

TASK ORDER NO. 2

Contract No. J-120A.1, Control Room Reconfiguration at Plant No.1

This Contract No. J-120A.1, Control Room Reconfiguration at Plant No.1 (Task Order No. 2), is made and entered into as of the date fully executed below, by and between the ORANGE COUNTY SANITATION DISTRICT (hereinafter referred to as "OC SAN") and ABB, INC. (hereinafter referred to as "CONTRACTOR"). This Task Order No. 2 is entered into pursuant to the Agreement for the Design, Installation, Implementation, and Maintenance of a Process Control System, dated July 28, 2021, by and between OC SAN and CONTRACTOR for Project No. SP-196 ("Master Services Agreement").

CONTRACTOR agrees to furnish the necessary products and services to accomplish the project elements outlined in the Scope of Work attached hereto as Attachment "A", and by this reference made a part of this Task Order No. 2.

The total compensation shall be in an amount not to exceed \$356,622.08 and consistent with the Fee Proposal attached hereto as Attachment "B", and by this reference made a part of this Task Order No. 2.

Costs for the work included in this Task Order No. 2 shall be invoiced separately from costs for work included in any other task orders issued to CONTRACTOR.

All terms and conditions of the Master Services Agreement shall remain in full force and effect.

ORANGE COUNTY SANITATION DISTRICT

ABB, INC.

Ryan P. Gallagher
Chair, Board of Directors

Date

Signature

Date

Printed Name & Title

Kelly A. Lore
Clerk of the Board

Date

Signature

Date

Kevin Work
Purchasing & Contracts Manager

Date

Printed Name & Title

Attachments:

Attachment A – Scope of Work

Attachment B – Fee Proposal

ATTACHMENT “A”

SCOPE OF WORK

**Control Room Reconfiguration at Plant No. 1,
Contract No. J-120A.1**

ATTACHMENT A – SCOPE OF WORK

TABLE OF CONTENTS

I. SUMMARY..... 3

II. PROJECT SCHEDULE..... 3

III. PROJECT IMPLEMENTATION..... 3

PHASE 4 – CONSTRUCTION..... 3

 Task 4.1 – Project Management..... 3

 Task 4.2 – Procurement Services..... 4

 Task 4.3 – Installation and Integration Support..... 4

IV. STAFF ASSISTANCE..... 5

V. EXHIBITS..... 5

EXHIBIT 1 – SPECIFICATION SECTION 01701..... 5

I. SUMMARY

Provide professional services for the procurement and installation of the ABB Intelligent Operator Workplace (EOWx3). The professional services shall include the purchase of the products (see Attachment B, Fee Proposal for the list of the products), ocean freight, packing, and inland freight to Orange County Sanitation District (OC SAN), Plant No. 1, located at 10844 Ellis Avenue, Fountain Valley, CA, 92708, installation services, project management services, and product services.

The services specified in this Scope of Work (SOW) shall be executed in accordance with the terms and conditions set forth in the current SP-196 Agreement for the Design, Installation, Implementation, and Maintenance of Process Control System, between OC SAN and ABB Inc., fully executed on August 24, 2021 ("Master Services Agreement").

II. PROJECT SCHEDULE

ABB, Inc. (ABB) shall request the General Construction Contractor's schedule from OC SAN to confirm that the ABB work plan aligns with the Contractor's schedule. ABB shall ensure that the items listed in Attachment B, Fee Proposal are delivered to the OC SAN site prior to the General Construction Contractor's mobilization. Assuming a lead time of 20 weeks from the time of the order, it is projected that the workstations will be on-site by March 2025. ABB is expected to coordinate with the General Construction Contractor for the assembly and commissioning of the workstations in conjunction with the Contractor's work.

III. PROJECT IMPLEMENTATION

All OC SAN projects are divided into six phases. ABB shall provide engineering services for Phase 4 Construction and Phase 5 Commissioning Services.

Phase 1 – Project Development – *Not in this SOW*

Phase 2 – Preliminary Design – *Not in this SOW*

Phase 3 – Final Design – *Not in this SOW*

Phase 4 – Construction

Phase 5 – Commissioning Services – *Not in this SOW*

Phase 6 – Closeout – *Not in this SOW*

PHASE 4 – CONSTRUCTION

ABB shall furnish all products listed in Attachment B, Fee Proposal, and ensure that all components are correctly installed, fully integrated, and thoroughly verified, providing a seamless transition to operational use. ABB 800xA operator workstation software installation, and workstation configuration is not part of this SOW. This includes the following:

Task 4.1 – Project Management

ABB shall be responsible for the management of the Project and shall keep OC SAN apprised of the status of the Project.

ABB shall assume conducting six one-hour Project management meetings with OC SAN's Project Manager during installation and commissioning of EOWx3s. It is assumed that all the meetings will be attended virtually. These meetings shall be attended by OC SAN's Project

Manager and ABB's Project Manager at a mutually agreeable time. The purpose of the meetings shall be to review the status of the Project scope, budget, and any issues which may affect the completion of the Project.

ABB shall prepare and submit invoices to OC SAN no later than the second Wednesday of the month. As part of the summary section of the invoice, ABB shall include the following information:

- Budget
- Current billing period invoicing
- Previous billing period "total invoiced to date"
- Budget amount remaining
- Current billing period "total percent invoice to date"
- Current billing period "total percent completed to date"

ABB shall also provide the percent budget spent for each Task.

ABB shall also provide a summary of progress and expenditures to date.

Project controls. This Project shall utilize PMWeb as the Project Control Management System. ABB shall utilize this system for all aspects of the work for this Project as detailed in **Exhibit 1**.

Task 4.2 – Procurement Services

ABB shall supply all components, equipment, and accessories necessary for the full functionality of the products as detailed in Attachment B, Fee Proposal. ABB shall implement rigorous quality control measures throughout the manufacturing and delivery process to ensure all products are free from defects and perform as required. This includes pre-delivery inspections, testing, and certification as necessary. All products shall be properly packaged and labeled to prevent damage during transit and ensure easy identification upon arrival. Packaging must meet industry standards for the protection of electronic and mechanical components.

Task 4.3 – Installation and Integration Support

ABB shall be responsible for the complete installation and integration of all products listed in Attachment B, Fee Proposal, ensuring they are fully operational. ABB shall coordinate with OC SAN field inspection and General Construction Contractor of the Project to integrate the EOWx3 systems with the existing infrastructure, ensuring optimal performance and functionality. A thorough verification and testing of the installed EOWx3 systems and ancillary equipment is required to ensure all system components operate correctly and efficiently.

ABB shall provide maintenance personnel with the necessary knowledge and skills to perform routine maintenance and troubleshooting. ABB shall supply documentation, including installation reports, test results, user manuals, maintenance guides, Certifications of Proper Installation (COPI) and Certification of Proper Operation (COPPO). ABB shall also offer post-installation support, including troubleshooting assistance and warranty services.

IV. STAFF ASSISTANCE

The OC SAN staff member or designee assigned to work with ABB on the construction phase of this project is Giti Radvar at (714) 593-7248, e-mail to: gradvar@OCSan.gov.

V. EXHIBITS

EXHIBIT 1 – SPECIFICATION SECTION 01701

Section 01701

PROJECT CONTROL MANAGEMENT SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. The Project shall utilize PMWeb as the Project Control Management System (PCMS) for Project communication, tracking, automation of key processes, and the overall management of the Contract.

B. The PCMS is a cloud-based solution used to facilitate the electronic exchange of information. The PCMS runs inside most internet browsers - see "PCMS Operating Requirements" described herein. OC SAN will provide CONTRACTOR with user account and web address. Internet access is required to use the PCMS.

C. Use the PCMS for all required documentation and correspondence with the ENGINEER as described in article "System Use."

1.2 SUBMITTALS

A. Submit list of personnel that will be utilizing the PCMS to the ENGINEER no later than five (5) days from the Notice to Proceed.

1.3 SYSTEM USE

A. Utilize the PCMS for the generation, transmission, and distribution of all ENGINEER and CONTRACTOR correspondence, deliverables, and processes associated with Project elements including, but not limited to:

1. Submittals
2. Request for Information (RFI)
3. Change Management
4. Meeting Minutes
5. Non- Compliance Notices

B. Submittals shall be prepared in accordance with the General Requirements. PCMS shall be utilized for processing.

C. Existing PCMS forms shall be utilized to the maximum extent possible. If a form does not exist within the PCMS, the CONTRACTOR must include a form of its own or utilize one provided by the ENGINEER.

D. The file naming convention is defined in the General Requirements.

1.4 PCMS OPERATING REQUIREMENTS

A. In order to process correspondence via the PCMS as detailed herein, maintain the minimum requirements outlined in this article.

1. Internet service requirements are as follows:
 - a. Provide broadband internet access to Project staff utilizing the PCMS.
 - b. Document upload and download speeds depend on internet speed. A fast internet service is highly recommended.
2. Provide the computer and networking hardware to access the PCMS.

B. Software requirements are as follows:

**PROJECT CONTROL MANAGEMENT
SYSTEM**

01701-1

1. Modern internet browser maintained with current versions/security patches such as:
 - a. Internet Explorer (latest released version)
 - b. Mozilla Firefox (latest released version)
 - c. Google Chrome (latest released version)
 - d. iOS Safari (latest released version)
2. Microsoft Office 2016 or newer
3. Adobe Acrobat or BlueBeam Vu/Revu (latest version)

1.5 PCMS ACCESS AND LIMITATIONS

- A. OC SAN shall maintain the PCMS and serve as the administrator for the duration of this Project.
- B. OC SAN will provide up to five (5) PCMS license(s) for use on this Project only.
- C. The ENGINEER will provide the CONTRACTOR with user access for approved personnel as needed for the duration of the Project. OC SAN shall control access to the PCMS by assigning user profiles and login credentials.
 1. ENGINEER will create user accounts for CONTRACTOR provided list of personnel that will be utilizing the PCMS.
 2. Notify ENGINEER of any changes to personnel. Access modifications shall be coordinated as needed throughout the Project.
 3. Subcontractors and/or Suppliers shall not be provided access to the PCMS. Transmittal of information between the CONTRACTOR and its Subcontractors and/or Suppliers is not within the scope of the PCMS and shall be the responsibility of the CONTRACTOR.
- D. Routine maintenance of the PCMS system may be required during the Project. Access to the PCMS system may be restricted or unavailable at these times and will be scheduled outside of typical working hours whenever possible.
- E. Should PCMS become unavailable for an unanticipated period of time, the CONTRACTOR shall notify the ENGINEER accordingly. Upon ENGINEER's direction, correspondence shall proceed via email or other electronic means in accordance with the General Requirements until PCMS access is restored.

1.6 CONNECTIVITY PROBLEMS

- A. The PCMS is a web-based environment and is therefore subject to the inherent speed and connectivity problems of the Internet. The CONTRACTOR is responsible for its own connectivity to the Internet. PCMS response time is dependent on the CONTRACTOR's equipment, including processor speed, Internet access speed, Internet traffic, etc.
- B. OC SAN will not be liable for any delays associated with the utilization of the PCMS including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information.

1.7 CONTRACTOR'S RESPONSIBILITY

- A. Provide personnel to support PCMS activities.
- B. Responsible for the validity and accuracy of information placed within PCMS by CONTRACTOR personnel.

PROJECT CONTROL MANAGEMENT SYSTEM

1. Users shall be proficient in the use of computers, including internet browsers, email programs, Microsoft Word, Microsoft Excel, and Adobe or Bluebeam Portable Document Format (PDF) document distribution program.
2. PDF documents shall be created through electronic conversion rather than being optically scanned whenever possible.
3. PDF documents shall be searchable. Should electronic conversion not be possible, optically scan at a resolution of 200 dots per inch and convert the scanned text using optical character recognition (OCR) capable software prior to uploading.
4. PDF document security restrictions shall be set to enable commenting so that ENGINEER's comments can be added to the document using Adobe Reader or BlueBeam Vu/Revu.
5. When the PDF document exceeds five (5) pages, organize the document with bookmarks. Similar to an outline, bookmarks provide for the electronic organization and navigation of PDF content. Bookmarks shall have logical descriptions for document organization. Headings such as "Section A" or "Chapter 1" without further description shall not be acceptable.

C. Responsible for the training of its personnel in the use of the PCMS (outside what is provided by the ENGINEER) and the other programs indicated above as needed.

1.8 TRAINING

A. The ENGINEER will provide a one-time training session of up to two (2) hours to train up to four (5) of the CONTRACTOR's designated staff on general system requirements, procedures, and methods.

1. CONTRACTOR is responsible for training all other staff not included in ENGINEER's session including any replacement personnel.
2. The ENGINEER will communicate the locations, date and time of training session. Training will occur within fourteen (14) days after the effective date of the Notice to Proceed (NTP).

B. CONTRACTOR shall be required to train their personnel on the principles and operation of all other software utilized for this Contract.

1.9 COMMUNICATION PROCESS

A. Most Project communication will take place within the PCMS by creating and distributing documents directly within the system.

B. All PCMS related documents requiring formal signatures shall be digital, and all copies digitally distributed.

1. The PCMS conforms to the requirements set forth in California Government Code section 16.5 regarding digital signatures; therefore, digital signatures are in full force and effect and are legally the same as a hand-written signature.
2. At least one PCMS account shall have the authority to approve Change Orders.
3. Take care not to share PCMS account passwords.

C. Official Project logs shall be maintained within PCMS.

1.10 AUTOMATED SYSTEM NOTIFICATION

A. Automated system notifications generated via PCMS (e.g. in-system notices, system generated email, or email with attachment) shall constitute a formal written notification in compliance with the Contract Documents.

PROJECT CONTROL MANAGEMENT SYSTEM

01701-3

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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**PROJECT CONTROL MANAGEMENT
SYSTEM**

01701-4