

SERVICES CONTRACT
North Scrubber Complex Grating Replacement
Specification No. S-2023-1419BD

This SERVICES CONTRACT (hereinafter referred to as “Contract”), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as “OC San”) and Innovative Construction Solutions (hereinafter referred to as “Contractor”), and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, OC San desires to obtain the services of Contractor for the replacement of the existing grating platforms, walkways, stairs and related grating appurtenances for the North Scrubber Complex at Plant 2 (“Services”) as described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor is qualified to perform the Services by virtue of experience, training, education, and expertise; and

WHEREAS, OC San desires to engage Contractor to provide the Services; and

WHEREAS, OC San selected Contractor to provide the Services in accordance with Ordinance No. OC SAN-56; and

WHEREAS, on October 25, 2023, OC San’s Board of Directors, by minute order, authorized execution of this Contract.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits specified below, the Parties agree as follows:

1. General.

1.1 This Contract and all exhibits hereto are made by OC San and the Contractor.

1.2 The following exhibits are incorporated by reference and made part of this Contract.

Addendum No. 1

Exhibit “A” – Scope of Work

Exhibit “B” – Bid

Exhibit “C” – Determined Insurance Requirement Form

Exhibit “D” – Contractor Safety Standards

Exhibit “E” – Human Resources Policies

Exhibit “F” – General Conditions

Exhibit “G” – Bonds

1.3 In the event of any conflict or inconsistency between the provisions of the 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 applicable documents is set forth below:

a. Addenda issued prior to the deadline for submitting the bids – the last addendum issued will have the highest precedence

- b. Services Contract
 - c. Exhibit "A" – Scope of Work
 - d. Permits and other regulatory requirements
 - e. Exhibit "C" – Determined Insurance Requirement Form
 - f. Exhibit "F" – General Conditions
 - g. Exhibit "D" – Contractor Safety Standards
 - h. Notice Inviting Bids
 - i. Exhibit "B" – Bid
- 1.4 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 providing the Services to OC San.

Work Hours: All work shall be scheduled Monday through Thursday, between the hours of 7:00 a.m. and 4:00 p.m.

- 1.5 Days: Shall mean calendar days, unless otherwise noted.
- 1.6 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.7 Work: Shall mean all work, labor, and materials necessary to provide the Services.
- 1.8 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.9 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.

2. Scope of Work.

- 2.1 Contractor shall provide the Services identified in Exhibit "A" in accordance with generally accepted industry and professional standards.
- 2.2 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties and consistent with Exhibit "F" - General Conditions (General Conditions), including the sections entitled REQUEST FOR CHANGE (CHANGES AT CONTRACTOR'S REQUEST) and OWNER INITIATED CHANGES.
- 2.3 Familiarity with Work. By executing this Contract, Contractor warrants that: (a) it has investigated the work to be performed; (b) it understands the facilities, difficulties, and restrictions of the work under this Contract. Should Contractor discover any latent or unknown condition 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.
- 2.4 Performance. Time is of the essence in the performance of the provisions hereof.

3. Contract Term.

The Services shall be completed within two hundred ten (210) calendar days from the effective date of the Notice to Proceed.

4. Compensation.

4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed Three Hundred Fifteen Thousand Dollars (\$315,000.00).

4.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

5. Payments and Invoicing.

5.1 OC San shall pay itemized invoices for work completed in accordance with Exhibit "A" and the following milestones thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the milestone has been satisfactorily completed.

- A Payment equal to 50% of Contract Total Amount – Milestones # 1-5 - Approved Submittals and Receipt of Parts Procured
- A Payment equal to 25% of Contract Total Amount – Milestone #6 - Substantial Completion of Work-Construction
- A Payment equal to 25% of Contract Total Amount – Milestone # 7 - Final Completion of Work-Construction

5.2 Contractor shall submit its invoices to OC San Accounts Payable by electronic mail to APStaff@OCSan.gov. In the subject line, include "INVOICE" and the Purchase Order Number.

5.3 The invoices shall be consistent with the General Conditions, including the section entitled PAYMENT FOR WORK.

6. California Department of Industrial Relations Registration and Record of Wages.

6.1 To the extent Contractor's employees and/or its subcontractors perform work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

6.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).

6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.

- 6.4 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). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Contractor shall post a copy of the prevailing rate of per diem wages at the job site.
- 6.5 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(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 the 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. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.
- 6.5.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.
- 6.6 The Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
- 6.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or its subcontractor.
- 6.7 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

- 6.8 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.
- 6.9 Contractor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 6.10 Pursuant to Labor Code sections 1860 and 3700, the Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this contract, certifies that:

“I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor shall ensure that all its contracts with its subcontractors provide the provision above.

- 6.11 Contractor shall comply with the provisions specified in the General Conditions section entitled LAWS TO BE OBSERVED.

7. **Davis-Bacon Act.** Not Used.
8. **Damage to OC San’s Property.** Any of OC San’s property damaged by Contractor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San and consistent with the General Conditions, including the section entitled PRESERVATION OF PROPERTY.
9. **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.
10. **Audit Rights.** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its expiration or 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.
11. **Contractor Safety Standards and Human Resources Policies.** OC San requires Contractor and its 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, the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit “A,” all applicable Contractor Safety Standards in Exhibit “D,” and the Human Resources Policies in Exhibit “E.”
12. **Insurance.** Contractor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts

equal to the requirements set forth in the signed Exhibit "C" – Determined Insurance Requirement Form. 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 obtain and maintain the required insurance coverage shall result in termination of this Contract.

13. **Bonds.** Prior to entering into the Contract, Contractor shall furnish bonds (attached hereto in Exhibit "G"), consistent with the requirements specified in the General Conditions, and which shall be approved by OC San's General Counsel. The bonds shall be 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 OC San. Bonds must be issued by a California admitted surety and must be maintained throughout the life of the Contract and during the warranty period.
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 may be caused by Contractor's equipment and/or 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 uncopied 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 OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Contract.
15. **Independent Contractor.** The 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.

16. **Subcontracting and Assignment.** Any subcontracting or assignment shall be governed by the provisions of the General Conditions including the sections entitled SUBCONTRACTING and ASSIGNMENT.
17. **Disclosure.** Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.
18. **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 under the terms of this Contract.
19. **Third-Party Rights.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
20. **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 OC San 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 included or referenced.
21. **Licenses, Permits, Ordinances, and Regulations.** 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 provide the Services. 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 this Contract will be paid by Contractor.
22. **Regulatory Requirements.** Contractor shall perform all work under this Contract consistent with the General Conditions, including the section entitled STORMWATER REQUIREMENTS, and 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 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. **South Coast Air Quality Management District's Requirements.** It is Contractor's responsibility to ensure 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 SCAQMD.
25. **Warranties.** Contractor shall provide the warranties required in the Scope of Work and in the General Conditions, including the section entitled WARRANTY (CONTRACTOR'S GUARANTEE).
26. **Dispute Resolution.** Any disputes between the Parties shall be resolved as specified in the General Conditions, including the section entitled DISPUTES.

27. **Liquidated Damages** Not Used.
28. **Remedies.** In addition to other remedies available in law or equity, if the Contractor fails to perform the Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) “cover” by purchasing, or contracting to purchase, substitute equipment and services for those due from Contractor. In the event OC San elects to “cover” as described in (c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute equipment and services and the Contract price, together with any incidental or consequential damages.
29. **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 the affected 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 of the Parties.
30. **Termination.**
- 30.1 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. 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) through 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 through the date of termination.
- 30.2 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.
- 30.3 OC San may also immediately terminate this Contract for default, 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.
- 30.4 All OC San’s property in the possession or control of Contractor shall be returned by Contractor to OC San on demand or at the expiration or early termination of this Contract, whichever occurs first.
31. **Attorney’s Fees.** If any action at law or in equity 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 the prevailing party may be entitled and as specified in the General Conditions, including in the section entitled CLAIMS.

32. **Waiver.** The waiver by 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.
33. **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. **Survival.** The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.
35. **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.
36. **Notices.**
- 36.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, 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: Darius Ghazi
 Senior Buyer
 Orange County Sanitation District
 10844 Ellis Avenue
 Fountain Valley, CA 92708
 dghazi@ocsan.gov

Contractor: Marc Santaularia
 Vice President
 Innovative Construction Solutions
 575 Anton Blvd. Ste. 850
 Costa Mesa, CA 92626
 msantaularia@icsinc.tv

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

37. **Read and Understood.** By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.
38. **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.
39. **Entire Agreement.** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

Intentionally left blank. Signatures follow on the next page.

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
Chad P. Wanke
Chair, Board of Directors

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Ruth Zintzun
Finance & Procurement Manager

Innovative Construction Solutions

Dated: _____

By: _____

Print Name and Title of Officer

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EXHIBIT A
SCOPE OF WORK
For
North Scrubber Complex Grating Replacement

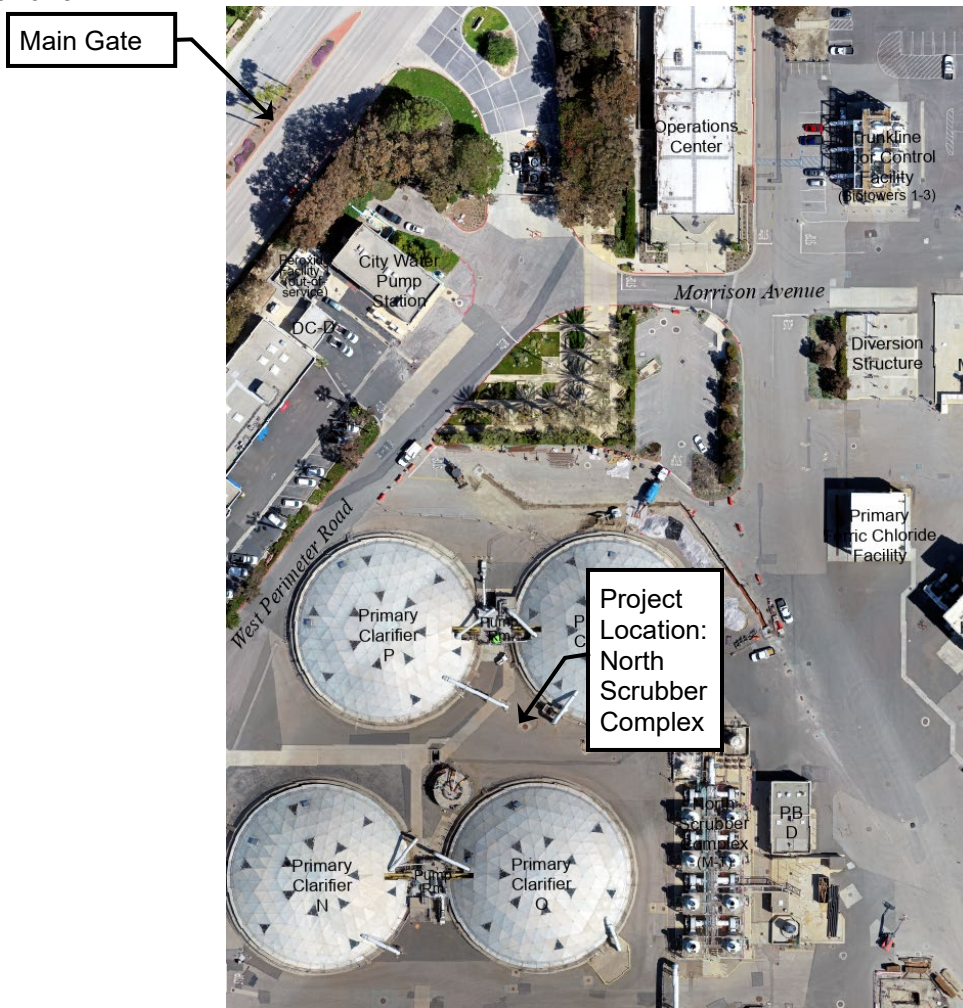
**EXHIBIT A
SCOPE OF WORK
NORTH SCRUBBER COMPLEX GRATING REPLACEMENT
SPECIFICATION NO. S-2023-1419BD**

SCOPE OF WORK

1 Location of Work

The work covered under this Contract will take place at the Orange County Sanitation District's ("OC San's" or the "Sanitation District's"):

Plant No. 2 North Scrubber Complex– 22212 Brookhurst Street, Huntington Beach, CA 92648



2 General

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

3 Description of the Work

This SOW (Scope of Work) defines the requirements for the work at Plant 2 North Scrubber Complex (NSC) to replace the existing grating platforms, walkways, stairs, and related grating appurtenances.

This work includes the removal of the existing Fiberglass Reinforced Plastic (FRP) grating, installation of new FRP grating in-kind, connecting to and protecting the existing supports and frames in place.

APPENDIX A-1 Record Drawings shows the record drawings for the North Scrubber Complex Grating plans, Sections, and Details and serves as a reference to the documentation of the grating previously installed and needing to be replaced by this project. Attachment **APPENDIX A-2 Technical Specifications** provides technical specification requirements for the new grating material to be installed. **APPENDIX A-3** contains the **Existing NSC Grating Photos**.

4 Project/Work Elements

4.1 General

The work includes the major items listed below for convenience; however, the Contractor shall abide by all portions of the contract documents, attachments, details, and requirements detailed herein:

- A. Demolition of existing FRP grating and associated appurtenances. All materials shall be removed and disposed of off-site at no additional cost to OC San.
- B. Preparation of the area for subsequent re-installation of the new grating including protection the existing support frames in place and cleaning the existing supports and frames prior to installation of the new grating. Additionally, interfering sections of existing guardrails and connections shall be removed and disconnected as needed to remove the existing grating and to install the new grating. Any removed existing guardrails shall be securely re-installed in place.
- C. Furnish new materials and labor to install new FRP grating, connection hardware, and appurtenances in-kind in accordance with the contract drawings, specifications, this scope of work, and approved submittals.

4.2 Stormwater Requirements (None Required)

4.3 Submittals

The Contractor shall provide fabrication shop drawings, product data sheets, and other submittals and procedures for review and approval by OC SAN for all components and parts prior to fabrication or procurement. Provide detailed, to scale fabrication drawings of grating layout drawings and appurtenances that include dimensions, weld details, penetrations, installation details, and bill(s) of materials. Submit all other components as required in Appendix A-2.

Submit detailed product data sheets of all FRP material, grating, components, and hardware. Provide submittals in digital, PDF format. Ensure all non-applicable data and options that are not being provided are deleted or clearly crossed out. Provide submittals to OC SAN for review. OC SAN will return submittals to the Contractor

within ten (10) working days or sooner. The Contractor shall revise submittals as directed and resubmit as necessary.

The following are the minimum submittals required for this project, as detailed herein:

- A. Construction Schedule
- B. Work Plan, including safety plan.
- C. FRP Grating Shop Drawings (including fabrication drawings) and Data Sheets as required in Appendix A-2. Contractor to field verify dimensions prior to submittal.
- D. Grating Layout Drawings, Contractor to field verify dimensions prior to submittal
- E. Hardware (including connection hardware) Shop Drawings and Data Sheets.
- F. Testing method to verify grating meets deflection requirements.

4.4 Equipment Removal

Not used.

4.5 Equipment Installation

4.5.1 FRP Grating and Appurtenances

Provide new FRP grating (platforms, walkways, stair treads, and appurtenances) in-kind in accordance with the Appendices, Design Requirements, and this SOW. Gratings shall be cut to fit around all equipment, piping, and other penetrations, sealing all edges as required in the specifications provided in Appendix A-2. Comply with reference standards and design codes. Provide all labor and materials and tasks to deliver a complete operating system.

4.5.2 Existing Facilities to be Protected in Place and Reused

The Contractor shall use the existing FRP grating supports and frames in the NSC to support the new FRP grating to be installed. The Contractor shall remove the existing FRP gratings in a manner that does not damage or compromises the structural integrity of the existing support frames.

4.6 Material Requirements

Vinyl Ester FRP resin with chemical resistance and UV inhibitors
Refer to Appendix A-2 for additional details and requirements.

4.7 Permits/Licenses (None Required)

4.8 Commissioning (None Required)

4.9 Record Drawings/As Built Drawings (None Required)

4.10 Training (None Required)

4.11 Contractor responsible for providing the following: potable water and portable restrooms.

5 Resources Available

- Laydown and Staging Area (TBD)
- Temporary Power (120V)

6 Project Schedule

- 6.1 All communications shall go through the OC San Project Manager. All workdays must be approved by the OC San Project Manager prior to construction. The Contractor shall provide a Project Schedule within 7 days of the Notice to Proceed (NTP).
- 6.2 The Contractor shall complete the project within 210 calendar days (30 weeks) from the date the Notice to Proceed is issued. A Project Schedule is provided below for reference purposes.

A. Project Schedule

Milestones		Deadline (Weeks from Kick- Off/NTP)	Review Period (Weeks)	Cumulative Weeks
	Kick-Off Meeting (NTP)	-	-	-
	Submittals			
1	Construction Schedule	1	1	2
2	Work Plan	1	1	2
3	Fabrication Drawings	4	2	6
4	Connection Hardware	4	1	5
5	Parts Procurement	16		22
6	Substantial Completion of Work-Construction	-	-	-
7	Final Completion of Work-Construction	30	-	30

7 Project Management

All communication shall go through the OC San Project Manager. All workdays must be approved by the OC San Project Manager prior to construction.

7.1 Project Kick-Off Meeting

At NTP, a meeting with OC San staff shall be held to establish appropriate contacts and review the Contractor's plan to implement this work.

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 OC San Project Manager or Engineer.

9 Safety and Health Requirements

The Contractor and any Subcontractors shall comply with all applicable provisions of the OC San Contractor Safety Standards, Federal OSHA, California OSHA, and Local regulations, whichever is most stringent.

9.1 Injury and Illness Prevention Program

The Contractor shall submit a copy of their written, Injury and Illness Prevention Program (IIPP). The IIPP must address responsibility, compliance, communication, hazard assessment, incident investigation, hazard correction, and training as required by Title 8, California Code of Regulations, Section 3203.

9.2 Site Specific Safety Plan (SSSP)

The Contractor shall prepare and submit a written, job specific safety plan (SSSP) in accordance with the Sanitation District's Contractor Safety Standards. The SSSP must address the specific hazards and controls based on the scope of work. The SSSP must include specific controls that will be implemented to keep workers safe. The Contractor shall also prepare and submit safety programs where required by Cal OSHA. These programs may include fall protection, lockout tagout, confined space entry, and hazard communication. The safety plan must be specific to the work being completed and approved prior to the start of work (includes mobilization).

9.3 Contractor Safety Orientation (CSO)

The Contractor shall attend a (CSO) meeting prior to the start of work. The CSO is a Sanitation District safety orientation conducted between the Risk Management Division (safety and health) and the Contractor. The CSO is conducted once per year or as job conditions or scope of work changes. The Contractor shall participate in these meetings by providing work plans and other requested safety deliverables described below. The Contractor shall sign the JSSA documentation.

9.4 Job Safety Analysis (JSA)

The Contractor shall prepare Job Safety Analysis (JSA) for work tasks completed by the Contractor. The JSA is a procedure where each basic step of the work task has identified hazards and recommended controls for the safest way to complete the work task.

9.5 Fall Protection

The contractor shall submit a fall protection workplan. This workplan will discuss, fall protection equipment, designated anchor points, and a rescue plan. Fall protection shall be provided around all openings to protect Contractor employees and OC San. Fall protection at openings shall consist of a portable guardrail or other suitable barrier to prevent persons from falling to a lower level. Fall protection will be required for personnel when using Contractor provided extension ladders when accessing the structures. Fall protection will be required when working at heights greater than six feet.

Scaffold erection may be required. In all cases, the scaffolding system shall be designed by a scaffold qualified person and erected, inspected and dismantled by a scaffold competent person. The scaffolding shall be supplied by a qualified, experienced scaffolding company. Contractor shall submit scaffold plans prior to use and must be approved by OC San.

9.6 Hot Work

Any activity producing spark, flame or heat will require an OC San issued hot work permit (issued daily). The Contractor, depending on the activity, will be required to provide appropriate controls in accordance with OC San's hot work program. These controls may include a fire watch, 20-pound fire extinguisher, fire blankets, and atmospheric monitor.

9.7 Personal Protective Equipment (PPE)

Contractor shall wear Level D PPE, which includes hard-toe work boots, safety glasses, hard hats, high-visibility safety vests, long pants, sleeved shirts, gloves, and hearing protection (as needed).

All personnel performing work in the wastewater treatment plant are required to wear a personal calibrated 4-gas monitor (CO, H₂S, LEL, O₂).