile Organic Compounds (USEPA Method 8270)	$\mu\text{g}/\text{L}$	5 years
Chlorophenoxy Herbicides (USEPA Method 8150)	$\mu\text{g}/\text{L}$	5 years
Organophosphorus Compounds (USEPA Method 8141)	$\mu\text{g}/\text{L}$	5 years

1. Micromhos per centimeter.
 2. Milligrams per liter.
 3. Micrograms per liter.

TABLE III
LEACHATE DETECTION MONITORING PROGRAM

<u>Parameter</u>	<u>Units</u>	<u>Frequency</u>
Field Parameters		
Total Flow	Gallons	Monthly
Flow Rate	Gallons/Day	Monthly
Electrical Conductivity	µmhos/cm ¹	Annually
pH	pH units	Annually
Monitoring Parameters		
Total Dissolved Solids (TDS)	mg/L ²	Annually
Chloride	mg/L	Annually
Carbonate	mg/L	Annually
Bicarbonate	mg/L	Annually
Nitrate - Nitrogen	mg/L	Annually
Sulfate	mg/L	Annually
Calcium	mg/L	Annually
Magnesium	mg/L	Annually
Potassium	mg/L	Annually
Sodium	mg/L ³	Annually
Volatile Organic Compounds (USEPA Method 8260, see Table V)	µg/L ³	Annually
Constituents of Concern (see Table VI)		
Total Organic Carbon	mg/L	5 years
Inorganics (dissolved)	mg/L	5 years
Volatile Organic Compounds (USEPA Method 8260, extended list)	µg/L	5 years
Semi-Volatile Organic Compounds (USEPA Method 8270)	µg/L	5 years
Chlorophenoxy Herbicides (USEPA Method 8150)	µg/L	5 years
Organophosphorus Compounds (USEPA Method 8141)	µg/L	5 years

1. Micromhos per centimeter.
 2. Milligrams per liter.
 3. Micrograms per liter.

TABLE IV
MONITORING PARAMETERS FOR DETECTION MONITORING

Surrogates for Metallic Constituents:

pH
Total Dissolved Solids
Electrical Conductivity
Chloride
Sulfate
Nitrate nitrogen

Constituents included in VOC:

USEPA Method 8260

Acetone
Acrylonitrile
Benzene
Bromochloromethane
Bromodichloromethane
Bromoform (Tribromomethane)
Carbon disulfide
Carbon tetrachloride
Chlorobenzene
Chloroethane (Ethyl chloride)
Chloroform (Trichloromethane)
Dibromochloromethane (Chlorodibromomethane)
1,2-Dibromo-3-chloropropane (DBCP)
1,2-Dibromoethane (Ethylene dibromide; EDB)
o-Dichlorobenzene (1,2-Dichlorobenzene)
m-Dichlorobenzene (1,3-Dichlorobenzene)
p-Dichlorobenzene (1,4-Dichlorobenzene)
trans-1,4-Dichloro-2-butene
Dichlorodifluoromethane (CFC-12)
1,1-Dichloroethane (Ethylidene chloride)
1,2-Dichloroethane (Ethylene dichloride)
1,1 -Dichloroethylene (1,1 -Dichloroethene; Vinylidene chloride)
cis- 1,2-Dichloroethylene (cis- 1,2-Dichloroethene)
trans-1,2-Dichloroethylene (trans-1,2-Dichloroethene)
1,2-Dichloropropane (Propylene dichloride)
cis- 1,3-Dichloropropene
trans- 1,3-Dichloropropene
Di-isopropylether (DIPE)
Ethanol
Ethyltertiary butyl ether
Ethylbenzene
2-Hexanone (Methyl butyl ketone)
Hexachlorobutadiene

TABLE IV
MONITORING PARAMETERS FOR DETECTION MONITORING
(Continued)

Hexachloroethane
Methyl bromide (Bromomethene)
Methyl chloride (Chloromethane)
Methylene bromide (Dibromomethane)
Methylene chloride (Dichloromethane)
Methyl ethyl ketone (MEK: 2-Butanone)
Methyl iodide (Iodomethane)
Methyl t-butyl ether
4-Methyl-2-pentanone (Methyl isobutylketone)
Naphthalene
Styrene
Tertiary amyl methyl ether
Tertiary butyl alcohol
1,1,1,2-Tetrachloroethane
1,1,2,2-Tetrachloroethane
Tetrachloroethylene (Tetrachloroethene; Perchloroethylene)
Toluene
1,2,4-Trichlorobenzene
1,1,1-Trichloroethane (Methylchloroform)
1,1,2-Trichloroethane
Trichloroethylene (Trichloroethene)
Trichlorofluoromethane (CFC- 11)
1,2,3-Trichloropropane
Vinyl acetate
Vinyl chloride
Xylenes

TABLE V
CONSTITUENTS OF CONCERN & APPROVED USEPA ANALYTICAL METHODS

<u>Inorganics (dissolved):</u>	<u>USEPA Method</u>
Aluminum	6010
Antimony	7041
Barium	6010
Beryllium	6010
Cadmium	6010
Chromium	6010
Cobalt	6010
Copper	6010
Silver	6010
Tin	200.8
Vanadium	6010
Zinc	6010
Iron	6010
Manganese	6010
Arsenic	200.8
Lead	200.8
Mercury	7470
Nickel	6010
Selenium	200.8
Thallium	200.8
Cyanide	E335.4
Sulfide	376.2

Volatile Organic Compounds:

USEPA Method 8260

Acetone
Acetonitrile (Methyl cyanide)
Acrolein
Acrylonitrile
Allyl chloride (3-Chloropropene)
Benzene
Bromochloromethane (Chlorobromomethane)
Bromodichloromethane (Dibromochloromethane)
Bromoform (Tribromomethane)
Carbon disulfide
Carbon tetrachloride
Chlorobenzene
Chloroethane (Ethyl chloride)
Chloroform (Trichloromethane)
Chloroprene
Dibromochloromethane (Chlorodibromomethane)

TABLE V

CONSTITUENTS OF CONCERN & APPROVED USEPA ANALYTICAL METHODS

(Continued)

1,2-Dibromo-3-chloropropane (DBCP)
1,2-Dibromoethane (Ethylene dibromide; EDB)
o-Dichlorobenzene (1,2-Dichlorobenzene)
m-Dichlorobenzene (1,3-Dichlorobenzene)
p-Dichlorobenzene (1,4-Dichlorobenzene)
trans- 1,4-Dichloro-2-butene
Dichlorodifluoromethane (CFC 12)
1,1 -Dichloroethane (Ethylidene chloride)
1,2-Dichloroethane (Ethylene dichloride)
1,1 -Dichloroethylene (1, 1-Dichloroethene; Vinylidene chloride)
cis- 1,2-Dichloroethylene (cis- 1,2-Dichloroethene)
trans- 1,2-Dichloroethylene (trans- 1,2-Dichloroethene)
1,2-Dichloropropane (Propylene dichloride)
1,3-Dichloropropane (Trimethylene dichloride)
2,2-Dichloropropane (Isopropylidene chloride)
1,1 -Dichloropropene
cis- 1,3-Dichloropropene
trans- 1,3-Dichloropropene
Di-isopropylether (DIPE)
Ethanol
Ethyltertiary butyl ether
Ethylbenzene
Ethyl methacrylate
Hexachlorobutadiene
Hexachloroethane
2-Hexanone (Methyl butyl ketone)
Isobutyl alcohol
Methacrylonitrile
Methyl bromide (Bromomethane)
Methyl chloride (Chloromethane)
Methyl ethyl ketone (MEK; 2-Butanone)
Methyl iodide (Iodomethane)
Methyl t-butyl ether
Methyl methacrylate
4-Methyl-2-pentanone (Methyl isobutyl ketone)
Methylene bromide (Dibromomethane)
Methylene chloride (Dichloromethane)
Naphthalene
Propionitrile (Ethyl cyanide)
Styrene
Tertiary amyl methyl ether
Tertiary butyl alcohol
1,1,1,2-Tetrachloroethane

TABLE V

CONSTITUENTS OF CONCERN & APPROVED USEPA ANALYTICAL METHODS

(Continued)

1,1,2,2-Tetrachloroethane
Tetrachloroethylene (Tetrachloroethene; Perchloroethylene; PCE)
Toluene
1,2,4-Trichlorobenzene
1,1,1 -Trichloroethane, Methylchloroform
1,1,2-Trichloroethane
Trichloroethylene (Trichloroethene; TCE)
Trichlorofluoromethane (CFC- 11)
1,2,3-Trichloropropane
Vinyl acetate
Vinyl chloride (Chloroethene)
Xylene (total)

Semi-Volatile Organic Compounds:

USEPA Method 8270 - base, neutral, & acid extractables

Acenaphthene
Acenaphthylene
Acetophenone
2-Acetylaminofluorene (2-AAF)
Aldrin
4-Aminobiphenyl
Anthracene
Benzo[a]anthracene (Benzanthracene)
Benzo[b]fluoranthene
Benzo[k]fluoranthene
Benzo[g,h,i]perylene
Benzo[a]pyrene
Benzyl alcohol
Bis(2-ethylhexyl) phthalate
alpha-BHC
beta-BHC
delta-BHC
gamma-BHC (Lindane)
Bis(2-chloroethoxy)methane
Bis(2-chloroethyl) ether (Dichloroethyl ether)
Bis(2-chloro-1-methylethyl) ether (Bis(2-chloroisopropyl) ether; DCIP)
4-Bromophenyl phenyl ether
Butyl benzyl phthalate (Benzyl butyl phthalate)
Chlordane
p-Chloroaniline
Chlorobenzilate
p-Chloro-m-cresol (4-Chloro-3-methylphenol)

TABLE V

CONSTITUENTS OF CONCERN & APPROVED USEPA ANALYTICAL METHODS

(Continued)

2-Chloronaphthalene
2-Chlorophenol
4-Chlorophenyl phenyl ether
Chrysene
o-Cresol (2-methylphenol)
m-Cresol (3-methylphenol)
p-Cresol (4-methylphenol)
4,4'-DDD
4,4'-DDE
4,4'-DDT
Diallate
Dibenz[a,h]anthracene
Dibenzofuran
Di-n-butyl phthalate
3,3'-Dichlorobenzidine
2,4-Dichlorophenol
2,6-Dichlorophenol
Dieldrin
Diethyl phthalate
p-(Dimethylamino)azobenzene
7,12-Dimethylbenz[a]anthracene
3,3'-Dimethylbenzidine
2,4-Dimethylphenol (m-Xylenol)
Dimethyl phthalate
m-Dinitrobenzene
4,6-Dinitro-o-cresol (4,6-Dinitro-2-methylphenol)
2,4-Dinitrophenol
2,4-Dinitrotoluene
2,6-Dinitrotoluene
Di-n-octyl phthalate
Diphenylamine
Endosulfan I
Endosulfan II
Endosulfan sulfate
Endrin
Endrin aldehyde
Ethyl methanesulfonate
Famphur
Fluoranthene
Fluorene
Heptachlor
Heptachlor epoxide
Hexachlorobenzene

TABLE V

CONSTITUENTS OF CONCERN & APPROVED USEPA ANALYTICAL METHODS

(Continued)

Hexachlorocyclopentadiene
Hexachloropropene
Indeno(1,2,3-c,d)pyrene
Isodrin
Isophorone
Isosafrole
Kepone
Methapyrilene
Methoxychlor
3-Methylcholanthrene
Methyl methanesulfonate
2-Methylnaphthalene
1,4-Naphthoquinone
1-Naphthylamine
2-Naphthylamine
o-Nitroaniline (2-Nitroaniline)
m-Nitroaniline (3-Nitroaniline)
p-Nitroaniline (4-Nitroaniline)
Nitrobenzene
o-Nitrophenol (2-Nitrophenol)
p-Nitrophenol (4-Nitrophenol)
N-Nitrosodi-n-butylamine (Di-n-butylnitrosamine)
N-Nitrosodiethylamine (Diethylnitrosamine)
N-Nitrosodimethylamine (Dimethylnitrosamine)
N-Nitrosodiphenylamine (Diphenylnitrosamine)
N-Nitrosodipropylamine (N-Nitroso-N-dipropylamine; Di-n-propylnitrosamine)
N-Nitrosomethylethylamine (Methylethylnitrosamine)
N-Nitrosopiperidine
N-Nitrosopyrrolidine
5-Nitro-o-toluidine
Pentachlorobenzene
Pentachloronitrobenzene (PCNB)
Pentachlorophenol
Phenacetin
Phenanthrene
Phenol
p-Phenylenediamine
Polychlorinated biphenyls (PCBs; Aroclors)
Pronamide
Pyrene
Safrole
1,2,4,5-Tetrachlorobenzene
2,3,4,6-Tetrachlorophenol

TABLE V

CONSTITUENTS OF CONCERN & APPROVED USEPA ANALYTICAL METHODS

(Continued)

o-Toluidine
Toxaphene
2,4,5-Trichlorophenol
0,0,0-Triethyl phosphorothioate
sym-Trinitrobenzene

Chlorophenoxy Herbicides:

USEPA Method 8151

2,4-D (2,4-Dichlorophenoxyacetic acid)
Dinoseb (DNBP; 2-sec-Butyl-4,6-dinitrophenol)
Silvex (2,4,5-Trichlorophenoxypropionic acid; 2,4,5-TP)
2,4,5-T (2,4,5-Trichlorophenoxyacetic acid)

Organophosphorus Compounds:

USEPA Method 8141

Atrazine
Chlorpyrifos
0,0-Diethyl 0-2-pyrazinyl phosphorothioate (Thionazin)
Diazinon
Dimethoate
Disulfoton
Ethion
Methyl parathion (Parathion methyl)
Parathion
Phorate
Simazine

INFORMATION SHEET

WASTE DISCHARGE REQUIREMENTS ORDER NO. R5-2010-0123
FOR H.M. HOLLOWAY, INC.
H.M. HOLLOWAY SURFACE MINE LANDFILL PROJECT
KERN COUNTY

H.M. Holloway, Inc. (hereafter Discharger) owns and operates an open-pit gypsum mine located on Holloway Road in Lost Hills. The 301-acre mining facility (facility) contains four depleted mine pit areas, covering 172 acres, that have been designated for waste disposal. The depleted gypsum mine pits are reclaimed by discharging up to 2,000 tons per day of industrial waste consisting of ash, lime cake, treated automobile shredder waste (predominately nonmetallic, solid material including plastic, broken glass, rubber, foam, soil, and fabric), concrete and cement construction rubble, asphalt products (e.g., roofing shingles, reclaimed road surface materials, etc.), and shredded automobile tires.

The Central Valley Water Board adopted Order 97-078, in which the facility was designated as an unclassified waste disposal site for the discharge of specific industrial wastes pursuant to Title 23, California Code of Regulations, Section 2510 et seq. (Chapter 15). The proposed Order revises the existing Waste Discharge Requirements to classify the depleted mine pits as Class III landfills pursuant to Title 27, California Code of Regulations, Section 20005 et seq. (Title 27), and revises the list of wastes allowed for discharge to include spent sandblast media and dewatered Class A and Class B municipal biosolids; and to exclude sulfur, shredded plastic, concrete and cement construction rubble, asphalt products, shredded automobile tires and drilling mud.

The climate in the southern San Joaquin Valley is semi-arid, with hot, dry summers and cool winters. The average annual precipitation is 5.95 inches with an annual evaporation rate of 67.59 inches. The facility is not within a 100-year flood zone according to FEMA maps.

The soils underlying the facility consist of a thick sequence (maximum depth of investigation 50 feet beneath the mine pits) of consolidated soils dominated by silts and low-to-medium plasticity clays. Between 15 and 50% montmorillinite clay was identified by X-ray diffraction in soil samples collected from the upper 25 feet of soil beneath Pit E. The hydraulic conductivity of the soils underlying the Units ranges between 1×10^{-7} and 1×10^{-10} centimeters per second. The site is not within a known fault hazard zone.

The first encountered groundwater occurs in thin, laterally discontinuous and vertically stratified sand lenses found at depths ranging between 60 and 120 feet below the ground surface, or between 20 and 38 feet below the base of the Units. Groundwater elevations range from 323 feet mean sea level (MSL) to 348 feet MSL. The groundwater is unconfined. Monitoring data indicates background groundwater quality has an electrical conductivity (EC) ranging between 5,300 and 10,500 micromhos/cm, and concentrations of total dissolved solids (TDS) ranging from 4,900 to 7,460 milligrams per liter (mg/l) with an average concentration of 6,015 mg/l. The recommended secondary maximum contaminant level (MCL) of TDS for drinking water is 500 mg/l. The first encountered groundwater exceeds the primary MCL for drinking water for selenium and nitrate. Selenium ranged from 57 to 219 micrograms per liter ($\mu\text{g/l}$) and nitrate as nitrate ranged from 14 to 598 mg/l.

Secondary drinking water standards were also exceeded for manganese, chloride, and sulfate. Additionally, first encountered groundwater exceeds several agricultural water quality limits, including those for chloride, molybdenum, selenium, EC, and TDS.

The groundwater detection monitoring system, initiated in October 1995, consists of 12 monitoring wells. The Discharger's detection monitoring program for groundwater satisfies the requirements contained in Title 27. Groundwater monitoring to date has not detected the release of any waste constituents. The Discharger was not required by Chapter 15 to conduct unsaturated zone monitoring since the Units were unclassified. The proposed order requires unsaturated zone monitoring with a pan lysimeter installed beneath the leachate collection sumps of the leachate collection and removal system. If leachate is produced, which is unlikely, it will collect in the leachate collection sumps until a sufficient depth of leachate is attained to operate the collection pumps efficiently. Beneath the collection sumps is, therefore, the most likely location that leachate could migrate to the surrounding geologic materials.

The Discharger demonstrated that site characteristics alone, without a liner, meet the performance goal contained in Section 20310 of Title 27. The demonstration utilized a mathematical model to predict fate and transport of waste constituents discharged to the Units. Results of the model and past performance of the existing Units demonstrate that the proposed Unit design will ensure no impairment of beneficial uses of surface water or groundwater beneath or adjacent to the landfill in accordance with Section 20260(b)(1) of Title 27.

The waste containment system consists of, from the bottom up: naturally occurring geologic materials prepared and conditioned to prevent the migration of waste constituents to groundwater and to convey leachate to the leachate collection sump; a leachate collection and removal system drainage layer consisting of either appropriate selected geologic materials or a geonet/geocushion; and an operations layer to designed to protect the leachate collection and removal system.

The County of Kern, Board of Supervisors, certified the final environmental impact report on 1 April 2008. The County of Kern filed a Notice of Determination on 14 April 2008 in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) and CEQA guidelines (14 CCR Section 15000 et seq.). The Central Valley Water Board staff considered the environmental impact report and incorporated mitigation measures from the environmental impact report into the proposed Order designed to prevent potentially significant impacts to design facilities and to water quality.

This order requires full containment of wastes and does not permit degradation of surface water or groundwater. Further antidegradation analysis is therefore not needed. The discharge is consistent with the antidegradation provisions of State Water Resources Control Board Resolution No. 68-16.

**BEFORE THE PLANNING COMMISSION
COUNTY OF KERN, STATE OF CALIFORNIA**

In the matter of:

RESOLUTION NO. 40-21

APPLICATION FOR MODIFICATION NO. 2, CONDITIONAL USE PERMIT CASE NO. 9, MAP NO. 28

Two (2) adjacent sites divided by Holloway Road at the GP Road junction, approximately 4.3 miles northwest of the unincorporated community of Lost Hills
Lost Hills Environmental, LLC (PP18111)

FINDINGS AND DETERMINATION

I, Lorelei H. Oviatt, Secretary of the Planning Commission of the County of Kern, State of California, do hereby certify that the following resolution, proposed by ***, seconded by ***, was duly passed and adopted by said Planning Commission at an official meeting hereof this **26th** day of **August, 2021**, by the following vote, to wit:

AYES: ***

NOES: ***

ABSTAINED: ***

ABSENT: ***



**SECRETARY OF THE PLANNING COMMISSION
COUNTY OF KERN, STATE OF CALIFORNIA**

R E S O L U T I O N

SECTION 1. WHEREAS:

(a) Pursuant to the California Government Code, Title 7, Section 65000, et seq. (known as the Planning and Zoning Law), the Kern County Board of Supervisors has adopted the Official Land Use and Zoning Ordinance for the County of Kern (Ordinance Code of Kern County, Chapter 19.02, et seq.), herein called the Zoning Ordinance; and

DRAFT

(b) The Zoning Ordinance establishes various classes of zones, prescribes land uses and regulations for the various zones, and adopts zoning maps for the purposes of dividing the County into zones and showing the zone boundaries; and

(c) The Zoning Ordinance regulates the use of buildings, structures, and land, as between agriculture, industry, business, residence, and other purposes, and other uses more specifically set forth in Section 65850 of said Government Code; and

(d) The Kern County Planning and Natural Resources Department has received an application pertaining to a parcel of real property which is located within that portion of the unincorporated area of the County for which an official Zoning Map has been adopted under Section 7297.328 of said Ordinance Code and for which precise land use and zoning regulations are in effect; and

(e) Said parcel of real property is described as follows:

APN: 057-240-29 and Portions of: 057-220-16, 057-240-50 and 057-240-60

Section 24 and 25, T26S/R20E MDB&M, County of Kern, State of California (A complete legal description is on file with the Kern County Planning and Natural Resources Department); and

(f) Said application has been made pursuant to provisions of Chapter 19.104 of said Ordinance Code, and requests a conditional use permit as provided in Section 19.12.030.G and 19.12.030.H, insofar as said requirements are applicable to the aforescribed parcel of real property, and more particularly Modification No. 2 to Conditional Use Permit No. 9, Map No. 28 of existing Class III Non-hazardous Industrial Waste Landfill to allow for additional waste streams to be disposed of within the landfill; extend the facility hours of operation to 24 hours per day, 365 days per year; and allow for construction and operations of a 640,000 ton per year extended Aerated Static Pile composting operation (Section 19.12.030.H) on 136.2 acres in an A (Exclusive Agriculture) District; and

(g) Said application has been made in the form and in the manner prescribed by said Zoning Ordinance and is on file with the Secretary of this Commission, designated as above, and reference is hereby made thereto for further particulars; and

(h) The Secretary of this Commission has caused notice to be duly given of a public hearing in this matter in accordance with law, as evidenced by the affidavit of publication and the affidavit of mailing on file with the Secretary of this Commission; and

(i) Said notice of hearing stated that an Environmental Impact Report has been prepared for this project; and

(j) Said public hearing has been duly and timely conducted, during which the proposal was explained by a representative of the Planning and Natural Resources Department and all persons so desiring were duly heard; and

(k) Before making any findings on said Environmental Impact Report or any consideration of the proposal on its merits, this Commission called for any objections or comments on said Environmental Impact Report; and

The Director of the Planning and Natural Resources Department has furnished to this Commission, and the Commission has incorporated into the record of this matter, a document setting forth the significant environmental effects identified in said Environmental Impact Report, with proposed findings and consideration by this Commission in relation to said significant effects for the purposes of Section 21081 of the Public Resources Code and Section 15091 of the State CEQA Guidelines, and setting forth evidence in support of the proposed findings; and a member of the Planning and Natural Resources Department Staff appeared before the Commission and gave additional testimony in support of the proposed findings; and

During said hearing, this Commission duly considered the adequacy and scope of said Environmental Impact Report and thereafter reviewed and considered the information therein contained with respect to the merits of the matters under consideration; and

(l) This Commission has considered the recommendation of the Planning and Natural Resources Department and all the testimony presented during said public hearing, after which said public hearing was concluded.

SECTION 2. NOW, THEREFORE, BE IT HEREBY RESOLVED by the Planning Commission of the County of Kern, as follows:

(a) This Commission finds that the facts recited above are true and that this Commission has jurisdiction to consider the subject of this resolution; and

(b) This Commission has fully reviewed and considered the information in said Environmental Impact Report and Mitigation Measure Monitoring Program and hereby recommends it to be certified in relation to the subject of this resolution and, after careful consideration of all facts and evidence as presented at said hearing, it is the decision of the Planning Commission that the application herein described be, and hereby, **CERTIFY** said Environmental Impact Report; **ADOPT** Section 15091 Findings of Facts and Section 15093 Statement of Overriding Considerations; **ADOPT** Mitigation

Measure Monitoring Program; and , and it is hereby, **APPROVED**, the application for the reasons specified in this Resolution with development to be in substantial conformity with the approved plan, and the approved plan shall be revised to include the following conditions of approval:

- (1) Development shall be in substantial conformity with the approved plan, and the approved plan shall be revised to include the following conditions of approval.
- (2) This Modified Conditional Use Permit (Mod No. 2, CUP No. 9, Map No. 28) authorizes:
 - (a) The continued operation of a Class III Solid Waste Facility with a disposal capacity of 8.35 million cubic yards on approximately 331 acres, and
 - (b) The construction and operation of an 640,000 tons per year extended Aeration Static Pile (eASP) composting facility on approximately 136.2 acres of.
- (3) Any additions or expansions to the approved plan may be subject to a formal modification to this plan or a new Conditional Use Permit, as determined by the Director of the Kern County Planning and Natural Resources Department.
- (4) The uses allowed, or restrictions imposed, by this permit do not go into effect until issuance of the revised Solid Waste Facility Permit from the California Department of Resources, Recycling, and Recovery (CalRecycle).
- (5) The applicant shall receive a revised Solid Waste Facility Permit from the California Department of Resources, Recycling, and Recovery (CalRecycle) prior to commencement of operations. Should the project proponent revise the project operations or layout, the project proponent shall contact the Solid Waste Division to determine the need for a Solid Waste Facility Permit Revision. A determination and revision to the permit, if required, shall be completed and a copy shall be provided to the Kern County Planning and Natural Resources Department prior to commencement of any activities related to the revision in project operations or layout.
- ** (6) All mitigation measures included in the adopted Mitigation Measure Monitoring Program (MMMP) (SCH #2019100659) for the Lost Hills Composting and Bioenergy Project by Lost Hills Environmental, LLC (Modification No. 2, Conditional Use Permit No. 9, Map No. 28), included as Exhibit C of this Resolution, are hereby incorporated as Conditions of Approval. Conditions marked with a double asterisk (**) are derived from the 2021 adopted MMMP.
- * (7) All mitigation Measures included in the adopted Mitigation Measure Monitoring Program (SCH #2002111102) for the H.M. Holloway Landfill Project (Modification No. 1, Conditional Use Permit No. 9, Map No. 28) (February 9, 2017; Resolution No. 20-17), are hereby incorporated as Conditions of Approval, as deemed applicable by the Director of the Kern County Planning and Natural Resources Department. Conditions identified below with an asterisk (*) are derived from the 2017 MMMP.
- (8) All necessary building permits must be obtained.
- (9) **Prior to the issuance of building or grading permits, whichever occurs first, the applicant shall submit and continuously maintain the following information:**
 - (a) The project proponent shall demonstrate compliance with all applicable mitigation measures as listed in the approved Mitigation Measure Monitoring Program (MMMP).

- (b) The method of water supply and sewage disposal shall be as required and approved by the Kern County Public Health Services Department/Environmental Health Division.
- (c) Fire flows, fire protection facilities, and access ways shall be as required and approved by the Kern County Fire Department.
- (d) The development shall comply with any requirements of the San Joaquin Valley Air Pollution Control District.
- (e) All easements shall be kept open, clear, and free from buildings and structures of any kind pursuant to Section 19.08.225 and Section 19.80.030.C of the Kern County Zoning Ordinance and Chapters 18.50 and 18.55 of the Kern County Land Division Ordinance. All obstructions, including utility poles and lines, trees, pole signs, or similar obstructions, shall be removed from the ultimate road rights-of-way in accordance with Section 18.55.030 of the Land Division Ordinance. Compliance with this requirement is the responsibility of the applicant and may result in significant financial expenditures.
- (f) The areas devoted to outside storage shall be treated with a dust binder or other dust control measure, as approved by the Director of the Kern County Planning and Natural Resources Department. Screening, if required by the base district regulations, shall also be provided.
- (g) All vehicle access roads and parking and maneuvering areas shall be surfaced with one of the following: three (3) inches of decomposed granite, three (3) inches of compacted rock dust, three inches of gravel, or three (3) inches of a material of a higher quality.
- (h) All used oil (as defined in Section 25250.1 of the California Health and Safety Code) shall be disposed of in accordance with all local, State, and federal regulations following consultation with the Kern County Public Health Services Department/Environmental Health Division/Hazardous Materials Section, State of California Department of Health Services, and the Environmental Protection Agency. All used oil and other wastes shall be transported by a registered waste hauler.
- (i) The applicant shall comply with all federal, State, and local quarantine regulations concerning the importation and movement of plant products and fruit into Kern County.
- (j) The applicant shall work closely with the Kern County Agricultural Commissioner's office and the California Department of Food and Agriculture by entering into a compliance agreement concerning the importation of plant products and fruit from quarantined areas into Kern County.
- (k) A Pest Detection, Trapping, and Monitoring Program shall be approved by the Kern County Agricultural Commissioner to ensure that new and exotic pests are detected early.
- (l) The applicant shall follow all guidelines and regulations adopted by the California Department of Resources, Recycling, and Recovery (CalRecycle) under Title 14, Chapter 3.1., Article 3, Design and Operating Requirements for Green Composting Facilities.
- (m) Upon termination of the approved use, applicant shall remove all stockpiled compost and feedstocks within 60 days or provide a plan for review and approval by Kern County Planning and Natural Resources and Kern County Public Health for phased removal in no longer than six (6) months of closure.
- (n) The project proponent shall encourage all contractors for the project to hire at least 50 percent of their workers from the local Kern County communities. The project operator shall provide to the contractors a list of training programs that provide workers and shall require the contractor to advertise locally for available jobs, notify the training programs of job availability, all in conjunction with normal hiring practices of the contractor. The project operator shall submit a letter detailing the hiring efforts, for any construction activities.
- (o) All vehicle parking and maneuvering areas shall be treated in a manner to continuously prevent blowing dust.

- (p) The areas devoted to outside storage shall be treated with a dust binder or other dust control measure, as approved by the Director of the Kern County Planning and Natural Resources Department.
- (q) Vehicle parking spaces shall be 9 feet by 20 feet or larger in size, except as provided in Sections 19.82.030 and 19.82.040 of the Zoning Ordinance.

(10) **Prior to commencement of operations, the applicant shall obtain a “tracking” building permit from the Kern County Public Works Department/Building Inspection Division to verify compliance with the following conditions:**

- (a) The project operator shall develop and implement an on-site Pest Management Plan specifically related to rodent vectors. The plan shall be submitted to the Kern County Planning and Natural Resources Department.
- (b) The Vector Control Plan shall be reviewed and approved by the responsible mosquito abatement district.
- (c) Prior to commencement of Phase 1 of the composting facility, under Encroachment Permit issued by the Kern County Public Works Department, project proponent shall construct an asphalt concrete paved private road approach along the Holloway Road frontage. Location of access shall be approved by Kern County Public Works.
- (d) Prior to commencement of Phase 3 of the composting facility, under Encroachment Permit issued by the Kern County Public Works Department, the project proponent shall construct a 0.10-foot asphalt concrete overlay approximately 13,200 feet from State Route 46 to the project entrance on Holloway Road per the Kern County Zoning Ordinance, Section 19.80.030 and Traffic Index calculation of Existing and Existing plus Project Scenario performed by Ruettggers & Schuler Civil Engineers. To ensure that the 0.10-foot asphalt concrete overlay is constructed as stated in the traffic study, the project proponent shall submit annual truck traffic counts to the Kern County Planning and Natural Resources Department for review, and compliance with mitigation monitoring.
- (e) The applicant shall obtain all permits and comply with any requirements of the Regional Water Control Board, and any other responsible federal, State, or local agency.
- (f) Prior to acceptance of new waste streams, the applicant shall review the filed approved financial assurances guaranteeing the removal of compost and feedstocks upon termination of the approved use. If financial assurances need to be revised, the applicant shall first submit information and estimates of removal cost to the Director of the Planning and Natural Resources Department, who shall thereafter establish, in their sole discretion, the amount of the assurances that shall be required hereunder. The required assurances shall be approved as to form and content by the Director prior to filing with the Planning and Natural Resources Department. Individual sureties are not acceptable as assurances. Surety bonds must be issued by a corporate entity licensed to do surety business in the State of California. In lieu of the foregoing assurances, the Director is authorized to accept assurances filed by the applicant with the California Department of Resources, Recycling, and Recovery (CalRecycle), if the Director finds in their sole discretion that such assurances are adequate in amount and format.
- (g) Prior to the discharge of any materials into the pits, the applicant shall submit a letter to the Kern County Planning and Natural Resources Department from the California Department of Resources, Recycling, and Recovery (CalRecycle) which states that these pits have been approved for discharge of materials and specifies which specific materials have been approved for discharge in the revised Waste Discharge Requirements.
- (h) The applicant shall not expand the declared and approved physical limits of any pit for disposal as shown in the certified Environmental Impact Report (2008 – SCH #2002111102) or the Addendum to the Environmental Impact Report (2013); except to trim or prep the existing pit walls and floors for more efficient operations as a

disposal pit, or to remove existing soil piles within the approved pit for use as blending or backfill material. Cut and fill or migration dredging and filling processes for the purpose of pit expansion and disposal of approved waste streams is prohibited.

- (i) The applicant shall adhere to all conditions required by the Solid Waste Facility Permit as approved by the California Department of Resources, Recycling, and Recovery (CalRecycle) and the Local Enforcement Agency (Kern County Public Health Services Department/Environmental Health Division).

(11) The property owner shall continuously comply with the following conditions of approval during implementation of this permit:

- (a) All signs shall comply with the signage regulations of the applicable base zone district and with Chapter 19.84 and Chapter 19.81.040 (h) of the Zoning Ordinance.
- (b) No manifested shipments of hazardous waste materials shall be received.
- (c) A plan for the disposal of drainage waters originating on-site and from adjacent road rights-of-way shall be approved by the Kern County Public Works Department -Building & Development - Floodplain, if required. Easements or grant deeds shall be given to the County of Kern for drainage purposes or access thereto, as necessary.
- (d) The constructed berm for the purpose of diverting flood waters and protecting the project shall be continuously maintained. Any revisions to the berm shall only be made after consultation and approval of the Kern County Public Works.
- (e) This landfill facility has a disposal capacity of 8.35 million cubic yards. No more than 2,000 tons per day of one or a combination of the following waste streams shall be accepted for disposal at this site: : Class A and B biosolids, treated auto shredder waste, cogeneration ash (fly ash), spent sand blast media, lime filter cake, drill cuttings, slag, granulated silica, compost-derived waste, non-compostable winery pulp/waste, destructed cannabis/ marijuana (including consumables), wastewater grit, poultry waste (non-manure), digestates, industrial sand-based waste, shredded polyvinyl chloride (PVC) pipe, dead animals, non-friable asbestos, wastewater sloughing. No other wastes may be accepted at this facility for disposal. Acceptance of additional waste streams shall require prior approval of the California Regional Water Quality Control Board, the Local Enforcement Agency (Kern County Environmental Health Services Department), and an amendment to this use permit.
- (f) Only the following materials shall be accepted for use as Alternative Daily Cover upon approval by the Local Enforcement Agency (LEA): fly ash, auto shredder waste, pistachio shells/hulls, almond shells/hulls, construction and demolition, compost, green material, contaminated sediment, biosolids, dirt, clay, silt.
- (g) Only the following materials shall be accepted for use as Beneficial Use On-Site: clean asphalt, concrete, combination rock, gravel, brick, asphalt grindings. Any grinding or processing of these materials shall be completed off-site, prior to acceptance at the facility.
- (h) Any proposal by the project proponent to accept the following divertible waste streams for disposal must be accompanied by a Fiscal Impact Analysis prepared in coordination with Kern County Public Works Department, Regulatory and Operations Division: Paper and cardboard, Drywall, Flooring, Roofing materials, Tile and windows, Clean dirt, Clay, Silt clean asphalt, Concrete, Combination rock, Concrete with rebar, Gravel, Brick, Asphalt grindings, Food waste, Dimensional lumber, Pistachio hulls, Construction and demolition, Wood and Wood waste, Green waste, Combination wood, Almond hulls, Grass, Branches and leaves, Other plant matter, Excess compost. Upon review and approval of the Fiscal Impact analysis, an amendment to this Conditional Use Permit would be required.
- (i) The composting facility may accept up to 640,000 tons per year, and no more than 1,753 tons per day, of the following materials: Class A and B Biosolids, excess green matter, pistachio and almond hulls, grass, branches,

and leaves, other plant matter, anaerobic digestate, winery pulp, cannabis/marijuana/hemp discards, fats, oils, and greases (FOG), food, paper and, cardboard, poultry manure and processing material, cattle/livestock manure, crop residue, woody biomass, dimensional lumber.

- (j) A summary of daily weight/volume log information shall be submitted to the Director of the Kern County Department of Planning and Natural Resources and the Kern County Public Works – Operations and Regulatory Division on a quarterly basis. A summary of composting source material contents shall also be submitted on a quarterly basis.
- (k) All imported waste streams will be treated or processed off-site.
- (l) The operator shall maintain a comprehensive quality control/quality assurance (QC/QA) program for all waste streams that undergo treatment prior to receipt (e.g., treated auto shredder waste) or that are produced as a result of industrial processes (e.g., ash and lime cake). The intent of this requirement is to assure adequate hazardous waste screening. The QC/QA program report shall be submitted to the Local Enforcement Agency (Kern County Public Health Services Department/Environmental Health Division) for review during the exemption review process. The report should address the new waste streams, waste streams that undergo treatment prior to receipt (e.g., treated auto shredder waste), or that are produced as a result of industrial processes (e.g., ash and lime cake). The intent of this requirement is to assure adequate hazardous waste screening. The QC/QA program report shall be submitted to the Local Enforcement Agency for review during the exemption review process. The report should address the new waste streams.
- *(m) All hazardous materials such as diesel fuel, oils, lubricants, and hydraulic fluids shall be stored properly and Material Safety Data Sheets shall be on site. Hazardous waste shall be managed properly. Training shall be provided to all personnel involved in handling of hazardous materials/waste.
- *(n) All wastes (dewatered Class A and B biosolids, spent sandblast media, cogeneration ash (fly ash), treated auto shredder waste and lime filter cake) shall be evaluated prior to receipt to ensure that only nonhazardous waste is accepted at the proposed facility. In the case of any hazardous waste detection, during either normal testing procedures or special checking of loads, the following procedures will be strictly adhered to in order to minimize contamination: (a) Immediately after discovery of the contaminated material, all key personnel will be properly dressed and equipped to handle the material, and a decontamination area set up; (b) The limits of the suspected contaminated material will be delineated and the waste segregated from all non-hazardous waste streams; (c) The suspected material will then be moved to a specially assigned remote or isolated area of the pit and marked; (d) There, in isolation, the material will be retested to confirm contamination; (e) Upon confirmation of the presence of any hazardous material, the source of the contaminated waste will then be notified for the material's proper and immediate removal to a correctly classified landfill. The Local Enforcement Agency and the California Regional Water Quality Control Board will be immediately notified of the incident.
- *(o) This facility shall only accept dewatered Class A and B biosolids, treated auto shredder waste, cogeneration ash (fly ash), spent sandblast media and lime filter cake. Verification must be obtained from the State (CIWMB) of a solid waste facilities permit that is not subject to the State's disposal reporting system or an exemption to disposal reporting criteria of these wastes must be submitted to the Local Enforcement Agency and the Kern County Planning and Natural Resources Department prior to acceptance of waste. Acceptance of the following waste streams, (shredded auto tires, concrete/cement rubble, designated asphalt products and chipped construction lumber) shall be prohibited either for disposal or for beneficial use. A load check program, as required by Title 27 and Title 14, [Quality Assurance/Quality Control Program Plan] shall also be developed and submitted to the Local Enforcement Agency for approval prior to the acceptance of waste. The load check program and quality assurance/quality control program will be submitted to the Kern County Planning and Natural Resources Department after Local Enforcement Agency approval. **Additionally, the facility may accept drill cuttings, slag, granulated silica, compost-derived waste, non-compostable winery pulp/waste,

deconstructed cannabis/ marijuana (including consumables), wastewater grit, poultry waste (non-manure), digestates, industrial sand-based waste, shredded polyvinyl chloride (PVC) pipe, dead animals, non-friable asbestos, wastewater sloughing as approved by this Resolution (Resolution xx-21).

- * (p) A revised, project-specific, site health and safety plan shall be provided to the Local Enforcement Agency for approval prior to acceptance of waste.
- * (q) The project shall provide a worker changing facility (see Section 3.3.2). This facility will provide an area where all workers will be required to remove used personal protective equipment (PPE) prior to leaving the biosolids landfill area, and where people entering the facility will have to change into their PPE stored at the worker changing facility. The provision of the worker changing facility is to provide hygienic conditions to protect the safety of the workers while preventing the use of work clothes and boots outside of the biosolids work environment. The changing facility will include portable toilet and washing facilities, and a boot rinsing area for the workers.
- * (r) To prevent and avoid any future impacts to the integrity of the well casing and soil column, the established 50-foot diameter existing soil column buffer around the plugged and abandoned oil well will be marked and maintained for future operations. Wastes will be disposed of up against this soil buffer, such that no voids would occur. The buffer will be periodically inspected to confirm that its integrity has not been compromised during operations. An initial inspection will be scheduled with Department of Conservation/ Geologic Energy Management Division staff prior to April 15, 2008.
- * (s) In the event that any structures will be built by the project within the buffer zone with the potential to impact the two (2) plugged and abandoned oil wells (API No. 09261186 and API No. 02935128) the Bakersfield Office of the Department of Conservation/Geologic Energy Management Division shall be contacted to inspect the wells and to recommend and approve any remediation required.
- * (t) If during grading, excavation or any other activity, any plugged and abandoned or unrecorded wells are uncovered or damaged, the Bakersfield office of the Department of Conservation/ Geologic Energy Management Division shall be contacted to inspect the well and to approve any remediation required. Should remedial actions be required, the applicant will be responsible for implementing the Department-required corrective action.
- * (u) Dewatered Class A and B biosolids shall be disposed in the Pit “G” and Pit “F/G Connection area” only.
- * (v) The applicant shall, prior to initiation of the project operations, submit an Integrated Pest Management (IPM) Plan for approval by the Kern Mosquito and Vector Control District and the Kern County Public Health Services Department/Environmental Health Division. The IPM Plan shall be designed to use good housekeeping practices as the primary tool. The IPM Plan shall include (but not be limited to) measures to combat vector infestation by ensuring good drainage of biosolids areas, frequent flushing, clean-up and maintenance of biosolids disposal edges, and prompt repair of leaking leachate system and rinsate system pipes and equipment. Secondary measures to be included in the IPM Plan are, as needed, biological controls including; but not limited to, the use of parasitic beetles and mites (to control egg and larvae populations) and parasitic wasps (to control fly pupae populations). When housekeeping and biological controls prove ineffective, or have provided limited effectiveness, chemicals (i.e., pesticides) may supplement the program. When chemicals are used, special care shall be taken to select and apply chemicals that are compatible with existing biological controls (i.e., those that do not kill parasitic wasps). These chemicals will be used only as necessary and in compliance with Federal and State laws and regulations regarding pesticides storage, application, and disposal. Chemicals classified as restricted materials will be applied only under permits issued

by the Kern County Agricultural Commissioner. Bulk pesticides will be applied only by a State-licensed pesticide applicator. Insecticides will be prepared and applied in conformance with practices recommended by the University of California cooperative extension.

The Integrated Pest Management Plan shall contain a record-keeping protocol, which shall be followed and records kept on site and available upon request by the Kern County Vector and Mosquito Abatement District and the Kern County Public Health Services Department/ Environmental Health Division.

- * (w) The Report of Disposal Site Information shall include a litter control program for the facility. The litter control program shall include disposal vehicle inspections, frequency and distance from entrance gate for roadside litter removal. This program shall be approved by the Kern County Public Health Services Department/Environmental Health Division prior to commencement of operations.
- (x) The waste disposal areas, include Pit Areas "F", "G", and the "F/G Connection area." Interior areas not occupied by these pits shall be utilized for ancillary uses, such as overburden storage, truck washing, worker changing facilities, and water storage. Pit "E" has reached capacity.
- (y) Buffer areas designated 3.4.1 (Solid Waste Disposal Facility Buffer), 8.3/2.10 (Extensive Agriculture - Nearby Waste Facilities), or 8.4/2.10 (Mineral and Petroleum - Nearby Waste Facilities) shall be allowed to continue with existing land uses, such as mining and agriculture. Ancillary landfill activities, such as gas or groundwater monitoring, shall also be allowed uses.
- (z) Pit "F" shall not receive dewatered Class A and B biosolids.
- (aa) Pit "G" shall only receive dewatered Class A and B biosolids and fly ash as co-disposal. Other approved waste streams may also be disposed but shall be kept segregated from the biosolids disposal area. If disposal operations for any of the waste streams, including biosolids, cease, the affected disposal area shall be capped with soil, and disposal operations of the remaining waste streams will commence over the capped area.
- (bb) The Pit "F/G Connection area" shall receive the dewatered Class A and B biosolids and fly ash as co-disposal. Other approved waste streams may also be disposed but shall be kept segregated from the biosolids disposal area. If disposal operations for any of the waste streams, including dewatered Class A and B biosolids, cease, the affected disposal area shall be capped with soil and disposal operations of the remaining waste streams will commence over the capped area. The leachate collection and removal system shall be incrementally expanded to cover this area of biosolids disposal.
- (cc) The facility shall require the construction and maintenance of a three-(3-)strand or four-(4-)strand barbed wire perimeter fence to provide for site security and public health and safety. A small mesh exclusionary panel will be installed along the bottom of the perimeter fence to discourage wildlife from accessing the work areas.
- (dd) Prior to acceptance of any dewatered Class A and B biosolids, the construction and operation of a mobile or skid-mounted high pressure or steam cleaning wash rack system shall be installed to clean/decontaminate equipment used with biosolids disposal activities, as well as to wash off the exteriors of biosolids delivery trucks after their loads have been dumped in the authorized disposal area and prior to return to a public road. This includes the construction/installation of a 10,000 gallon rinsate wastewater tank to contain recirculated wastewater from washing of equipment and biosolids delivery trucks.

- (ee) Installation of leachate collection and recovery systems in the biosolids disposal areas, including associated piping, pumps, and a 10,000 gallon leachate storage tank, shall be constructed as required by the Local Enforcement Agency and California Regional Water Quality Control Board as part of the Solid Waste Facility Permit.
- (ff) The project shall include the construction/installation of a 10,000 gallon water tank to provide storage for additional water to be used for biosolids disposal activities, including, but not limited to, equipment cleaning, a mobile worker changing facility, and truck washing.
- (gg) Fly ash would only be accepted at the facility which is either the nonhazardous residue from the combustion of the material or the hazardous residue which may be managed as a nonhazardous waste in accordance with Section 66260.200(f) or Section 66260.210 of Title 22.
- (hh) No crystalline silica based sand media shall be accepted.
- (ii) No spent sandblast media that exceeds hazardous threshold concentration levels will be accepted or disposed of at the project.
- ** (jj) The project proponent shall enter into a Developer Mitigation Contract with the San Joaquin Valley Air Pollution Control District to reduce emissions of reactive organic gases, nitrogen oxide, and particulate matter (PM₁₀ and PM_{2.5}) to ensure that all project-related construction and operational emissions within the San Joaquin Valley Air Basin are fully offset (i.e., no net increase). Emission reductions may be achieved by use of newer, low-emission equipment, implementation of on-site or off-site mitigation, and/or the funding of off-site mitigation, through participation in the San Joaquin Valley Air Pollution Control District's off-site mitigation program.

The Developer Mitigation Contract shall be reviewed and approved by the San Joaquin Valley Air Pollution Control District. The project proponent shall enter into a Developer Mitigation Contract with the San Joaquin Valley Air Pollution Control District to reduce emissions of reactive organic gases, nitrogen oxide, and particulate matter (PM₁₀ and PM_{2.5}) to ensure that all project-related construction and operational emissions within the San Joaquin Valley Air Basin are fully offset (i.e., no net increase). Emission reductions may be achieved by use of newer, low-emission equipment, implementation of on-site or off-site mitigation, and/or the funding of off-site mitigation, through participation in the San Joaquin Valley Air Pollution Control District's off-site mitigation program.
- *(kk) Twelve EPA/CARB Tier-0 diesel engines used in existing shared off-road equipment for adjacent mining operations and disposal operations will be replaced with new less polluting EPA/CARB certified Tier-II engines. Written evidence of completion shall be submitted to the Kern County Planning and Natural Resources Department.
- *(ll) Heavy-duty diesel engine commercial vehicles will be required to comply with the CARB's five-(5)-minute idling limit Airborne Toxic Control Measure. When available, ultra-low sulfur diesel fuel (15ppm) shall be utilized.
- *(mm) Dewatered Class A and B biosolids shall be placed in disposal pits along with an existing waste stream, such as fly ash, for co-disposal. The biosolids will be disposed of, covered and compacted with a minimum six (6) inches of soil material at the end of each working day in accordance with San Joaquin Valley Air Pollution

Control District Rule 4565. In the event of inclement weather conditions, biosolids will also be covered by the end of the day with a thin soil cover in accordance with San Joaquin Valley Air Pollution Control District Rule 4565 until the material can be discharged to the biosolids disposal area.

- * (nn) Monitoring of landfill gas emissions shall be in accordance with applicable regulatory requirements so as to determine when significant amounts of landfill gas are generated such that a landfill gas collection system is mandated. When biogas production becomes significant, as determined by the San Joaquin Valley Air Pollution Control District, (surface concentration greater than 500 ppmv) then a vapor collection and control system will be used to reduce biogas emissions. Biogas control systems typically consist of gas extraction wells and gas collection piping for transporting extracted gas to a facility for use as fuel or to a flare for incineration. The project will design and install a landfill gas collection system approved by the appropriate regulatory agencies (Local Enforcement Agency, California Department of Resources, Recycling, and Recovery (CalRecycle), San Joaquin Valley Air Pollution Control District).

- * (oo)
 - *1. The project will install an onsite flare in accordance with all applicable regulatory requirements to combust the 75 percent of landfill gas emissions captured by the landfill gas collection system. The on-site flare will have a destruction efficiency of 99 percent.

 - *2. After project commencement, the project proponent shall become a "Forest Founder" of the Tree Foundation of Kern and/or Kern River Parkway Foundation or use some other appropriate planting organization. Use of an appropriate planting organization will ensure the long-term maintenance to maturity of the trees. The applicant shall purchase 671 trees at \$50 per tree to be planted over the next three (3) years at a minimum of 224 trees per year until completion. The applicant shall provide appropriate documentation regarding the organization, the plan for tree planting, and completion of the purchase of the tree planting.

- * (pp) Unpaved roads shall be watered to reduce fugitive dust emissions. Wet suppression of unpaved road dust, conducted in accordance with procedures recommended in San Joaquin Valley Air Pollution Control District Regulation – VIII will reduce unpaved roads dust by 50 percent (URBEMIS recommended control efficiency). Compliance with other requirements in Regulation – VIII will result in additional un-quantified reductions in fugitive dust emissions.

- (qq) The number of trucks delivering waste to the landfill shall be limited to a maximum of 91 trucks per day, and limited to a maximum of 546 trucks per week. The number of trucks delivering waste to the composting and bioenergy facility shall be limited to 125 trucks per day and no more than 875 trucks per week. Additional increases in truck traffic shall require a formal amendment to this condition at a public hearing.

- * (rr) To improve Holloway Road, the applicant will be responsible for a proportionate share of the costs to improve the full-width of the road to Highway 46 based on the increase in truck traffic volumes generated by this project. Costs are \$96,460 (based on 1,378 tons of material) as calculated by the Kern County Roads Department and paid prior to implementation of the project.

- * (ss) The project applicant will consult with California Department of Transportation (Caltrans) to develop plans to install a temporary deceleration lane for westbound traffic on State Route 46 to make right turns onto Holloway Road, as well as a temporary acceleration lane for westbound traffic to make right turns onto State Route 46 from Holloway Road. The applicant will install these improvements per the approved plans and to the satisfaction of Caltrans prior to commencement of increased waste deliveries. These improvements will

provide for improved safety at the Holloway Road/State Route 46 intersection on an interim basis until the State Route 46 four-lane widening project is completed.

- (tt) Mining activity is prohibited on the landfill and composting site 3.4 (Solid Waste Facilities) area.
- (uu) Operating hours are permitted for 24 hours per day, seven (7) days per week.
- (vv) The applicant shall submit to the Local Enforcement Agency (Kern County Public Health Services Department/Environmental Health Division) a revised extreme weather operations manual which addresses operation of the landfill and composting facilities during extreme weather events, such as dust storms, high winds, heavy rains, and heavy fog. This includes incoming and outgoing truck operations during high winds and low visibility conditions. This manual shall become part of the Report of Disposal Site Information.
- (ww) Litter control for the site must be included in the Report of Site Disposal Information, including inspection of tarps on incoming trucks. Fugitive litter shall also be addressed, including frequency of removal and the distance from the front gate of removal.
- (xx) The applicant shall comply with any and all requirements of the revised Solid Waste Facilities Permit, including the Waste Discharge Requirements, of the California Regional Water Quality Control Board.
- *(yy)
 1. Project work areas subject to disturbance will be limited to the area that has been evaluated during the biological reconnaissance survey and the boundaries of all work areas will be clearly delineated in the field. The area surveyed included all areas not currently being used for disposal activities within the project area and an approximately 200-foot buffer. All H. M. Holloway employees and any subcontractor doing work within the permit area will be informed of the project perimeter of the area surveyed.
 2. Prior to new ground disturbing activities outside of the proposed fenced area and for activities conducted within the additional marshalling and stockpiling area a preactivity survey will be performed by a qualified biologist not more than 14 days prior (see Figure 3-7). If, during those surveys, resources that have been evaluated in this report are found, necessary and applicable measures will be implemented to avoid/minimize potential impacts. A copy of the pre-activity survey report, which includes delineation of survey areas and pertinent project features, shall be submitted to the Kern County Planning and Natural Resources Department prior to initiating new ground disturbing activities outside the fenced area, or within the marshalling and stockpiling area. If sensitive biological resources are identified that have not been evaluated, all activities will be temporarily stopped and California Department of Fish and Wildlife (CDFW) and/or U.S. Fish and Wildlife Service (USFWS) will be consulted as appropriate to determine what additional measures may be required to avoid impacts to such species.
 3. Annual surveys for potential nest sites in the permit area shall be conducted prior to nesting season (December/January). All banks will be evaluated for potential nesting opportunities, such as crevices or shelves. In the event that any nesting material is found, it will be promptly removed and any potential nesting cavities filled in or removed to discourage nesting within the active permit area. In the event that actively nesting birds are found within the permit area, nests, eggs, and young will be avoided until the young have fledged unless appropriate permits are obtained. As discussed below, all employees and contractors will be subject to a Sensitive Species Training Program. A qualified

biologist will be retained to make a determination as to when fledging has occurred. Alternatively, the site could be evaluated the following December/January during the annual survey for potential nest sites to determine a course of action.

4. A barbed wire fence will be placed around all the receiving pits with and along the Solid Waste Facility Permit Area at the direction of the owner/operator and Local Enforcement Agency (see Figure 4.2-1 for preliminary location and alignment). The final location of the perimeter fencing shall be as approved by and on file with the Local Enforcement Agency in plans submitted by the applicant. Fencing surrounding the active areas of the permit area will include small-mesh (1/4 inch diameter or smaller) exclusion fencing installed from 6 inches below ground level to at least 24 inches above grade to discourage wildlife from accessing the work areas.
 5. A 15 miles per hour speed limit will be implemented on any nonpublic roads within the permit area.
 6. Sensitive Species Training Program: As part of H. M. Holloway's Safety Training all employees and contractors will be trained to be aware of listed species which may be present and how to avoid impacts to them. Initial awareness training will be followed up by yearly refresher training. Firearms and pets are prohibited from the permit area. All food-related trash such as wrappers, cans, bottles, and food scraps will be disposed of in closed containers and regularly removed from the permit area. No deliberate feeding of wildlife will be allowed. If any listed species are observed within the permit area boundaries, a qualified biologist will be contacted to assist with avoidance of the species.
- *(zz) Prior to the installation of fencing, all potential kit fox dens as identified in the biological reconnaissance report will be monitored and excavated per "U.S. Fish and Wildlife Service (USFWS) Standardized Recommendations for the Protection of San Joaquin kit fox Prior to or During Ground Disturbance" (Standardized Recommendations) (USFWS 1999). Six (6) potential kit fox dens were observed in the additional marshalling and stockpiling area (see Figure 4.2-2). If the status of any of the identified potential kit fox dens changes to known or suspected pupping den, the appropriate buffer as described in the Standardized Recommendations will be established around any such den and the USFWS and California Department of Fish and Wildlife (CDFW) will be contacted for further guidance prior to fencing the site. No excavation or other disturbance of known or suspected pupping dens should occur without contacting USFWS and CDFW and obtaining the appropriate permits.
- *(aaa)
1. Occupied burrows should not be disturbed during the nesting season (February 1 through August 31), unless a qualified biologist approved by CDFW verifies through noninvasive methods that either: (1) the birds have not begun egg-laying and incubation; or (2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival. Refer to MM 4.2-1(B) for a discussion on preactivity surveys.
 2. The proposed project is in a highly disturbed area. Burrowing owls have been observed in this area in close proximity to and within existing facilities and disturbed areas. Therefore, if active burrowing owl burrows are observed, during the annual biological surveys, or at other times during site operations by site personnel (refer to MM 4.2-1(F), they should be avoided as follows: (a) during nesting season (February 1 through August 31), burrows should be avoided by up to 250 feet, taking into consideration the distance to the closest existing disturbance or facility (e.g. roads); and, (b) outside of nesting season, burrows should be avoided by up to 160 feet, taking into consideration the distance to the closest existing disturbance or facility. No new disturbance should occur within 160 feet of occupied burrows during the nonbreeding season of September 1 through January 31 or

within 250 feet during the breeding season of February 1 through August 31. Due to the highly disturbed nature of the permit area and the areas adjacent to owl burrows, additional preservation of foraging habitat is not recommended.

3. When destruction of occupied burrows is unavoidable, existing unsuitable (not of the correct size or shape for owl utilization) burrows within H. M. Holloway land holdings but outside of and protected from landfilling activities should be enhanced (enlarged or cleared of debris) or new burrows created (by installing artificial burrows) at a ratio of 2:1 in adjacent suitable habitat that is contiguous with the foraging habitat of the affected owls. Artificial burrows should follow California Department of Fish and Wildlife (CDFW) recommended design or be approved by CDFW if an alternative design is used. Burrow enhancement or creation should be conducted in adjacent habitat outside of disposal areas controlled by H. M. Holloway and should be in areas that can be protected from surface-disturbing activities by a minimum of 6.5 acres per burrow. If owls must be moved away from the disturbance area, passive relocation [as described in CDFW's "Staff Report on Burrowing Owl Mitigation" (1995)] should be implemented. A time period of at least one (1) week is recommended to allow the owls to move and acclimate to alternate burrows. Relocation of owls should only be implemented during the non-breeding season.
4. Artificial burrows should be monitored for use during the annual surveys described in MM 4.2-1.

*(bbb) In the event of an inadvertent discovery of a cultural resource during excavation and grading, the following mitigation measures shall apply:

1. If human remains are found during construction, CEQA requires that further work or disturbance of the site be halted. The discovery will be inspected and the remains be handled in a manner consistent with Public Resources Code 5097.98-99, Health and Safety Code 7050.5, and CEQA Section 15064.5.
2. In the event any as yet undetected (i.e. buried) cultural or paleontological resources are encountered on the Project site at a future time, a qualified archaeologist or paleontologist shall be contacted to evaluate the find in conformance with 15064.5 of CEQA.

(ccc) The development shall comply with any requirements of the San Joaquin Valley Unified Air Pollution Control District.

(ddd) If any previously unknown oil, gas or injection wells are discovered, work in the area of discovery shall be stopped and the Department of Conservation/Geologic Energy Management Division/Bakersfield office contacted by the project proponent to obtain information on the requirements of, and approval to perform, remedial operations implemented prior to resumption of work in the area of discovery.

(eee) If any previously unknown archaeological or cultural resources are discovered, work in the area of discovery shall be stopped and a qualified archaeologist contacted to evaluate the find. A copy of the archaeologist's evaluation shall be submitted to the Kern County Planning and Natural Resources Development Department upon its issuance and any measures recommended by the archaeologist shall be implemented prior to resumption of work in the area of discovery.

(fff) All exterior/outdoor lighting fixtures shall comply with Chapter 19.81 (Outdoor Lighting "Dark Skies Ordinance") of the Kern County Zoning Ordinance. Lighting fixtures shall not exceed a height of 30

feet above grade, if freestanding, or the height of the building upon which they are attached. Light fixtures shall be maintained in sound operating conditions at all times.

- (ggg) The site shall be closed to the general public and there shall be no retail sales conducted on-site.
 - (hhh) A facility employee shall be present when oncoming waste shipments are received. The facility gate shall be locked when no employees are present.
 - (iii) All signs shall comply with the signage regulations of the applicable base zone district and with Chapter 19.84 and Chapter 19.81.040(h) of the Zoning Ordinance.
 - (jjj) All used oil (as defined in Section 25250.1 of the California Health and Safety Code) shall be disposed of in accordance with all local, State, and federal regulations following consultation with the Kern County Public Health Services Department/Environmental Health Division/Hazardous Materials Section, State of California Department of Health Services, and the Environmental Protection Agency. All used oil and other wastes shall be transported by a registered waste hauler.
- (12) This permit shall become null and void if the use authorized has not been activated within a three-(3-)year period of time of the approval of said permit, unless an extension of time has been granted by the decision-making authority, upon written request before expiration of the three- (3-) year period.
- (13) The landfill closure commencement date shall be as specified in the revised Solid Waste Facility Permit approved by CalRecycle. Any change in closure date shall be reported to the Planning and Natural Resources Department and filed as reference.
- (14) At the time building permits are applied for, a filing fee may be imposed to ensure that final plans are consistent with adopted conditions of approval. This fee may serve as an initial deposit for particularly complex cases, in which case a cost recovery agreement will be required and charges will be billed in accordance with the approved fee schedule; and

(c) Noncompliance with the adopted conditions of approval may cause permit revocation proceedings in accordance with Section 19.102.020 of said Ordinance Code; and

(d) The findings of this Commission upon which its decision is based are as follows:

- (1) The applicable provisions of the California Environmental Quality Act, the State CEQA Guidelines, and the Kern County Guidelines have been duly observed in conjunction with said hearing in the consideration of this matter and all of the previous proceedings relating thereto.
- (2) This project is recommended for approval despite the existence of certain significant environmental effects identified in said Environmental Impact Report, and this Commission recommends the Board of Supervisors make and adopt the findings with respect to each thereof set forth in Exhibit A, appended hereto and made a part hereof by reference, pursuant to Section 15091 of the State CEQA Guidelines (Title 14, Administrative Code) and Section 21081 of the Public Resources Code and declares that it considered the evidence described in connection with each such finding in Exhibit A and that such evidence is substantial and supports such finding.

This Commission acknowledges that approval of this project will produce certain environmental impacts which cannot be mitigated and, in accordance with Section 15093 of the State CEQA Guidelines (Title 14, Administrative Code)

hereby recommends the Board of Supervisors adopt a Statement of Overriding Considerations set forth in Exhibit B, appended hereto, and made a part hereof, which summarizes the reasons why this project, despite certain environmental impacts, has been approved.

Said Environmental Impact Report is complete and adequate in scope and has been completed in compliance with the California Environmental Quality Act and with the State CEQA Guidelines and the Kern County Guidelines for implementation thereof.

- (3) The effect upon the environment of such project and the activities and improvements which may be carried out thereunder will not interfere with maintenance of a high-quality environment now or in the future. Mitigation measures have been incorporated from the Environmental Impact Report as conditions of approval, and the adopted Mitigation Measure Monitoring Program specifies the required steps to satisfy each mitigation measure.
- (4) The proposed use is consistent with the goals and policies of the General Plan.
- (5) The proposed use is consistent with the purpose of the applicable district or districts.
- (6) The proposed use is listed as a use subject to a conditional use permit in the applicable zoning district or districts or a use determined to be similar to a listed conditional use in accordance with the procedures set out in Section 19.08.030.
- (7) The proposed use meets the minimum requirements of this title applicable to the use and complies with all other applicable laws, ordinances, and regulations of the County of Kern and the State of California.
- (8) The proposed use will not be materially detrimental to the health, safety, and welfare of the public or to property and residents in the vicinity.
- (9) Approval of this request is consistent with previous actions on the project site and will allow development that is beneficial to community residents.
- (10) Approval of this request is consistent with past Commission/Board action for similar requests in the area.
- (11) Approval of this project shall not be considered operative, vested, or final until such time as the required verification from the Office of the County Clerk is submitted, attesting that payment of fees for the filing of a "Notice of Determination" for the benefit of the California Department of Fish and Game, as required by AB 3158 (Section 10005 Public Resources Code) has been made.
- (12) In accordance with CEQA, the Lead Agency may conclude that certain mitigation measures identified are infeasible or otherwise ineffective during public review. In those circumstances, the Lead Agency, may delete those mitigation measures and substitute for them other mitigation measures the Lead Agency finds are equivalent or more effective in mitigating significant effects so long as they do not cause potentially significant effects. It is the Lead Agency's determination that clarification to proposed mitigation are considered more effective in mitigating significant effects and are not considered new significant information requiring the recirculation of the Final EIR under CEQA and do not create new significant effects on the environment; and

(e) The Secretary of this Commission shall cause a Notice of Determination to be filed with the County Clerk; and

(f) The Secretary of this Commission shall cause copies of this resolution to be transmitted to the following:

Lost Hills Environmental, LLC (PP18111) (applicant/owner) (1)
Kern County Fire Department (1)
Kern County Public Health Services Department/Environmental Health Division (1)
Kern County Public Works Department/Floodplain Division (1)
San Joaquin Valley Air Pollution Control District (1)
California Regional Water Quality Control Board (1)
Department of Conservation/Geologic Energy Management Division (1)
LiUNA (1)
Kern County Assessor/Chief, Realty Division (1)
File (3)

cc



Holloway Environmental Solutions, LLC

2019 Westwind Dr., Suite B
Bakersfield CA 93301

HollowayEnvironmental.com

COST PROPOSAL FORM

TO: The Los Angeles County Sanitation Districts No. 2, hereinafter referred to as the "Districts".

- Pursuant to and in compliance with the other documents relating thereto, the undersigned proposer, having familiarized itself with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with:

RFP No.: 04026 QUESTCDN No.: 8341819
BIOSOLIDS MANAGEMENT SERVICES 2023
1955 Workman Mill Road, Whittier, CA 90601

- COST:** The undersigned proposer agrees to perform all work according to the Specifications provided herein specified, for the amounts as set forth below for the "Biosolids Management Services 2023", all as indicated in the project documents:

Description	Unit Price/Ton
Combined Biosolids Hauling and management rate at JWPCP	\$ 68.00
Combined Biosolids Hauling and management rate at VALWRP	\$ 48.00
Combined Biosolids Hauling and management rate at Palmdale	\$ 56.00
Combined Biosolids Hauling and management rate at Lancaster	\$ 54.00
Gate Rate <i>(if applicable)</i>	\$ 20.00

- All notices or other correspondences should be addressed to the Contractor at the address stated.

4. Contractor's License Number: _____ Expiration: _____

Contractor's Classification(s): _____

Contractor's DIR Number: PW-LR-1000369167

Federal Tax I.D. Number 82-0860017

- The names of all persons interested in this proposal as principals are as follows:

Name	Title	Address
Dennis French	Chairman/Managing Director	2019 Westwind Dr, suite B. Bakersfield, CA. 93301
Brian Maxted	Chairman/CEO	2019 Westwind Dr. suite B Bakersfield, CA. 93301
Daniel Allen	COO	2019 Westwind Dr. suite B Bakersfield, CA. 93301

SUBMIT THIS FORM WITH PROPOSAL.

Important Notice: If Contractor is a corporation, state legal name of corporation, also name corporate officers; if a partnership, state names of partners, if individual, state full name.

6. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sec. 4100, et. seq.) and any amendments thereof, each bidder shall set forth below:

(a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total proposal or, in the case of offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total proposal or ten thousand dollars (\$10,000), whichever is greater.

(2) An inadvertent error in listing the California contractor license number or public works contractor registration number provided pursuant to paragraph (1) shall not be grounds for filing a proposal protest or grounds for considering the proposal nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the proposal opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

7. **SIGNATURE:** I certify that I am authorized on behalf of the Contractor's named below to submit this proposal:

Signature of Proposer: _____

Contractor printed name: Daniel Allen Title: COO

Business Address: 2019 Westwind Dr. Suite B Bakersfield, CA. 93301

Business Telephone: 661-667-1056 Business Email: dan.allen@hnholloway.com

Date: 3/09/2023 EMR Rating: 184%

Proposer's submittal must include the following items, filled out and signed by authorized signatory personnel of the company, in order to be considered responsive.

- Proposal Form
- References List Form
- Designation of Subcontractors Form
- Non-Collusion Declaration Form
- Contractor's Verification of Contractor and Subcontractors' DIR Registration
- Contractor's Certificate Regarding Workers' Compensation

Attachment D: Wage Rates

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Driver (On/Off-Hauling To/From Construction Site)

Determination:

C-DT-830-261-10-2021-1

Issue Date:

February 22, 2021

Expiration date of determination:

March 31, 2021* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino and San Diego Counties.

Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare ^a	Pension	Vacation and Holiday ^b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^c	Sunday/Holiday Overtime Hourly Rate (1 ½ X)
Driver: Dump Truck	\$17.00	\$2.05	\$0.085	\$0.33	\$0.00	\$0.00	8.0	\$19.465	\$27.965	\$27.965

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

* There is no predetermined increase applicable to this determination

^a The contribution applies to all work up to \$355.00 per month.

^b \$0.65 after 2 years of service

\$0.98 after 5 years of service

\$1.31 after 9 years of service

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

Attachment E: Fee Adjustment

Fee Adjustment

A Fuel Price Adjustment (FPA) in the form of a surcharge or discount will be made to the base fee in dollars per wet ton on a monthly basis as described in the formulas shown below. The FPA will not apply during periods when the monthly average of all weekly diesel fuel prices supplied by the US Department of Energy, in the Energy Information Administration (EIA) California Retail on-Highway Diesel Price Index for a given month is within 10% of the retail fuel price at time of contract award, or between \$5.00 and \$6.12 per gallon.

The fuel surcharge or discount shall be calculated as follows:

$$\text{FPA} = (\text{Retail Fuel Price} - \text{Reference Price}) \times (\text{RT miles}) / 5 \text{ miles per gallon} / 25 \text{ tons}$$

where:

Retail Fuel Price = average of all weekly diesel fuel prices supplied by US Department of Energy

Reference Price = \$5.00 when Retail Fuel Price is below \$5.00

\$6.12 when Retail Fuel Price is above \$6.12

RT miles = 280 miles

Example Calculations (for illustrative purposes only; numbers are purely examples)

Base Fee = \$56.00

Total Fee = Base Fee + Adjustment

Example No. 1 – Fuel Surcharge

Assume fuel price = **\$6.50 per gallon**

$[\$6.50 - \$6.12] \times [(280 \text{ miles}/5 \text{ miles per gallon})/25 \text{ tons}] = \mathbf{\$0.85}$ per wet ton

Total Fee = \$56.00 + \$0.85 = \$56.85

Example No. 2 – Fuel Discount

Assume fuel price = **\$4.75 per gallon**

$[\$4.75 - \$5.00] \times [(280 \text{ miles}/5 \text{ miles per gallon})/25 \text{ tons}] = \mathbf{\$0.56}$ per wet ton

Total Fee = \$56.00 - \$0.56 = \$55.44