#### SERVICE CONTRACT

# Plant No. 1 Building A Feeder Cables Replacement (MP-337) Specification No. S-2021-1261BD

**THIS CONTRACT** is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708 (hereinafter referred to as "OC San") and AMTEK Construction with a principal place of business at 946 North Lemon Street, Orange, California 92867 (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

#### WITNESSETH

WHEREAS, OC San desires to temporarily retain the services of Contractor for feeder cable replacement at Plant 1 Building A (MP-337) as described in Exhibit "A" (Services); and

**WHEREAS**, OC San has chosen Contractor to conduct the Services in accordance with Ordinance No. OC SAN-56; and

**WHEREAS**, on October 27, 2021, the Board of Directors of OC San, by minute order, authorized execution of this Contract between OC San and Contractor; and

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

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

#### 1. <u>Introduction</u>

- 1.1 This Contract and all exhibits hereto is made by OC San and the Contractor. The terms and conditions herein exclusively govern the purchase of Services as described in Exhibit "A".
- 1.2 Exhibits to this Contract are incorporated by reference and made a part of this Contract as though fully set forth at length herein.

Exhibit "A" Scope of Work

Exhibit "B" Bid Price Form

Exhibit "C" Determined Insurance Requirement Form

Exhibit "D" Contractor Safety Standards

Exhibit "E" Human Resources Policies

Exhibit "F" General Conditions

- 1.1 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions in the document highest in precedence shall be controlling. The order of precedence of the Contract is set forth below:
  - Addenda issued prior to opening of Bids the last in time being the first in precedence
  - b. Service Contract
  - c. Exhibit "F" General Conditions
  - d. Exhibit "C" Determined Insurance Requirement Form
  - e. Exhibit "D" Contractor Safety Standards
  - f. Permits and other regulatory requirements
  - g. Exhibit "E" Human Resources Policies
  - h. Exhibit "A" Scope of Work
  - i. Exhibit "B" Bid Price Form

- 1.2 The provisions of this Contract may be amended or waived only by a writing executed by authorized representatives of both Parties hereto.
- 1.3 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.
- 1.4 The term "hours", when used in this Contract, shall be as defined in Exhibit "A".
- 1.5 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the price provided under "Compensation" below.
- 1.6 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of the purchase of the Services by OC San.
- **Compensation** The compensation to be paid by OC San to Contractor for the Services provided under this Contract shall be a total amount not to exceed Three Hundred Fifty-six Thousand, Three Hundred Thirty-three Dollars (\$356,333.00).

# 3. <u>California Department of Industrial Relations (DIR) Registration and Record of Wages</u>

- 3.1 To the extent Contractor's employees and/or its Subcontractors who will perform Work during the design and preconstruction phases of a construction contract or perform Work under a maintenance contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code section 1720 et seq., Contractor and its Subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4, the work is subject to compliance monitoring and enforcement by the DIR.
- 3.2 The Contractor and its Subcontractors shall maintain accurate payroll records, shall comply with all the provisions of Labor Code section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Penalties for non-compliance with the requirements of Labor Code section 1776 may be deducted from progress payments per Labor Code section 1776.
- 3.3 Pursuant to Labor Code section 1776, the Contractor and its Subcontractors shall furnish a copy of all certified payroll records to OC San and/or general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- 3.4 The Contractor and its Subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e).
- 3.5 In addition, refer to General Conditions, Exhibit "F", GC-4, LAWS TO BE OBSERVED.

#### 4. Payments and Invoicing

- 4.1 OC San shall pay, net thirty (30) days, upon receipt and approval, by OC San's Project Manager or designee, of an itemized invoice submitted for all Services completed in accordance with Exhibit "A". OC San, at its sole discretion, shall be the determining party as to whether the Services have been satisfactorily completed.
- 4.2 Invoices shall be emailed by Contractor to OC San's Accounts Payable at <u>APStaff@OCSan.gov.</u> In the subject line, reference "INVOICE" with the Purchase Order Number and S-2021-1261BD.

- 5. <u>Audit Rights</u> Contractor agrees that, during the term of this Contract and for a period of three (3) years after its termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
- **6. Scope of Work** Subject to the terms of this Contract, Contractor shall perform the Services identified in Exhibit "A". Contractor shall perform said Services in accordance with generally accepted industry and professional standards.
- 7. <u>Modifications to Scope of Work</u> Requests for modifications to the Scope of Work hereunder can be made by OC San at any time. All modifications must be made in writing and signed by both Parties.
- **8.** <u>Contract Term</u> The Services provided under this Contract shall be completed within seventy (70) calendar days from the effective date of the Notice to Proceed.
- **9.** <u>Extensions</u> The term of this Contract may be extended only by written instrument signed by both Parties. In addition, refer to General Conditions, Exhibit "F", GC-27, EXTENSION OF TIME FOR DELAY.
- **10. Performance** Time is of the essence in the performance of the provisions hereof.

#### 11. Termination

- 11.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San of intent to terminate. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for Work performed (cost and fee) to the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost or claim hereunder by Contractor other than for Work performed to the date of termination.
- 11.2 OC San reserves the right to terminate this Contract immediately upon OC San's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Contract.
- 11.3 OC San may also immediately cancel for default of this Contract, in whole or in part, by written notice to Contractor:
  - if Contractor becomes insolvent or files a petition under the Bankruptcy Act, or
  - if Contractor sells its business, or
  - if Contractor breaches any of the terms of this Contract, or
  - if the total amount of compensation exceeds the amount authorized under this Contract.
- 11.4 All OC San property in the possession or control of Contractor shall be returned by Contractor to OC San upon demand, or at the termination of this Contract, whichever occurs first.
- 12. <u>Insurance</u> Contractor and all Subcontractors shall purchase and maintain, throughout the life of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Determined Insurance Requirement Form (attached hereto and incorporated herein as Exhibit "C"). Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any Subcontractor to commence service pursuant to a subcontract until all

insurance required of the Subcontractor has been obtained. Failure to maintain required insurance coverage shall result in termination of this Contract.

# 13. Bonds Not Used

- 14. Indemnification and Hold Harmless Provision Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or be caused by Contractor's services under this Contract, or by its Subcontractor(s) or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Contractor shall indemnify, protect, defend and hold harmless OC San, its elected and appointed officials, officers, agents and employees, from and against any and all claims, liabilities, damages or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person or damage to property or interference with the use of property, arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process, or any patented or unpatented invention, article or appliance, furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor of or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims. allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San.
- 15. Contractor Safety Standards and Human Resources Policies
  on the Subcontractor (s) to follow and ensure their employees follow all Federal, State, and local regulations as well as the Contractor Safety Standards while working at OC San locations. If during the course of the Contract it is discovered that the Contractor Safety Standards do not comply with Federal, State, or local regulations, then the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor and all of its employees and Subcontractors, shall adhere to the safety requirements in Exhibit "A", all applicable Contractor Safety Standards attached hereto in Exhibit "D," and the Human Resources Policies in Exhibit "E".
- 16. <u>Warranties</u> Refer to General Conditions, Exhibit "F", GC-19 WARRANTY (CONTRACTOR'S GUARANTEE).
- 17. Liquidated Damages Not Used
- 18. Force Majeure Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government or any other cause beyond its control, but said party shall use reasonable efforts to minimize the extent of the delay. Work affected by a Force Majeure condition may be rescheduled by mutual consent or may be eliminated from the Contract.
- **19.** <u>Freight (F.O.B. Destination)</u> Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

- 20. <u>Familiarity with Work</u> By executing this Contract, Contractor warrants that: 1) it has investigated the Work to be performed; and 2) it understands the facilities, difficulties and restrictions of the Work under this Contract. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.
- **21.** <u>Regulatory Requirements</u> Contractor shall perform all Work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and California Water Codes Division 2. In addition, refer to General Conditions, Exhibit "F", GC-35, STORMWATER REQUIREMENTS.
- **22. Environmental Compliance** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its Subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
- 23. <u>Licenses, Permits, Ordinances and Regulations</u> Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to engage in this Work. Any and all fees required by Federal, State, County, City and/or municipal laws, codes and/or tariffs that pertain to the work performed under the terms of this Contract will be paid by Contractor.
- 24. <u>Applicable Laws and Regulations</u> Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically referenced.
- 25. <u>Contractor's Employees Compensation</u> In addition, refer to General Conditions, Exhibit "F", GC-4, LAWS TO BE OBSERVED
- 25.1 <u>Davis-Bacon Act</u> Contractor will pay and will require all Subcontractors to pay all employees on said project a salary or wage at least equal to the prevailing rate of per diem wages as determined by the Secretary of Labor in accordance with the Davis-Bacon Act for each craft or type of worker needed to perform the Contract. The provisions of the Davis-Bacon Act shall apply only if the Contract is in excess of two thousand dollars (\$2,000.00) and when twenty-five percent (25%) or more of the Contract is funded by Federal assistance. If the aforesaid conditions are met, a copy of the provisions of the Davis-Bacon Act to be complied with are incorporated herein as a part of this Contract and referred to by reference.
- 25.2 General Prevailing Rate OC San has been advised by the State of California Director of Industrial Relations of its determination of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the Work is to be performed for each craft or type of work needed to execute this Contract, and copies of same are on file in the Engineering Department. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this Contract as required by Labor Code section 1774 of the State of California. Per California Labor Code section 1773.2, OC San will have on file copies of the prevailing rate of per diem wages at its principal office and at each project site, which shall be made available to any interested party upon request.
- 25.3 <u>Forfeiture For Violation</u> Contractor shall, as a penalty to OC San, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by the Contractor or any Subcontractor under it) less than the prevailing rate of per diem wages as set by the Director

- of Industrial Relations, in accordance with sections 1770-1780 of the California Labor Code for the Work provided for in this Contract, all in accordance with section 1775 of the Labor Code of the State of California.
- 25.4 <u>Apprentices</u> sections 1777.5, 1777.6, 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices are applicable to this Contract and the Contractor shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days or more; or if contracts of specialty contractors not bidding for work through the general or prime Contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.
- 25.5 Workday In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by it hereunder. Contractor shall conform to Article 3, Chapter 1, Part 7 (section 1810 et seq.) of the Labor Code of the State of California and shall forfeit to OC San as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said Article. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the project.
- 25.6 Record of Wages; Inspection Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the project and agrees to require that each of its Subcontractors do the same. All payroll records shall be certified as accurate by the applicable Contractor or Subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its Subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code section 1776, in general. Penalties for non-compliance with the requirements of section 1776 may be deducted from project payments per the requirements of section 1776.
- 26. South Coast Air Quality Management District's (SCAQMD) Requirements

  Contractor's responsibility that all equipment furnished and installed be in accordance with the latest rules and regulations of the SCAQMD. All contract work practices, which may have associated emissions such as sandblasting, open field spray painting or demolition of asbestos containing components or structures, shall comply with the appropriate rules and regulations of the SCAQMD.
- **27. Governing Law** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange, in the event any action is brought in connection with this Contract or the performance thereof.
- **28. Breach** The waiver of either party of any breach or violation of, or default under, any provision of this Contract, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.

- 29. <u>Remedies</u> In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods or Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods or Services, OC San may (1) cancel the Contract; (2) recover whatever amount of the purchase price OC San has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or services for those due from Contractor. In the event OC San elects to "cover" as described in (3), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods or services and the Contract price, together with any incidental or consequential damages.
- 30. Dispute Resolution Refer to General Conditions, Exhibit "F", GC-25, DISPUTES
- 31. Attorney's Fees Refer to General Conditions, Exhibit "F", GC-24, CLAIMS
- **32.** <u>Survival</u> The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.
- **Severability** If any section, subsection, or provision of this Contract, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
- **34.** <u>Damage to OC San's Property</u> Any of OC San's property damaged by Contractor, any Subcontractors or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San. In addition, refer to General Conditions, Exhibit "F", GC-9, PRESERVATION OF PROPERTY.
- **35.** <u>Disclosure</u> Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OC San.
- 36. <u>Independent Contractor</u> The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.
- **37.** <u>Limitations upon Subcontracting and Assignment</u> Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
- **38.** <u>Third Party Rights</u> Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
- **39. Non-Liability of OC San Officers and Employees** No officer or employee of OC San shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OC San or for any amount which may become due to Contractor or to its successor, or for breach of any obligation for the terms of this Contract.
- **40.** Read and Understood By signing this Contract, Contractor represents that he has read and understood the terms and conditions of the Contract.

- **41.** <u>Authority to Execute</u> The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
- **42.** <u>Entire Agreement</u> This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.
- 43. <u>Notices</u> All notices under this Contract must be in writing. Written notice shall be delivered by personal service or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. All notices shall be effective when first received at the following addresses:

OC San: Jackie Lagade, Principal Buyer

Orange County Sanitation District

10844 Ellis Avenue

Fountain Valley, CA 92708

Contractor: Alan Sayce, Vice President

AMTEK Construction 946 North Lemon Street Orange, California 92867

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

[INTENTIONALLY LEFT BLACK. SIGNATURES FOLLOW ON NEXT PAGE]

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

# **ORANGE COUNTY SANITATION DISTRICT**

Dated:	Bv:	
	,	John B. Withers Chair, Board of Directors
		Officially, Bound of Billoctoro
Dated:	Ву:	Kelly A. Lore
		Kelly A. Lore Clerk of the Board
Dated:	Ву:	
	·	Ruth Zintzun Purchasing & Contracts Manager
	AMTE	K CONSTRUCTION
Dated:	Ву:	
СММ		Print Name and Title of Officer
CIVIIVI		

# Exhibit "A" SCOPE OF WORK

# EXHIBIT A SCOPE OF WORK

# Plant No.1 Building A Feeder Cables Repair Scope of Work SPECIFICATION NO. S-2021-1261BD

#### SCOPE OF WORK

#### 1 Location of Work

The work covered under this Task Order will take place at the Orange County Sanitation District's ("OC San's"): Plant No. 1 located at 10844 Ellis Avenue, Fountain Valley, CA 92708.

#### 2 General

The Contractor shall furnish all labor, equipment, materials, machinery, tools, supplies, insurance, bonds, permits, licenses, transportation, and other incidentals necessary to complete all tasks and items of work described within Attachment A and within other portions of the Contract Documents and Drawings and as more specifically described below.

# 3 Description of the Work

- The work involves replacing existing feeder cabling system feeder cables for Plant 1 Building A 480 Panelboard "PNL-D" located in the Plant 1 Process Area 19 "Misc. Structures and Grounds", with new feeder cables. See other portions of the Contract Documents for further details and requirements.
- **3.2** List of As-Built Project P1-115A, J-33-1A, J-33-3 As-Built Electrical Drawings, OC San Baseline Drawings, MP-337 Sketches and Specifications:

Drawing Title	Dwg No.	Sheet No.		
Project P1-115A As Built Electrical Drawings				
First Floor Power and Auxiliary SYS Plan	SAE1003	58		
Project J-33-1A As Built Electrical Draw	ings			
J-33-1A Standby Power & reliability Improvements Plant No. 1 MCC-SP-Power Building 4 Equipment Key Plan & MCC Elevation (FRONT)	A1E-167	87		
Project J-33-3 As Built Electrical Drawings				
Power Building 4 Electrical Room Power and Control Plan	E1015	22		
OC San Baseline Drawings				
Pwr BLDG 4; MCC-R, MCC-SP PRIMARY BASINS 1,2&5; MCC-AAA; CHILLER BUILDING; MCC-CB Baseline Single Line Diagram	PL1-13	N/A		
City Water; MCC-CWA, MCC-CWB, Bldg. A, PNL-D, PNL-DA, PNL-D1, BLDG B; PNL-DBS&DBB/BLDG6; PNL-2D	PL1-21	N/A		
Site Electrical Plan MCC, SWGR, SWBD, Panel, XFMR and Generator Reclamation Plan 1	N/A	N/A		
OC San Process Areas-Reclamation Plant No. 1	N/A	N/A		

Area Classification Zone Primary Clarifiers 6 thru 15, Primary Scrubbers 5 thru 8.	E-15	N/A
Area Classification Zone Primary Clarifiers 6 thru 15 Waste Sidestream Pump Station	E-21	N/A
MP-337 Sketches		
Partial Site plan	E1001	N/A
Control Panel Elevation and Schematic	E1002	N/A
Electrical Details	E1003	N/A
Specifications		
Specification Section 16120 "Conductors and Cables"	N/A	N/A
Specification Section 16080 "Electrical Testing"	N/A	N/A
Specification Section 16075 "Electrical Identification Nameplates and Warning Signs"	N/A	N/A

- **3.3** OC San Maintenance staff shall witness all tasks performed by Contractor.
- **3.4** Tasks involved in this work shall include:
  - a) Coordination of shutdowns and startups with OC San Operations and Maintenance staff.
  - b) Identification and verification of feeder circuits and location in duct banks to be repaired and all functional conductors occupying the same pullbox or manhole.
  - c) Careful removal and documentation of existing wiring and retention of that wiring for detailed inspection by OC San Maintenance staff. Note, existing feeder routing, feeder cable size, and power source was modified under multiple Projects. Contractor's responsibility is to verify existing feeder cable routing plan and conductor size routed via chain of existing manholes.
  - d) Mandrelling and cleaning of all conduits runs for the new feeder circuit runs.
  - e) Provision and installation of new **6#750kcmil** with **2#4/0 ground XHHW-2** 600V copper wire in (2) existing 4" conduits to match known existing conductor size per Specification Section 16120, using all possible precautions while handling to prevent cable damage.
  - f) Dressing new conductors in all manholes, pullboxes, and equipment.
  - g) Provision and installation of conductor terminations.
  - h) Electrical testing of new feeder circuit and final functionality of the circuit.
  - i) Installation in hazardous areas shall comply with NEC500 and 501. (including conduit seal-offs). Contractor shall remove any existing conduit seal-offs for conductor repair/replacement and install new replacement seal-offs.
  - j) Startup assistance to Operations and Maintenance to recommission affected equipment.
- 3.5 There are existing utilities in vicinity of Building A and electrical duct banks. Contractor shall protect existing utilities in place while accessing the pullboxes and manholes.

# 4 Project/Work Elements

#### 4.1 General

Prior to cable repair, the Contractor shall perform electrical testing on existing feeder cables for Plant 1 Building A 480V panelboard "PNL-D" Main (entire length, including cut sections) to assess condition of the feeder.

Contractor shall perform electrical testing of newly installed cable.

Contractor shall test entire feeder length after splicing, repairs, and final securing the cable.

Note, one of the phases of existing feeder was removed from service during initial troubleshooting.

OC San will allow tying (splicing) new cabling system in order to replace failed cable sections and minimize Building A down time. Quantity of splices shall be kept to minimum and approved by OC San Electrical Engineering.

Tying/splicing of the conductors shall be done with UL Listed or CSA/Us approved splice kits suitable for direct burial and submersible locations.

Estimated length of the feeder cable entire run is 1200'.

Final location of the new cable tying/splicing (if any) and cable replacement actual length will be finalized during the Project execution after review of the Contractor's electrical test report on the existing conductors.

All work to deenergize existing pull boxes and manholes shall be coordinated with OC San.

The Contractor shall inspect the internal surfaces and joints off all ducts and conduit paths being affected by feeder circuits repair and replacement in order to reveal possible defects that may have contributed to wire insulation damage resulting in failure.

# 4.2 Inspection Report and Post-Inspection

Inspection Report and Post-Inspection Meeting with OC San Staff: Upon completion of the inspection process, the Contractor shall provide a hardcopy written report documenting inspection findings in detail and shall subsequently meet with OC San Maintenance staff to review the report.

#### 4.3 Safety

Submit Equipment and Procedures: The Contractor shall submit confined space training certifications and entry procedures for manholes entry prior to work execution.

The Contractor will be responsible for all aspects of health and safety on the worksite, as required under the provisions of General Conditions Attachment B, and OC San Safety Standards, and of California and Federal OSHA. The following items represent some of the documents and procedures required of the Contractor during the course of the work:

A. Job Site Safety Analysis (JSSA) and Job Hazard Analysis (JHA): These two assessments must be completed prior to the beginning of the work to identify hazards at the work location.

- B. Any other documents that are required by OC San during its safety evaluation and review as described herein or by regulatory agencies shall be provided by the Contractor.
- C. The Contractor shall barricade and make safe the work area in order to prevent egress by unauthorized personnel.

The Contractor shall provide proper personal protective equipment including safety goggles for Contractor's workers and subcontractors during all stages of the work.

#### 4.4 Submittals

- A. Work Plan
- B. Construction Schedule
- C. Specification Section 16120 "Conductors and Cables:
  - 1. Conductor Technical Data for OC San approval prior to installation
  - 2. Conductor Splice Kit Technical Data for OC San approval prior to installation.

# 4.5 Equipment Removal

Not Used.

### 4.6 Equipment Installation

Not Used

# 4.7 Material Requirements

Refer to attached Specification Section 16120 "Conductors and Cables".

#### 4.8 Permits/Licenses

None

### 4.9 Commissioning

Refer to attached Specification Section 16080 Electrical Testing and 16120 Conductors and Cables.

#### 4.10 Deliverables/As Built Drawings/Manufacturer's Documentation

- A. Conduit/Duct Inspection Report
- B. Electrical Insulation Tests of existing conductors (as found).
- C. Electrical Insulation Tests of newly installed conductors
- D. Electrical Insulation Tests of complete repaired feeder circuit (as installed)

#### 4.11 Training

Not used.

# 5 Resources Available

- Laydown and Staging Area
- Temporary Power and Utilities Including Water
- Use of Restroom Facilities

#### 6 Project Schedule

The Contractor shall complete the project within 70 calendar days from the date of Notice to Proceed.

Milestones/Timeline	Deadline (Weeks from Kick- Off/NTP)	Review Period (Weeks)	Cumulative Weeks
Kick-Off Meeting (NTP)	-	0	0
Submittal of Schedule	1	1	2
Submittals	2	1	3
Final Completion of Work	10	0	10

# 7 Project Management

# 7.1 Project Kick-Off Meeting

- A. A minimum of one week prior to start of work, a meeting with OC San staff shall be held to establish appropriate contacts and review the Contractor's plan to implement this work.
- B. Conferences shall be held on an on-call basis with OC San staff to keep OC San apprised of the job, review work in progress, and receive comments. Conferences may be held virtually or at OC San's offices. All notes and decision items shall be captured by the Contractor and reported in electronic format. The formal agenda shall be submitted with the previous meeting notes at least one week prior to each meeting. At a minimum, progress meetings will be held once a week though-out the duration of the project.

#### 8 Staff Assistance

The Contractor will be assigned a single point of contact on this project. Any meetings and/or correspondence related to this project shall be scheduled and approved by the Project Manager.