#### **GENERAL SERVICES CONTRACT**

# Sonar Inspections & Pipeline Cleanings of Inverted Siphons & Large Diameter Pipelines Specification No. S-2025-695BD

This GENERAL 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 Performance Pipeline Technologies, Inc., dba Sanitation Systems (hereinafter referred to as "Contractor") and collectively referred to herein as the "Parties."

# RECITALS

WHEREAS, OC San desires to retain the services of Contractor for Sonar Inspections & Pipeline Cleanings of Inverted Siphons & Large Diameter Pipelines ("Services") as described in Exhibit "A" – Scope of Work 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 OC San's current Purchasing Ordinance; and

WHEREAS, on December 17, 2025, 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 Contractor.
- 1.2 The following exhibits, in order of precedence, are incorporated by reference and made part of this Contract.

Exhibit "A" – Scope of Work

Exhibit "B" - Proposal

Exhibit "C" – Determined Insurance Requirement Form

Exhibit "D" – Contractor Safety Standards

Exhibit "E" - Human Resources Policies

Exhibit "F" – Not Used

Exhibit "G" - Not Used

- 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 in the Contract shall control and thereafter the provisions in the document highest in precedence shall be controlling.
- 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 acquisition of the Services by OC San.

- 1.5 Work Hours: Shall be as specified in Exhibit "A" Scope of Work.
- 1.6 Days: Shall mean calendar days, unless otherwise noted.
- 1.7 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.
- 1.8 Work: Shall mean all work, labor, and materials necessary to provide the Services.
- 1.9 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.10 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 perform the Services identified in Exhibit "A" Scope of Work in accordance with generally accepted industry and professional standards.
- 2.2 <u>Modifications to Scope of Work</u>. 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.
- 2.3 <u>Familiarity with Work</u>. By executing this Contract, Contractor warrants that: (a) it has investigated the work to be performed; and (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.

- 3.1 The Services shall be completed within one (1) year from the effective date of the Notice to Proceed.
- 3.2 <u>Renewals</u>. At its sole discretion, OC San may exercise the option to renew this Contract for up to four (4) one-year periods. This Contract may be renewed by an OC San Purchase Order. OC San shall have no obligation to renew the Contract nor to give a reason if it elects not to renew it.
- 3.3 <u>Extensions</u>. The term of this Contract may be extended only by an amendment signed by both Parties.

# 4. Compensation.

- 4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00).
- 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" Scope of Work thirty (30) days from receipt of the invoice and after approval by the designated OC San representative or designee. OC San shall be the determining party, in its sole discretion, as to whether the Services have been satisfactorily completed.
- 5.2 Contractor shall submit its invoices to OC San Accounts Payable by electronic mail (email) to <a href="mailto:APStaff@OCSan.gov">APStaff@OCSan.gov</a>. In the subject line include "INVOICE" and the Purchase Order Number.

# 6. <u>California Department of Industrial Relations Registration and Record of Wages.</u>

- 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 the 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 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 <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>.
- 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, 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 DIR. 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 Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, 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 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. 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, 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.

7. <u>Damage to OC San's Property</u>. 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.

- **8.** <u>Freight (F.O.B. Destination)</u>. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- 9. <u>Audit Rights</u>. 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.
- 10. 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, 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" Scope of Work, Exhibit "D" Contractor Safety Standards," and Exhibit "E" Human Resources Policies.
- 11. <u>Insurance</u>. 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.
- **12. Bonds**. Not Used
- 13. <u>Indemnification and Hold Harmless Provision</u>. 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 Services under this Contract, or by its subcontractor(s), or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Contractor shall indemnify, protect, defend, and hold harmless OC San, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person, or damage to property, or interference with the use of property arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process; or any patented or unpatented invention, article, or appliance furnished or used under the Contract, and/or (c) on account of any goods and Services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor 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.
- 14. <u>Independent Contractor</u>. 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.
- **15.** <u>Subcontracting and Assignment</u>. Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
- **16.** <u>Disclosure.</u> Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.
- 17. 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.
- **18.** <u>Third-Party Rights.</u> Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
- 19. 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.
- **20.** 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.
- **21.** 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 Water Codes Division 2.
- **22. Environmental Compliance.** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
- 23. <u>South Coast Air Quality Management District's Requirements</u>. 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.

# 24. California Air Resources Board Mobile Source Regulations.

Contractor and its applicable consultants, subconsultants, and subcontractors shall comply with the following California Air Resources Board Mobile Source Regulations:

- Advanced Clean Fleet (ACF): 13 CCR 2013-2013.4; 13 CCR 2015-2015.6
- Truck & Bus Regulation (T&B): 13 CCR 2025
- Clean Truck Check (CTC): 13 CCR 2195-2199.1
- Off-Road Diesel Amendments (ORD): 13 CCR 2449-2449.2

# 25. <u>Dispute Resolution</u>.

- 25.1 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.
- 25.2 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 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 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.

# 26. Liquidated Damages. Not Used

- 27. Remedies. In addition to other remedies available in law or equity, if Contractor fails to make delivery of the goods and Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods and Services, OC San may (a) terminate 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 goods 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 goods and Services and the Contract price, together with any incidental or consequential damages.
- **28.** <u>Force Majeure</u>. 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.

# 29. Termination.

- 29.1 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.
- 29.2 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.
- 29.3 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.
- 29.4 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.
- **30.** 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.
- **Maiver.** 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.
- **32. 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.

- **33. Survival.** The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.
- **34. 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.

# 35. Notices.

35.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by email, 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: Jeremey Arbiso

Senior Buyer

**Orange County Sanitation District** 

18480 Bandilier Circle Fountain Valley, CA 92708

JArbiso@ocsan.gov

Contractor: Gene Glassburner

General Manager

Performance Pipeline Technologies, Inc., dba Sanitation Systems

5292 System Drive

Huntington Beach, CA 92649 GGlassburner@Azuria.com

- 35.2 Each party shall provide the other party written notice of any change in address as soon as practicable.
- **36.** Read and Understood. By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.
- **37.** 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.
- **38.** 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.

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:	Ву:	Ryan P. Gallagher Chair, Board of Directors
Dated:	Ву:	Kelly A. Lore Clerk of the Board
Dated:	Ву:	Kevin Work Purchasing & Contracts Manager
		FORMANCE PIPELINE TECHNOLOGIES, INC SANITATION SYSTEMS
Dated:	Ву:	
		Print Name and Title of Officer

LDR

# **EXHIBIT A**

# **SCOPE OF WORK**

For

Sonar Inspections & Pipeline Cleanings of Inverted Siphons & Large Diameter Pipelines

# EXHIBIT A SCOPE OF WORK

# SONAR INSPECTIONS & PIPELINE CLEANINGS OF INVERTED SIPHONS & LARGE DIAMETER PIPELINES SPECIFICATION NO. S-2025-695BD

# 1. Background and Purpose

The Orange County Sanitation District (OC San) is a public agency responsible for collecting, treating, and safely disposing of wastewater and its residuals for 2.6 million residents and businesses in Orange County, California. OC San operates two treatment plants: Plant No. 1 in the City of Fountain Valley and Plant No. 2 in the City of Huntington Beach. In addition, OC San operates and maintains about 390 miles of sewer with 4,500 manholes and 15 pumping stations, all of which convey flows to the treatment plants.

OC San generally designs all its large diameter pipelines (greater than 42-inches in diameter) to be self-cleansing. However, previous sonar inspections confirmed that some gravity sewers and inverted siphons systems have significant debris accumulation and require cleaning. The purpose of this contract is as follows:

- Clean select large diameter pipeline trunk systems
- Clean select inverted siphon pipeline systems
- Inspection of pipeline systems with sonar technology

# 2. General Description of the Work

This Scope of Work (SOW) involves cleaning, decanting, solids disposal, sonar inspections, and other work as described herein:

- 2.1 <u>Work Locations</u> See Appendix A-1 for a map of OC San's service area. For each cleaning and inspection task, the designated OC San representative will provide the following task-specific information:
  - Proposed Work Order
  - Approximate Line Footage
  - Manhole-to-Manhole Segment Identification
  - Area of Work
  - Atlas Maps, Drawings, and Other Relevant Asset Data

OC San shall also provide the Contractor geodatabase viewer access through its Sewer Atlas Mobile application on ESRI ArcGIS Field Maps.

- 2.2 <u>Cleaning, Decanting, and Solids Disposal</u> For each large diameter or inverted siphon pipeline, the Contractor shall remove and dispose of all internal debris including but not limited to roots, rags, grit, sludge, etc.
  - 2.2.1 <u>Cleaning</u> Pipelines shall be cleaned from an upstream manhole to a downstream manhole with hydraulically powered equipment, high-velocity jet cleaners with heavy floor cleaning or venturi nozzles, mechanically powered equipment, or other OC San approved method dependent on the nature of the debris to be removed.

Water will not be provided by OC San. The Contractor is responsible for obtaining the necessary fire hydrant permit(s) to access temporary construction water, as required for cleaning. Alternatively, the Contractor may use wastewater stream for devices using water. Contractor must not damage the existing pipelines, manholes, and other existing facilities. Any metallic parts of cleaning equipment shall not come into direct contact with pipeline or

manhole shafts that are plastic, plastic-lined, or plastic-coated. Cleaning operations shall not surcharge laterals or cause flow or gases to enter service connections.

Cleaning shall continue until all debris and obstructions are removed and disposed of by the Contractor to the satisfaction of the designated OC San representative. If cleaning cannot be completed from one manhole, move equipment and set up on another manhole to reattempt cleaning. If successful cleaning still cannot be performed or equipment fails to traverse entire pipeline segment, it shall be assumed a major blockage exists, in which case efforts to clean shall be temporarily suspended and the designated OC San representative notified immediately. Cleaning shall be completed upon the removal of the blockage.

- 2.2.2 <u>Decanting and Solids Disposal</u> All liquids shall be decanted and drained back to the sewer. All solids or semisolids resulting from the cleaning operations shall be removed from the work site and disposed of at either of the following locations:
  - Digester drying beds at OC San's Treatment Plant No. 1 located in Fountain Valley (See Appendix A-2 OPS-SOP-15-003 Sewer Debris Drying Bed Use Procedure including Drying Bed Authorization Form), at no cost to the Contractor but is subject to availability. Amounts and disposal dates shall be coordinated with the designated OC San representative. Contractor shall assume solids and semisolids in excess of 10 cubic yards daily cannot be accepted at OC San's digester drying beds.
  - A permitted and OC San approved disposal facility, such as:
    - Frank K. Bowerman Landfill 11002 Bee Canyon Access Road, Irvine, CA, 92602
    - Prima Deshecha Landfill 32250 Avenida La Pata, San Juan Capistrano, CA 92675
    - Olinda Alpha Landfill 1942 Valencia Avenue, Brea, CA 92823

All materials shall be removed from the work site at the end of each workday. Under no circumstances shall the Contractor be allowed to accumulate debris, on the work site beyond a single workday, except in totally enclosed leak- and odor-proof containers and as approved by the designated OC San representative.

If disposal at OC San is unavailable or anticipated to be unavailable at the time of need, the Contractor may recommend and/or use an alternative disposal site(s). However, these facilities shall be reviewed and approved by the designated OC San representative to ensure that the facility is properly permitted and does not have any outstanding violations, etc. In addition, OC San's material shall be properly profiled, approved, and authorized prior to disposal.

The Contractor shall be responsible for all handling, transportation, and landfill tipping fees, and shall directly manage the waste profiling, required sampling, and laboratory analyses to ensure continued conformance with landfill standards. Upon incurring fees at an alternate pre-approved disposal site, the Contractor may submit a receipt or invoice for those fees to the designated OC San representative for reimbursement. Reimbursement will be issued upon completion and formal acceptance of the work by the designated OC San representative.

- 2.2.3 <u>Submittals</u> The Contractor shall submit a cleaning plan to the designated OC San representative for approval within 15 working days prior to the proposed mobilization date for each work order. The designated OC San representative will review and provide comments, if any, to the Contractor to be incorporated into the plan as necessary.
- 2.3 <u>Sonar Inspections</u> Provide sonar inspections for each large diameter pipeline using high-resolution sonar units. Sonar shall be performed a total of 2 times for each large diameter pipeline as follows:

Sonar Inspections			
Sonar Inspection No. Description		Completion Window	
1	Pre-Cleaning	Within 2 weeks prior to cleaning	
2	Post-Cleaning	Same day as completion of cleaning	

- 2.3.1 <u>Equipment</u> Sonar units may be skid, float, or robotic tractor mounted, and the best-suited configuration shall be selected for the pipeline being inspected. Sonar units shall be capable of 2 to 4 scans per foot producing high resolution color images of scans and have a distance measurement accuracy of +/- 0.9 inch under all conditions.
- 2.3.2 <u>General Procedure</u> All sonar inspections shall be completed within the completion windows specified in this SOW. Whenever non-remote powered and controlled winches are used to pull the equipment through a pipeline, telephone, radios, or other suitable means of communication shall be set up between the 2 manholes of the section being inspected to ensure that adequate communication exists between members of the crew.

If during the sonar inspection equipment is stuck inside the sewer and cannot be retrieved, the Contractor shall not excavate the pipeline to retrieve it without written prior approval from the designated OC San representative. The Contractor shall inform the designated OC San representative immediately and submit a retrieval plan for review and approval. It is the Contractor's responsibility to remove the equipment and ensure that the sewer is not damaged.

2.3.3 Submittal – The Contractor shall submit a sample sonar deliverable to the designated OC San representative for review and approval prior to the start of the first work order. Submittals can be delivered via OneDrive folder provided by OC San to the Contractor. The designated OC San representative will review and provide comments, if any, to the Contractor to be incorporated into the deliverable as necessary. This will be the required format of all deliverables for the duration of this Contract.

Sample sonar sediment and profiler reports are provided in Appendices A-3 Sonar Sediment Report and A-4 Pipe Profiler Report.

2.4 Spill Reporting and Handling – In the event of any Contractor related overflow or interruption of service, the Contractor shall immediately notify the OC San Control Center at (714) 593-7025. The Contractor shall attempt to contain, control, and relieve the spill and isolate it from entry into any waterways including catch basins and storm drains. Once the spill has been contained, controlled, and relieved, the Contractor shall clean the area to OC San's satisfaction. Workshops with the Contractor may be provided by OC San regarding containment methods at the Contractor's request in writing to the designated OC San representative.

Contractor shall be responsible for any fines levied by others, reimbursement of any OC San incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs to OC San customers as of a result of the Contractor's work

Contractor shall also notify the OC San Control Center immediately of any apparent non-Contractor related spills.

- 2.5 <u>Emergency Reporting</u> If during the work the Contractor encounters a condition where public safety is threatened (such as, but not limited to, a pipeline hole, pipeline collapse, stoppage, blockage, and/or imminent sewer spill), the Contractor shall immediately notify the OC San Control Center at (714) 593-7025.
- 2.6 <u>Manhole Sealant</u> Contractor shall reseal all previously sealed manhole covers with duct seal Cal Pico #CD-5, or equal, within 24 hours after work is completed. The Contractor shall furnish the sealing material. The work area around the manhole(s) shall be swept clean of all debris.

# 3. <u>Deliverables</u>

The Contractor shall provide the following deliverables for each sonar inspection:

- Sonar Sediment Report
- Sonar Profiler Report
- 3.1 <u>Sonar Sediment Report</u> Sonar Sediment Report shall be in PDF format and include all of the following information, at a minimum:
  - Inspection date
  - Inspection time
  - Weather at time of inspection
  - Contractor name
  - Operator(s) name
  - Street name or location
  - OC San Facility ID
  - OC San Manhole Number upstream
  - OC San Manhole Number downstream
  - Survey direction (downstream/upstream)
  - Pipeline diameter
  - Pipeline material
  - Length surveyed
  - Average debris depth (inches)
  - Maximum debris depth (inches)
  - Estimated debris volume (cubic feet)
  - A profile graph showing debris height (inches) at the inspection start, inspection end, and every 10 feet along the length of the pipeline in relation to the diameter of the pipeline
  - · Other associated data
- 3.2 <u>Sonar Profiler Report</u> Sonar Profiler Report shall be in PDF format and include all of the following information, at a minimum:
  - Cover page with inspection date, time, Contractor name, operator name, survey direction (upstream/downstream), and OC San Facility ID
  - Sonar profiler high resolution color snapshots at inspection start, inspection end, and every 10 feet along the length of the pipeline. Each snapshot page shall also note the survey distance, pitch, and roll.

Deliverables not conforming to the approved formats described above, shall be rejected and revised at no additional cost to OC San. If additional field work is required to correct the reports, it shall be done at no additional cost to OC San.

Deliverables for each work order shall be provided to the designated OC San representative within 10 working days of completed inspections. After receipt of each inspection deliverable, the designated OC San representative will review and provide comments, if any, to the Contractor to be incorporated into the deliverables as necessary. The Contractor shall address all comments and return finalized deliverables within 10 working days of receiving the comments.

# 4. Safety and Health Requirements

The Contractor and any subcontractors shall comply with all applicable provisions of the Contractor Safety Standards (See Exhibit "D" Contractor Safety Standards), OSHA, Cal/OSHA, and local regulations, whichever is most stringent.

# 5. Permits and Traffic Control

When working in an OC San easement area, the Contractor shall restrict the worksite to within the OC San easement. However, if the worksite cannot be maintained within OC San's easement, a separate encroachment permit may be required by the authority having jurisdiction.

The Contractor shall be responsible for preparing, submitting, and acquiring all permits required by Federal, State, County, and/or local authorities for all aspects of the work performed within their jurisdiction. This includes, but is not limited to, traffic control and encroachment permits. Prior to the start of each work order, the Contractor shall provide the designated OC San representative with an estimate of all fees associated with such permits, including any required inspection fees and the costs of regulatory inspectors, as mandated by applicable laws, codes, and tariffs. Receipts of permit fees and related costs shall be submitted with the corresponding invoice, which will be reimbursed provided that:

- The required permits have been obtained; and
- Traffic control setup has been completed; and
- The job has been completed and accepted by the designated OC San representative.

All traffic control shall be implemented in accordance with the latest version of the Caltrans Manual on Uniform Traffic Control Devices (MUTCD), with additional local regulations taking precedence where applicable. The Contractor shall ensure safe and adequate pedestrian, bicyclist, and vehicular access at all times, in accordance with Section 600 of the Greenbook. Inadequate or improper signage and delineation for traffic control may be cause for termination of the Contract.

# 6. Access

OC San's easement areas are typically restricted with locked gates. Additionally, some of OC San's manhole cover bolts require specialized tools to be removed for access. The Contractor shall coordinate with the designated OC San representative to obtain copies of required key(s), socket head(s), etc. from OC San such that OC San assistance is not required for typical manhole access.

Where access to private property is required to perform the work, notice shall be given to residents by OC San for permission to enter the property at least 72 hours prior to commencing the work. Coordination shall be made through the designated OC San representative and additional planning time for OC San and the Contractor may be needed when private property is involved. OC San's designated representative shall be notified at least 7 calendar days prior to the Contractor's anticipated work involving private property. The designated OC San representative will aid with manhole access on private property.

Additional planning time and effort shall be provided by the Contractor at no additional cost to OC San.

For work within OC San's Plant No. 1 or Plant No. 2, coordination shall be made through the designated OC San representative who shall be notified at least 10 working days prior to Contractor's anticipated work in the area. The Contractor shall provide the proposed date(s) and time(s) of the anticipated work in the area as well as the names of all staff requiring access to the designated OC San representative. The designated OC San representative will provide assistance with manhole access in secure plant areas.

# 7. Work Hours

Normal hours are 7:00 am to 4:30 pm Monday through Thursday. However, some work may require the Contractor to work schedules outside of the normal OC San business hours during nights or weekends due to traffic conditions or permit requirements.

Regular Hourly Labor Rates (Scheduled work during Normal Service Hours): Shall be paid hourly to a maximum of eight (8) hours per workday.

Overtime Hourly Labor Rates (Any work performed outside of Normal Service Hours [between 4:30 p.m. and 7:00 a.m.], work in excess of eight (8) hours per day, work on weekends, and work on holidays): Shall be paid in accordance with the appropriate prevailing wage multipliers.

# 8. Noise and Odor Management Requirements

With permit requirements, the Contractor is required to work within the approved work hours and to provide necessary equipment to meet local noise restrictions that may be imposed. Typical levels shall not exceed 50 decibels (dBA) measured at any residential property. OC San will provide notifications to the public for night work as required.

The Contractor shall manage the work appropriately to ensure nuisance odors are mitigated within 2 hours of discovery. Mitigation measures shall ensure nuisance odors are non-discernable at 5 feet from the manhole; an odor neutralizer may be required to be aerosolized near the area of work.

# 9. Contract Management and Meetings

Contractor is assigned a single point of contact for this Contract. Any meetings and/or correspondence related to this Contract shall be scheduled during typical work hours and approved by the designated OC San representative.

9.1 <u>Work Coordination Meetings</u> – The designated OC San representative will initiate communication and coordination for each cleaning and inspection task. All communications and project execution shall be aligned with the task-specific details and any additional specifications provided by the designated OC San representative.

# 10. OC San Staff Assistance

OC San equipment and labor, except for the designated OC San representative to monitor the work, shall not be utilized at any time by the Contractor.