

SERVICE CONTRACT
Bay Bridge Pump Station Valve Replacements (FRC-0002)
Specification No. S-2020-1192BD

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 "OCSD") and Innovative Construction Solutions with a principal place of business at 575 Anton Blvd #850, Costa Mesa, CA 92626 (hereinafter referred to as "CONTRACTOR") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OCSD desires to temporarily retain the services of CONTRACTOR for **Bay Bridge Pump Station Valve Replacements (FRC-0002)** "Services" as described in Exhibit "A"; and

WHEREAS, OCSD has chosen CONTRACTOR to conduct Services in accordance with Ordinance No. OCSD-52; and

WHEREAS, on November 18, 2020, the **Board of Directors** of OCSD, by minute order, authorized execution of this Contract between OCSD 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. Introduction

1.1 This Contract and all exhibits hereto (called the "Contract") is made by OCSD 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
Exhibit "C" Acknowledgement of Insurance Requirements
Exhibit "D" OCSD Contractor Safety Standards
Exhibit "E" Human Resources Policies
Exhibit "F" Performance Bond and Payment Bond
Exhibit "G" General Conditions

1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions of this Contract shall in all respects govern and control.

1.4 The provisions of this Contract may be amended or waived only by a writing executed by authorized representatives of both Parties hereto.

1.5 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.

- 1.6 The term “days”, when used in the Contract, shall mean calendar days, unless otherwise noted as business days.
- 1.7 OCSD holidays (non-working days) are as follows: New Year’s Day, Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 The term “hours”, when used in this Contract, shall be as defined in Exhibit “A”.
- 1.9 CONTRACTOR shall provide OCSD with all required premiums and/or overtime work at no charge beyond the price provided under “Compensation” below.
- 1.10 Except as expressly provided otherwise, OCSD accepts no liability for any expenses, losses, or action incurred or undertaken by CONTRACTOR as a result of work performed in anticipation of purchases of said services by OCSD.
2. **Compensation** Compensation to be paid by OCSD to CONTRACTOR for the Services provided under this Contract shall be a total amount not exceed Five Hundred Ninety-Eight Thousand Dollars (\$598,000.00).
3. **California Department of Industrial Relations (DIR) Registration and Record of Wages**
 - 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 and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per 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 OCSD and/or general public upon request, provided the public request is made through OCSD, 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 Regulation Section 16461(e).
4. **Payments and Invoicing**
 - 4.1 OCSD shall pay, net thirty (30) days, upon receipt and approval, by OCSD’s Project Manager or designee, of itemized invoices submitted monthly for Services rendered in accordance with Exhibit “A”. OCSD, 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 OCSD Accounts Payable at APStaff@OCSD.com and "INVOICE" with the Purchase Order Number and **S-2020-1192BD** shall be referenced in the subject line.
5. **Audit Rights** CONTRACTOR agrees that, during the term of this Contract and for a period of three (3) years after its termination, OCSD 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. **Modifications to Scope of Work** Requests for modifications to the Scope of Work hereunder can be made by OCSD at any time. All modifications must be made in writing and signed by both Parties.
8. **Contract Term** The Services provided under this Contract shall be completed within **Two Hundred Forty (240)** calendar days from the effective date of the Notice to Proceed.
9. **Renewals – Not Used**
10. **Extensions** The term of this Contract may be extended only by written instrument signed by both Parties.
11. **Performance** Time is of the essence in the performance of the provisions hereof.
12. **Termination**
- 12.1 OCSD 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 OCSD of intent to terminate. Upon receipt of a termination notice, CONTRACTOR shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OCSD 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 OCSD from any further fee, cost or claim hereunder by CONTRACTOR other than for work performed to the date of termination.
- 12.2 OCSD reserves the right to terminate this Contract immediately upon OCSD's determination that CONTRACTOR is not complying with the Scope of Work requirements, if the level of service is inadequate, or any other default of this Contract.
- 12.3 OCSD 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 total amount of compensation exceeds the amount authorized under this Contract.

- 12.4 All OCSD property in the possession or control of CONTRACTOR shall be returned by CONTRACTOR to OCSD upon demand, or at the termination of this Contract, whichever occurs first.
13. **Insurance** 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 Acknowledgement of Insurance Requirements (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 OCSD, 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.
14. **Bonds** CONTRACTOR shall, before entering upon the performance of this Contract, furnish bonds (attached hereto in Exhibit "F") approved by OCSD's General Counsel - one in the amount of one hundred percent (100%) of the total Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the total Contract price bid, to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and accepted by OCSD. Bonds must be issued by a California admitted surety and must be maintained throughout the life of the Contract and during the warranty period.
15. **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 OCSD, CONTRACTOR shall indemnify, protect, defend and hold harmless OCSD, its elected and appointed officials, officers, agents and employees, from and against any and all claims, liabilities, damages or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person or damage to property or interference with the use of property, arising out of or in connection with CONTRACTOR's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process, or any patented or unpatented invention, article or appliance, furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of CONTRACTOR or anyone employed by or working under CONTRACTOR. To the maximum extent permitted by law, CONTRACTOR's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. CONTRACTOR agrees to provide this defense immediately upon written notice from OCSD, and with well qualified, adequately insured, and experienced legal counsel acceptable to OCSD.
16. **OCSD Contractor Safety Standards** OCSD requires CONTRACTOR and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as OCSD Contractor Safety Standards while working at OCSD locations. If during the course of the Contract it is discovered that OCSD 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 OCSD. CONTRACTOR and all of its employees and subcontractors, shall adhere to all applicable OCSD Contractor Safety Standards and Safety Standard Operating Procedures (SOP) attached hereto in Exhibit "D" and the Human Resources Policies in Exhibit "E".

- 17. Warranties** In addition to the warranties stated in Exhibit "A", the following shall apply:
- 17.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance by the OCSD Project Manager or designee of the work as complete.
- 17.2 CONTRACTOR's Warranty (Guarantee): If within a one (1) year period of completion of all work as specified in Exhibit "A", OCSD informs CONTRACTOR that any portion of the Services provided fails to meet the standards required under this Contract, CONTRACTOR shall, within the time agreed to by OCSD and CONTRACTOR, take all such actions as are necessary to correct or complete the noted deficiency(ies) at CONTRACTOR's sole expense.
- 18. Liquidated Damages** In the event the CONTRACTOR fails to achieve completion of the work within the term of this Contract or achievement of any designated Milestones, after due allowance for extensions of time made in accordance with the Contract, if any, OCSD will sustain damage which would be extremely difficult and impracticable to ascertain. The Parties therefore agree that in each such event, CONTRACTOR will pay to OCSD the sum of Five Hundred Dollars (\$500) per day, as Liquidated Damages, and not as a penalty, for each and every calendar day during which completion of the work, as required in Exhibit "A", is so delayed. CONTRACTOR agrees to pay such Liquidated Damages and further agrees that OCSD may offset the amount of Liquidated Damages from any monies due or that may become due CONTRACTOR under this Contract. CONTRACTOR also agrees that to the extent the amount of Liquidated Damages exceeds any monies due to the CONTRACTOR under this Contract, CONTRACTOR shall pay all such amounts to OCSD upon demand. If this provision is found for any reason to be void, invalid, or otherwise inoperative so as to disentitle OCSD from claiming Liquidated Damages, OCSD is entitled to claim against the CONTRACTOR damages at law for the CONTRACTOR's failure to complete the work during the term of this Contract.
- 19. 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.
- 20. Freight (F.O.B. Destination)** CONTRACTOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- 21. Familiarity with Work** 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 OCSD, it shall immediately inform OCSD of this and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from OCSD.
- 22. Regulatory Requirements** CONTRACTOR shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements

including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and California Water Codes Division 2.

- 23. 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.
- 24. Licenses, Permits, Ordinances and Regulations** CONTRACTOR represents and warrants to OCSD 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.
- 25. Applicable Laws and Regulations** CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, and regulations. CONTRACTOR also agrees to indemnify and hold harmless from any and all damages and liabilities assessed against OCSD as a result of CONTRACTOR's noncompliance therewith. Any permission required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically referenced.
- 26. CONTRACTOR's Employees Compensation**
- 26.1 Davis-Bacon Act – 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.
- 26.2 General Prevailing Rate – OCSD 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 1773.2, OCSD 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.
- 26.3 Forfeiture For Violation – CONTRACTOR shall, as a penalty to OCSD, 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.
- 26.4 Apprentices – 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.

- 26.5 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 OCSD 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.
- 26.6 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.
27. **South Coast Air Quality Management District’s (SCAQMD) Requirements** It is CONTRACTOR’s responsibility that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting or demolition of asbestos containing components or structures, shall comply with the appropriate rules and regulations of the SCAQMD.
28. **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.
29. **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 OCSD does not object shall not operate as a waiver of OCSD’s rights to seek remedies available to it for any subsequent breach.
30. **Remedies** In addition to other remedies available in law or equity, if the CONTRACTOR fails to make delivery of the goods or Services or repudiates its obligations under this Contract, or if OCSD rejects the goods or Services or revokes acceptance of the goods or Services, OCSD may (1) cancel the Contract; (2) recover whatever amount of the purchase price OCSD has paid, and/or (3) “cover” by purchasing, or contracting to purchase, substitute goods or Services for those due from CONTRACTOR. In the event OCSD elects

to "cover" as described in (3), OCSD 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.

31. Dispute Resolution

31.1 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.

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

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

33. Survival The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.

34. 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.

35. Damage to OCSD's Property Any of OCSD'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 OCSD.

36. Disclosure CONTRACTOR agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OCSD.

37. Independent Contractor The legal relationship between the parties hereto is that of an independent contractor, and nothing herein shall be deemed to make CONTRACTOR an OCSD 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 OCSD's

officers, employees, or agents. CONTRACTOR and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OCSD's employees.

38. **Limitations upon Subcontracting and Assignment** CONTRACTOR shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OCSD. Any such attempted delegation or assignment shall be void.
39. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OCSD and CONTRACTOR.
40. **Non-Liability of OCSD Officers and Employees** No officer or employee of OCSD shall be personally liable to CONTRACTOR, or any successor-in-interest, in the event of any default or breach by OCSD 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.
41. **Read and Understood** By signing this Contract, CONTRACTOR represents that he has read and understood the terms and conditions of the Contract.
42. **Authority to Execute** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
43. **Entire Agreement** 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.

44. Notices 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:

OCSD: Jackie Lagade, Principal Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708

CONTRACTOR: Telvis Artis, Director
Innovative Construction Solutions
575 Anton Blvd #850
Costa Mesa, CA 92626

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

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: _____ By: _____
David John Shawver
Chair, Board of Directors

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

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

INNOVATIVE CONSTRUCTION SOLUTIONS

Dated: _____ By: _____

Print Name and Title of Officer

IRS Employer's I.D. Number

Exhibit A
SCOPE OF WORK
For
Bay Bridge Pump Station Valve Replacements (FRC-0002)

EXHIBIT A
SCOPE OF WORK
Bay Bridge Pump Station Valve Replacements (FRC-0002)
SPECIFICATION NO. S-2020-1192BD

SCOPE OF WORK

1 Location of Work

The work covered under this Contract will take place at the Orange County Sanitation District (“OCSD”) Bay Bridge Pump Station, located at 209 East Coast Highway, Newport Beach, CA.

2 General

The Bay Bridge Pump Station is one of fifteen pump stations owned and operated by OCSD. Located in the City of Newport Beach, the Bay Bridge Pump Station was originally constructed in 1965. The Bay Bridge Pump Station operates five pumps which supply two 24-inch force mains that run westerly along Pacific Coast Highway.

3 Project/Work Elements

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 specified within Appendix A and within other portions of the Contract Documents, and as more specifically described below.

A. Project Element 1 – Mobilize and set up traffic control.

The Bay Bridge Pump Station will require bypassing to replace said valves and flow meter. Traffic control shall be provided by CONTRACTOR per the OCSD-provided traffic control plan.

B. Project Element 2 – Set up bypass pumping equipment.

CONTRACTOR shall bypass the pump station per Section 02999, Temporary Handling of Flows (Appendix A). CONTRACTOR shall remove the flow meter and force main vault lids at the pump station.

Bypass Flow Requirements - Bypassing will be necessary for this work. The pump station south forcemain will be the point of discharge for the bypass system. The south forcemain will be isolated by OCSD staff. There will be residual sewage flow left in the south forcemain pipeline which will need to be pumped back into the wet well or gravity suction manhole by the CONTRACTOR. The residual volume is estimated to be 10,000 gallons.

C. Project Element 3 – Replace suction and discharge gate valves.

The work involves replacement of:

- Two (2) 20-inch gate valves (J and S, model GV-6720 or equal),
- Four (4) 18-inch gate valves (J and S, model GV-6718, or equal), and
- Two (2) 16-inch gate valves (J and S, model GV-6716 or equal).

Gate valves shall be UL-listed and shall have a minimum design working pressure of 250-psi at 100 degrees F per ASME B16.34. Stem sealing shall be via packing or O-ring stem seals. Stem shall be Type 304 stainless steel, or silicon bronze conforming to ASTM B98, alloy No. C66100. Exterior fasteners shall be Type 316 stainless steel. Valves shall have

flanged ends to match pipe, and a handwheel that shall open counterclockwise. The valve nor handwheel shall not conflict with the existing handrail or railing.

All interior surfaces of the valves that will be in contact with process fluid and all exterior shall be epoxy-coated as specified for System 100, per Section 09800, Protective Coating (Appendix A). Exterior valve surfaces shall be top coated with System 1 to match the adjoining piping color.

Resilient-Seated Type: Resilient-seated gate valves for water service shall conform to AWWA C509 (cast iron body) or AWWA C515 (ductile iron body). The resilient seat may be bonded or mechanically attached to the body. Resilient plugs shall have the elastomer bonded to the plug. Seat and plug elastomer shall be Nitrile (Buna-N) or EPDM.

- D. Project Element 4 – Replace electromagnetic flow meter.**
The work involves replacement of one (1) 18-inch magnetic flow meter per Section 17156, Magnetic Flow Meters.
- E. Project Element 5 – Start up pump station and test work.**
- F. Project Element 6 – Demobilize and return Pump Station to normal operation.**
- G. Any of OCSD's property damaged by CONTRACTOR, any subcontractors, or by personnel of either will be subject to repair or replacement by CONTRACTOR at no cost to OCSD.
- H. CONTRACTOR is responsible for any gaskets (Garlock Bluegard or equal) and new stainless-steel nuts/bolts needed of replacement of valves and flow meter.
- I. CONTRACTOR is responsible for properly disposing of removed materials unless otherwise noted.
- J. Protective coatings for replaced internal and external surfaces of pipe, fittings, valves, and meter shall be System 100 and applied as specified in Section 09800, Protective Coating (Appendix A).
- K. CONTRACTOR is not allowed to use OCSD on site restroom facility. The CONTRACTOR is responsible for its own portable restroom.
- L. CONTRACTOR shall furnish and install Project information signs and the related framing, supports and foundations at the location(s) acceptable to the ENGINEER within 30 days of the Notice to Proceed. Prior to fabrication of the signs, submit a "mock-up" sample of the proposed signs, information and graphics for review and acceptance by the ENGINEER. Allow no other signs to be displayed. Sign shall conform to OCSD standard S-001, attached as Appendix C to this scope of work.
- M. CONTRACTOR shall comply with OCSD's Safety Standards and permitted confined space requirements prior to entering any manhole or vault.
- N. CONTRACTOR is to assume the gaskets at the flanged connections are composed of asbestos and shall extract according to instructions herein. In the event any asbestos-related materials are to be physically disturbed or made airborne during the progress of

the Work by activities such as demolition, remodel or remediation, the CONTRACTOR shall provide appropriate worker protection in accordance with applicable OSHA and Cal/OSHA requirements, and shall remove asbestos materials from the construction area in compliance with all applicable rules/regulations as adopted by any legally constituted authority including State and Federal governing agencies. Asbestos materials removal shall be performed by a subcontractor specifically certified and licensed in asbestos abatement and handling per the California Code of Regulations, Title 8, Sections 1529 and 5205. OCSD will provide approved DOT containers for disposal. OCSD will manage transportation and disposal of the asbestos waste.

The CONTRACTOR shall comply with the work practice requirements set forth in the latest adopted version of SCAQMD Rule 1403, Asbestos Emissions from Demolition/Renovation Activities, to limit emissions from building demolition and renovation activities, including the removal and associated disturbance of asbestos-containing materials. The requirements for demolition and renovation activities include 24-hour OSHA notification, asbestos-containing materials removal procedures and time schedules, asbestos-containing materials handling and cleanup procedures, and regulated work areas for asbestos-containing waste materials. At a minimum, the CONTRACTOR shall comply with the following requirements as set forth in the latest adopted version of SCAQMD Rule 1403 to prevent emissions of asbestos:

- Establishing an asbestos removal schedule, removal procedure, and handling operations.
- On-Site representation during all stripping, removal, handling, or disturbing activities of asbestos-containing materials.
- On-Site storage in a leak-tight container.
- On-Site proof of documentation and compliance.
- Proper and compliant container labeling.

3.1 Submittals

- A. CONTRACTOR shall submit for OCSD's review and acceptance, all required shop drawings, and other Work-related submittals in accordance with the individual Specification sections in Appendix B and as specified herein.
- B. CONTRACTOR shall submit asbestos handling licenses, training documentation, fit test records, medical clearance record for asbestos work, and procedure with abatement method.
- C. CONTRACTOR shall submit a Site-Specific Safety Plan per OCSD's latest Safety Standards.
- D. All submittals by Subcontractor for OCSD's review and acceptance shall be sent directly to the CONTRACTOR for review prior to submittal to OCSD. No submittals shall be forwarded directly to OCSD by Subcontractors and/or manufacturers. The CONTRACTOR shall be responsible for Subcontractor's submissions at the proper time so as to prevent delays in delivery of materials.
- E. Resubmittals shall be required on all submittals until they are accepted by OCSD.

- F. Any need for more than one resubmission, or any other delay in obtaining OCSD's review of submittals will not entitle CONTRACTOR to extension of the contract time.
- G. CONTRACTOR shall submit all submittals electronically for review. Electronic submittals shall be in PDF format unless otherwise specified under individual specifications with security restrictions set to enable commenting so that OCSD's comments can be added to the document using Adobe Acrobat or Bluebeam Revu. PDF files shall be searchable and include bookmarks/tabs identifying specific sections/sub-sections to separate each product and system.
- H. Each submittal shall be accompanied by a dedicated transmittal signed by the CONTRACTOR. OCSD will provide CONTRACTOR a sample transmittal following Notice-To-Proceed. If CONTRACTOR propose to provide material equipment or method of Work which deviates from the Contract Documents, the CONTRACTOR shall indicate so under "Deviations" on the Submittal Transmittal Form accompanying the submittal copies.
- I. Each shop drawing submittal shall include the submitted Specifications section, with addendum updates included, and all referenced and applicable sections, with each paragraph check marked to indicate specification compliance or marked to indicate requested deviations from specification requirements. Check marks shall denote full compliance with a paragraph as a whole. If deviations from the Specifications are indicated, and therefore requested by the CONTRACTOR, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph, referenced to a detailed written explanation of the reasons for requesting the deviation. The ENGINEER shall be the final authority for determining acceptability of requested deviations. The remaining portions of the paragraph not underlined will signify compliance on the part of the CONTRACTOR with the Specifications. Failure to include the marked-up Specifications section, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.
- J. All details on shop drawings submitted for review and acceptance shall show clearly the relation of the various parts to the main members and lines of the structure, and, where correct fabrication of the Work depends on field measurements, such measurements shall be made and noted on the drawings before being submitted for ENGINEER's review and acceptance. Shop drawings for all equipment and materials proposed for the Work shall be submitted with a data sheet(s). Specific model numbers of equipment submitted shall be identified on all data sheets. If the data sheet(s) format is not acceptable to the ENGINEER, the ENGINEER will provide the required sheet format to the CONTRACTOR. Data sheet(s) should include as a minimum the following:
1. For Material:
 - a. Brand names
 - b. Manufacturer
 - c. I.D. Plate – Product No., etc.
 - d. Specifications section

- e. Intended use of product, locations where the submitted materials will be used, etc.
2. For Equipment:
- a. Brand name and manufacturer
 - b. I.D. Plate – Product No., etc.
 - c. Packager, assembler, or Supplier
 - d. Specifications section
 - e. Intended use of product, locations where the submitted equipment will be
 - f. Used, OCSD equipment numbers, etc.
- g. Electrical or fuel-driven equipment:
 - i. Motor or driver nameplate data
 - ii. Equipment designation, size, capacities, etc.
 - iii. Accessories
 - h. Non-powered equipment:
 - iv. Size
 - v. Special features
 - i. Control, metering and electrical:
 - vi. Material list
 - vii. Special features

Refer to the individual Specifications sections regarding applicable licensing, certifications, and/or Professional Engineer's signed stamps to be included with each respective item submittal.

- K. CONTRACTOR to provide the ENGINEER a detailed plan or sketch showing the removal plan for each of the valves; the methods and means are sole responsibility of the CONTRACTOR. Any temporary or permanent anchoring to the pump station structure or use of any existing structures as support that is needed in the installation of the valves or moving valves in and out of the station must be signed and stamped by a Structural Engineer with a California Structural PE license and provided to the ENGINEER prior to starting any work.
- L. Warranties:
 - a. The CONTRACTOR shall warrant that the work performed will be free of defects in materials and workmanship for a period of one year from the date of acceptance by OCSD. All warranty periods shall begin after satisfactory installation and testing.
 - b. The CONTRACTOR shall provide an original copy of the warranties in writing to OCSD after completion of installation.
 - c. The CONTRACTOR shall be responsible for removal, installation, and shipping costs of any replacement parts and for correcting any other defective work at no cost to OCSD.

3.2 PMWeb Procedures Meeting and Submittal Review Procedures

The project will utilize PMWeb as the web-based Project Control Management System (PCMS). The PCMS shall be utilized for Project communication, tracking, and management. PCMS utilization is to facilitate the electronic exchange of information,

the automation of key processes, and the overall management of the contract. When required by the OCSD, paper documents shall also be provided. In the event of discrepancy between the electronic version and paper documents, the electronic documents within PCMS shall govern.

If requested, Contractor may participate in a one-hour PMWeb procedure meeting and Submittal Procedure Meeting with OCSD. The purpose of this meeting is to review the roles and logistics for review and approval of construction contract documents and Submittals. The Contractor's Project Manager and OCSD Project Manager may attend.

3.3 Permits/Licenses

CONTRACTOR is responsible for all traffic control and encroachment permits that may be required from the California Department of Transportation and the City of Newport Beach per Section 01150, Permits.

CONTRACTOR shall complete all traffic control and bypass Work between April 1, 2021 and May 21, 2021. Traffic control, including temporary striping and restoration, may only be implemented for four continuous weeks from the beginning of its installation. Allowable onsite work hours are 24 hours per day, 7 days per week.

3.4 Temporary Facilities

The following temporary facilities and controls are not available at the project site and shall be provided by the Contractor:

- Temporary Electrical Power
- Temporary Electrical Lighting
- Temporary and Construction Water
- Temporary Sanitary Facilities

3.5 Work by Others

CONTRACTOR shall be aware of on-going work near the area of this Project performed by others under separate contracts. The following operational activities may be conducted simultaneously with this Project:

- Typically, four chemical deliveries are made each month to the Bay Bridge Pump Station. These deliveries are made to storage tanks located within the pump station yard on the west side of the pump station, accessible using the west driveway approach. Cooperate and coordinate with others to minimize conflicts and delays including Work by OCSD staff or other OCSD contractors.
- Inspect and promptly report discrepancies, defects, and coordination issues where/when proper execution of Work depends upon or impacts work by others.

4 Project Schedule

The CONTRACTOR shall submit a project schedule per Section 01300, Contractor's Construction Schedule, and Reports, to the ENGINEER for approval prior to starting any work. All work shall be completed within 240 calendar days.

5 Project Management

All communication shall go through the ENGINEER. All workdays and working hours must be approved by the ENGINEER prior to mobilization.

5.1 Project Kick-Off Meeting

A kick-off meeting will be held in person at Plant 1 prior to starting any work and is to be coordinated with the ENGINEER.

6 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 OCSD's assigned representative (ENGINEER).