

**GENERAL SERVICES CONTRACT
ON-CALL MAINTENANCE SERVICES FOR ELECTRICAL EQUIPMENT
Specification No. S-2025-684BD**

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 IPS PowerServe (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to retain the services of Contractor to provide on-call maintenance services to perform preventive maintenance (PM) and corrective maintenance (CM) tasks on electrical equipment located at OC San facilities ("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 OC San's current Purchasing Ordinance; and

WHEREAS, on November 19, 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" – Technical Proposal and BAFO

Exhibit "C" – Determined Insurance Requirement Form

Exhibit "D" – Contractor Safety Standards

Exhibit "E" – Human Resources Policies

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."

- 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" 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.
- 2.3 Familiarity with Work. 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 term of this Contract shall be for one (1) year commencing on the effective date of the Notice to Proceed.
- 3.2 Renewals. 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 Extensions. 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 Four Million Nine Hundred Ninety-Eight Thousand Four Hundred Seventeen Dollars and Fifty Cents (\$4,998,417.50), as specified in Exhibit "B".
- 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" thirty (30) days from receipt of the invoice and after approval by OC San's Contract Manager or OC San 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 to APStaff@OCSan.gov. In the subject line include "INVOICE" and the Purchase Order Number.

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, 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 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. **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.

8. **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.
9. **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.
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," all applicable Contractor Safety Standards in Exhibit "D," and the Human Resources Policies in Exhibit "E."
11. **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.
12. **Bonds.** Not Used
13. **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 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. **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.
15. **Subcontracting and Assignment.** 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. **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.
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. **Third-Party Rights.** 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. **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.

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. California Voluntary Protection Program Annual Reporting Requirement.

If Contractor will potentially work 1,000 combined hours in a quarter, for the term of the Agreement, Contractor shall provide an annual report detailing its safety and health information, including, but not limited to, its total number of employees, work hours, number of injuries and illnesses, and number of injury and illness cases involving days away from work, restricted work activity and/or job transfer. Contractor shall furnish this report to OC San no later than January 20th each calendar year.

Failure to provide this data by the required due date may result in suspension of Contractor's services with OC San. Any delay arising out of or resulting from such suspension shall be Contractor's sole responsibility and considered Contractor caused delay, which shall not be compensable by OC San.

26. Warranties. In addition to the warranties stated in Exhibit "A," the following shall apply:

26.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance of the work as complete by the OC San Contract Manager or OC San Designee.

26.2 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work specified in Exhibit "A," OC San 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 OC San and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.

27. Dispute Resolution.

27.1 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.

27.2 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.

28. Liquidated Damages. Not Used

29. 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) 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 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.

30. 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.

31. Termination.

31.1 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.

31.2 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.

31.3 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.

31.4 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.

- OC San: Cody Harms
Buyer
Orange County Sanitation District
18480 Bandilier Circle
Fountain Valley, CA 92708
Charms@OCSan.gov
- Contractor: Wesley Paul
VP Corporate Controller
Integrated Power Services – Corporate Office
250 Executive Center Drive
Greenville, South Carolina, 29615
WPaul@ips.us

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

38. **Read and Understood.** By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.

39. **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.

40. **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: _____
Ryan P. Gallagher
Chair, Board of Directors

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Kevin Work
Purchasing & Contracts Manager

IPS PowerServe

Dated: _____

By: _____

Wesley Paul
VP Corporate Controller

CH

EXHIBIT A
SCOPE OF WORK
For
On-Call Maintenance Services for Electrical Equipment

EXHIBIT A
SCOPE OF WORK
For
ON-CALL MAINTENANCE SERVICES FOR ELECTRICAL EQUIPMENT
SPECIFICATION NO. S-2025-684BD

1. Purpose

This Scope of Work (SOW) describes the Contractor requirements to provide on-call maintenance services to perform preventive maintenance (PM) and corrective maintenance (CM) tasks on electrical equipment located at the Orange County Sanitation District's (OC San's) Reclamation Plant No. 1 (Plant No. 1), and Reclamation Plant No. 2 (Plant No. 2), Headquarters (HQ), and at sixteen (16) remote Pump Stations throughout Orange County.

2. Description of Facilities

Plant No. 1

Plant No. 1's electrical distribution system (see Appendix 2A: Plant No. 1 Single Line Diagrams) consists of a primary-selective 12.47kV backbone fed from a double-ended utility substation (SCE Orcosan Sub). The backbone supplies power to twelve (12) Power Buildings (in-plant secondary substations) some of which have diesel standby generators.

A major component of the backbone system is the Central Generation (CenGen) facility that produces 12kV power via up to three (3), 2.5-megawatt reciprocating engines running continuously on sludge digester gas and natural gas. The CenGen facility operates in parallel with utility power and directly feeds several of the power buildings.

The 12.47kV system contains a mix of medium voltage vacuum circuit breakers with protective relays and load interrupter switches with fuse protection.

Most power buildings are double-ended with 480V secondary-selective switchgear. The blower buildings are double ended with 4.16kV and 480V switchgear.

Plant No. 1 also has several support building complexes that have single-ended 480V and 208V main switchboards with fixed molded-case circuit breakers.

For all Motor Control Centers (MCC's) that have internal main breakers the main is a fixed mount molded-case breaker. Other MCC's are directly fed from upstream breakers and have no internal main.

Plant No. 2

Plant No. 2's electrical distribution system (see Appendix 2B: Plant No. 2 Single Line Diagrams) consists of a primary-selective 12.47kV backbone fed from SCE Orcogen Sub, the utility substation serving Plant No. 2. The backbone supplies power to seven (7) distribution centers (having 12kV switchgear) and eight (8) Power Buildings, some with diesel standby generators.

The Plant No. 2 CenGen facility produces 12kV power via up to five (5), 3-megawatt reciprocating engines running continuously on sludge digester gas, natural gas, and a 1-megawatt steam turbine running on engine exhaust waste heat. The CenGen facility operates

parallel with utility power and directly feeds several of the distribution centers and power buildings.

Plant No. 2's 12.47kV system contains a mix of medium voltage vacuum circuit breakers with protective relays and load interrupter switches with fuse protection. Most distribution centers and power buildings are double-ended with 480V secondary-selective switchgear. The Gas Compressor Building has double ended 4.16kV and 480V MCCs. The Operations Center and Maintenance Building (O&M Building) have single-ended 480V mains.

As with Plant No. 1, for all MCC's that have internal main breakers, the main is a fixed-mount molded-case breaker. Other MCC's are directly fed from upstream breakers and have no internal main.

Headquarters Building

The Headquarters Building electrical distribution system (see Appendix 2D: Headquarters Single Line Diagram) consists of a primary 12.47kV backbone fed from OC San's Power Building 3A which is one of the twelve (12) Power Buildings described in Plant No. 1 distribution facility (see Plant No. 1 Description).

The Headquarters Building is also connected to three (3) solar arrays which consist of two (2) 71.8 Kw rooftop arrays and one (1) 215.3 Kw parking lot array, which is tied into Headquarters 480V switchboards.

Pump Stations

OC San's Pump Station Network throughout Orange County is on Southern California Edison (SCE) owned 480V transformer power in fifteen (15) of the sixteen (16) pump stations. One pump station (Main Street) is powered by an SCE owned 4.16kV transformer to an OC San owned 4.16kV switchgear, which powers the two (2) OC San owned 480V transformers.

Of the sixteen (16) pump stations, seven (7) stations have onsite 480V generators that automatically start up in a loss of SCE power distribution to maintain the pumping ability of the pump station.

3. Definitions

Corrective Maintenance Event (CM) – shall mean all the activities involved with repairing electrical equipment at a location within either Headquarters, Plant No. 1, Plant No. 2, or Pump Stations, at a time and date designated by OC San for such activities. CM Event activities shall include planning/coordination with OC San, mobilization, equipment setup, Lock-Out Tag-Out (LOTO, CM per NFPA 70B), protective device handling and setup, documentation, and site restoration.

Critical Breaker – defines a circuit breaker critical for normal operation of a plant facility and cannot be turned off. If the critical breaker is turned off for a short period, it would disrupt normal operation of that facility.

Maintenance Event – shall mean all the activities involved with testing, maintaining, or repairing electrical equipment at a location within either Headquarters, Plant No. 1, Plant No. 2, or Pump Stations.

Maintenance Event Mobilization/Demobilization - shall mean when the Contractor or Contractor Designee, at the direction of the OC San Contract Manager, or OC San Designee moves their work forces and equipment onto the Work Order site at the start of the PM or CM Event and removes on completion of the Work Order, or at the direction of the OC San Contract Manager, or OC San Designee and returns worksite(s) to pre-existing condition to the satisfaction of the OC San Contract Manager, or OC San Designee.

Maintenance Job Plans (JP) – A maintenance job plan is a pre-defined, step by step task associated with preventive, predictive and corrective maintenance for a particular asset. Included in each JP are associated tasks, task duration, material/parts & quantities, craft requirement (i.e. Mechanic, Electrician, Maintenance Worker, etc.), labor estimate (number of people & for how long), and any specialized tools.

NETA – The International Electrical Testing Association is an organization that serves the electrical testing industry by offering accreditation of third-party electrical testing firms and certifying electrical testing technicians.

NETA MTS – The NETA Standard Maintenance Testing Specifications for Electrical Power Equipment and System – 2023 Edition.

NFPA 70B – National Fire Protection Association Recommended Practice for Electrical Equipment Maintenance; a standard that addresses recommended electrical equipment maintenance.

OC San Contract Manager – shall mean the OC San employee who is the main point of contact for all issues related to this Contract.

OC San Designee – shall mean the OC San employee who is designated by the OC San Contract Manager to act on his or her behalf.

Preventive Maintenance Event (PM) –shall mean all the activities involved with testing or maintaining electrical equipment at a location within either Headquarters, Plant No. 1, Plant No. 2, or Pump Stations, on a date arranged for such activities. PM Event activities shall include advance planning/coordination with OC San, mobilization, equipment setup, Lock-Out Tag-Out (LOTO, PM per NFPA 70B), protective device handling and setup, documentation, and site restoration.

Work Order – shall mean the individual Maintenance Event, or collection of Maintenance Events for a given area or location, requested by the OC San Contract Manager, or OC San Designee for Contractor to perform. Each Work Order shall be assigned, by OC San, a unique Work Order number.

Temporary Standby – shall mean when the Contractor, at the direction of the OC San Contract Manager or OC San Designee, keeps their work forces and equipment at the project site available for work but not put into operation until notified, or other Electrical activities as instructed by the OC San Contract Manager, or OC San Designee. In the event that OC San is aware that the Electrical Equipment will not be available for an extended period, Contractor and OC San Contract Manager, or OC San Designee shall mutually agree that the Contractor shall demobilize in writing via email. OC San reserves the right to extend the standby time if it is acceptable to the Contractor.

4. Contractor Qualifications

4.1. California C-10 Licensing

Contractor shall possess and maintain, throughout the life of this Contract, a current, valid C-10 Electrical Contractor License, issued by the California Contractors State License Board.

4.2. NETA Membership Listing

The Contractor's firm shall be a NETA member firm, in good standing for at least three (3) years, and shall remain a NETA member firm, in good standing for the duration of the Contract.

4.3. Contractor Responsibilities

The Contractor's staff shall be fully trained and qualified, prior to the start of any work, to:

1. Competently handle and operate all test equipment used by the Contractor for the services performed under this Contract.
2. Enable Contractor to effectively maintain and test all relevant equipment, ensuring efficient and competent performance throughout the duration of the Contract.
3. All work performed under this Contract shall be limited to non-public works activities. No public works projects, as defined under state and local regulations, are authorized under this Contract.

4.4. Qualified Technician Staff List

At the Contract Kick-Off Meeting, Contractor shall submit to OC San its list of qualified technicians who will be performing the maintenance work under this Contract.

Contractor shall obtain written approval of the OC San Contract Manager, or OC San Designee on any proposed substitutions of technicians in writing via email, before they will be permitted to perform work under this Contract.

Project Manager - Contractor's main contact to the OC San Contract Manager or OC San Designee regarding all contract matters (technical, contractual, and otherwise) with authority to make all related decisions on behalf of the Contractor and all its resources. In addition, this role shall be authorized and capable of managing and leading multi-team projects.

Lead Maintenance Technician - This role shall be authorized and capable to conduct tests of complex (multi-function) equipment, analyze test data, plan individual Work Orders authorized by OC San Contract Manager or OC San Designee, and lead a team of qualified maintenance workers as described in this document.

Maintenance Technician - Under supervision of the Lead Maintenance Technician, Maintenance Technicians shall conduct NFPA 70B Electrical Maintenance services. As directed, isolate and ground power equipment safely, connect test equipment, conduct and document standard tests.

Maintenance Worker - Under the direct supervision of Maintenance Technician or Lead Maintenance Technician, Maintenance Workers shall work safely around electrical power equipment and cabling; identify test equipment; and make simple electrical connections.

All Maintenance Technicians, whether direct employees, subcontractors, or temporary employees of Contractor shall be currently NETA certified and present proof thereof.

The technical qualifications and certification (by NETA) are summarized in Table-1 below.

Table - 1 Contractor Staff Certification Requirements		
#	Role	Required NETA Certification Level
1	Project Manager	NETA 2 or Higher
2	Lead Maintenance Technician	NETA 3
3	Maintenance Technician	NETA 2
4	Maintenance Worker	NETA 1

4.5. Electrical Test Data Management via Database Software

The OC San O&M Department currently utilizes PowerDB database to store, track, and report electrical test data. The preferred method for Contractor to submit test data is via Digital Power DB files in addition to PDF files. OC San will provide Power DB files that can be completed without requiring additional software downloads or installations.

4.6. Maintenance Equipment

4.6.1. Equipment Technology

All key test equipment used by the Contractor and its Subcontractors shall preferably be capable of interfacing with PowerDB software to automatically record and organize test data as it is acquired.

4.6.2. Equipment Calibration

Contractor shall have a test instrument calibration program that ensures that all applicable instruments are maintained within rated accuracy. The accuracy shall be directly traceable to the National Institute of Standards and Technology (formerly the National Bureau of Standards).

Dated calibration labels shall be visible and legible on all test equipment, and up-to-date records and calibration instructions shall be maintained for each test instrument. The calibrating standard shall be of a higher accuracy than that of the instrument tested.

All applicable test equipment used by the Contractor shall be calibrated at a maximum twelve (12) month interval. Equipment with calibration labels older than

twelve (12) months shall be considered as out of calibration and shall not be used for maintenance or testing under this Contract.

4.6.3. Calibrated Torque Tools

Adjustable torque wrenches and screwdrivers shall be calibrated at a maximum six-month interval and labeled accordingly. Equipment with calibration labels older than twelve (12) months shall be considered as out of calibration and shall not be used for maintenance or testing under this Contract.

4.7. Support Equipment

4.7.1. Temporary Lighting

The Contractor is responsible to provide any lighting necessary to perform their tasks to complete services performed under this Contract.

4.7.2. Portable Generator

The Contractor shall provide portable generators with sound attenuated enclosures to power their equipment and lighting.

The Contractor shall be responsible for all aspects of their generators including, but not limited to, connecting cabling, operation, maintenance, fueling, spill containment, and cleanup requirements.

4.7.3. Lifting of Large Equipment

Some of the work locations are on platforms above grade or below grade. The Contractor shall provide its own lifting means required to perform its Events for heavy electrical equipment (for example; high-current breaker test equipment, or where elevators are not available). The Contractor shall provide these lifting means at no additional cost to OC San.

4.7.4. Parking and Secure Equipment Storage

OC San is not responsible for any items lost from the Contractor's vehicles or storage areas. The Contractor will be permitted to park their vehicles or trailer, for the duration of the work described herein, on OC San property approved by the OC San Contract Manager or OC San Designee. However, parking at the jobsites will be limited and no overnight vehicle parking will be available.

5. Project/Work Elements

5.1. Plant Electrical Equipment Location Maps

The Contractor shall perform maintenance and testing of power distribution equipment at OC San's Distribution Centers, Power Buildings, and other equipment locations at both plants as well as any replacement devices should they be required. OC San will provide the replacement devices and make them available to the Contractor for testing and installation.

IMPORTANT NOTE: The “Protective Relay and Circuit Breaker Testing” contract will test and set under separate contract in a separate PM testing cycle. The Electrical System Protective Devices to be tested and maintained under this Contract are those devices not included in that testing cycle yet are required to be tested under NFPA 70B/NETA MTS standards. Setting data for these devices will be made available to the Contractor as they are encountered in the progress of work.

For additional information, see Appendix 1A-1D Location Maps – Plant No. 1, Plant No. 2, Headquarters, & Pump Stations, and Appendices 2A-2D Single Line Diagrams.

5.2. Electrical Equipment Maintenance Activities

The Contractor shall perform maintenance and testing of electrical equipment. OC San will be using the electrical testing and maintenance procedures established by NFPA 70B, NETA, and OC San internal preventive maintenance forms (Job Plans). See samples of these Job Plans, outlined in Appendix 3: Sample OC San NFPA 70b Preventive Maintenance Job Plans.

5.3. OC San As-Built Documentation Supplied to the Contractor

5.3.1. Electrical Equipment Data and Settings

The maps supplied in Appendix 1: Location Maps – Plant No. 1, Plant No. 2, Headquarters, & Pump Stations show electrical equipment locations Headquarters, Plant No. 1, Plant No. 2, and Pump Stations in relation to buildings and roadways.

5.3.2. Single-Line Diagrams

Appendices 2A-2D Single Line Diagrams include plant overall and detailed single-line diagrams for all electrical distribution equipment at the electrical facilities identified above.

5.3.3. List of Electrical System Protective Devices to Be Tested Under This Contract

The Maintenance Events in this Contract will include, but not be limited to, testing of molded-case feeder circuit breakers within the equipment. The setting data for many of these devices is not available.

During the progress of work on this Contract, the Contractor shall compile “as-found” setting data tables for these molded-case feeder circuit breakers. The Contractor shall submit these tables with the Final Reports.

5.4. Planning of Work

5.4.1. Interruption of Work

The Contractor shall be aware that the work may require interruptions of power to the entire equipment lineup at a facility location. During the progress of work, OC San may require power to selected critical equipment and loads to be provided to resume operation of the facility should flow circumstances change. Unless advised

otherwise, the Contractor shall remain on standby on the premises during any interruption of the work.

If the Contractor must cancel a scheduled Maintenance Event or a day of Maintenance Events, the Contractor shall notify the OC San Contract Manager, or OC San Designee in writing via email as soon as possible, but no later than the day prior and include the reason for the cancellation. If the Contractor does not notify OC San before the day scheduled, the Contractor shall provide a credit to OC San for the cost of a Maintenance Event mobilization/demobilization per Exhibit B: Cost Proposal Form.

If OC San must cancel a scheduled Maintenance Event due to unforeseen circumstances and the Contractor has already mobilized for that Maintenance Event, OC San will pay the cost of a Maintenance Event Mobilization/Demobilization per Exhibit B: Cost Proposal Form.

5.4.2. Look-Ahead Schedule

OC San plans its Electrical Facilities PM work by using a three (3) - week look ahead schedule. OC San uses this schedule to determine the priority PM sequence. OC San will use this method to plan the PM Event assignments for the Contractor.

5.4.3. Project Management Coordination Meetings

The Contractor's Project Manager shall participate in periodic meetings as needed and job walks with the OC San Contract Manager or OC San Designee to review PM progress, discuss upcoming PM events, LOTO, and any difficulties being encountered in accomplishing the work.

5.5. PM Events

Besides actual testing and maintenance, event activities include, but are not limited to, test and maintenance equipment mobilization, power isolation/lockout-tag-out, test equipment setup, electrical equipment enclosure access, preventive maintenance and testing, PM documentation, enclosure reassembly, and site restoration.

5.5.1. Electrical Equipment Isolation/Lock-Out, Tag-Out

OC San O&M Staff will perform all switching operations and LOTO procedures as required prior to the scheduled start of Maintenance Event activities.

The Contractor must participate in LOTO planning as part of the Maintenance Event coordination meetings. Each Contractor's employee involved in the Maintenance Event activities must apply his or her own lock.

5.5.2. PM/Test Equipment Setup

The Contractor shall provide all items required to perform PM work including, but not limited to safety, maintenance, and test equipment; cabling or bussing, clamps, and hardware for temporary connections; hand and power tools, extension cords, portable lighting and temporary power, tables, and chairs.

The Contractor may stage their PM equipment ahead of the start time of PM activities.

However, all staging and equipment set up activities shall be coordinated with the OC San Contract Manager, or OC San Designee. OC San assumes no responsibility for the security of the Contractor's property. Furthermore, at no time shall placement of the Contractor's items obstruct access to building doorways or active electrical or pump facilities/equipment.

5.5.3. Protective Device Handling and Setup

The Contractor shall disconnect and, if necessary, physically remove protective devices for testing and reinstall them after testing.

The Contractor shall un-land wiring to hard-connected devices as required for testing and re-land them after testing. The Contractor shall verify correct operation of the implacable device upon completion of re-landing. The Contractor shall arrange for the OC San Contract Manager, or OC San Designee to witness this verification.

5.5.4. Maintenance Event Documentation

The Contractor shall document every electrical inspection item, test, and repair performed during the Maintenance Event using computer database-driven standardized forms. These forms shall be submitted via email to the OC San Contract Manager, or OC San Designee for comment in the Portable Document Format (PDF) as a Draft Report at the end of each Maintenance Event.

The OC San Contract Manager or OC San Designee will review the Draft Reports and provide comments along with acceptance or rejection of the Draft Report. OC San may require the Contractor to retest should the Draft Report be found unsatisfactory. After all comments have been successfully resolved, the Contractor shall resubmit the Final Report. For more details see Section 7 (Contract Schedule), Section 9.1 (Draft Reports), and Section 9.2 (Final Report).

5.5.5. Maintenance Event Site Restoration, Equipment Inspection, and Re-Energization

Prior to restoration of power to the equipment, the OC San Contract Manager, or OC San Designee shall inspect the Contractor's work and note any deficiencies. The Contractor shall promptly correct any deficiencies.

The Contractor shall ensure that:

1. All devices have been properly reinstalled
2. All un-landed wiring has been correctly re-landed
3. All device test labels have been placed and are correct and legible
4. All equipment assemblies and bussing have been correctly reassembled/torqued
5. All internal fasteners have been accounted for
6. All enclosure covers have been correctly reinstalled with all required fasteners

7. All Contractor tools and equipment have been removed

5.5.6. Equipment Re-Energization

Once all inspection items have been addressed sufficiently to permit restoration of power, the Contractor shall remain present for the re-energization and removal of safety locks and tags.

5.6. NETA and NFPA 70B Standards

All protective devices in this Contract shall be inspected, tested, and calibrated in accordance with latest applicable NETA Standards. See Section 3 (Definitions).

The Contractor shall apply new calibration labels and shall include the device loop tag number and test date. The labels and written information shall be easily legible and filled out using permanent sunlight-resistant long-lasting ink. All electrical equipment items in this Contract shall be inspected and tested in accordance with applicable NETA and NFPA 70B Standards.

The Contractor shall apply new tags that shall include the device loop tag numbers and date.

5.7. Failed Devices or Equipment Items

When a device or item fails any test, the Contractor shall promptly notify the OC San Contract Manager, or OC San Designee for resolution and allow OC San to plan for item replacement or equipment repair. OC San O&M Staff shall remove the device from service via proper LOTO procedures when applicable.

5.8. Protective Relays

The Contractor shall at a minimum, perform all required tasks listed in the latest version of NETA MTS. See Section 3 (Definitions).

5.8.1. Re-testing of Hard-Wired Relays

Re-testing that is required, of hard-wire non-drawn out relays without test switches, because of a PM or CM shall require the Contractor to un-land wiring for testing and re-land afterward. The Contractor shall verify correct operation of the device upon completion of re-landing. The Contractor shall arrange for OC San Contract Manager or OC San Designee to witness.

5.8.2. Mechanical and Electronic (Solid State) Discrete Relays

The Contractor shall perform all required maintenance tasks as specified in NETA MTS.

The Contractor shall document all positions of settings switches and jumpers both external and internal (e.g., Basler BE1-25).

5.8.3. Digital Programmable Relays (DPR's)

The OC San Contract Manager, or OC San Designee will provide program files, if available, of DPR's being tested in this Contract, to the Contractor prior to testing. The Contractor shall compare the files on record with the program resident in the relay and note any differences. The Contractor shall work with the OC San Contract Manager, or OC San Designee to resolve such differences.

The Contractor shall document any relay settings that may not have been included in previous file listings. The Contractor shall test and calibrate solid state and DPR's, including those protective relays located in variable frequency drive (VFD) cabinets.

The Contractor shall produce a table for each digital relay listing the available settings, the factory default for each setting and the "as left" setting. In addition to providing these setting tables, the Contractor shall download the actual digital files from the relays themselves and submit copies to OC San on to the cloud base One Drive platform (OC San will provide Contractor access once contract is executed). The files shall be indexed according to location, switchgear, cubicle and relay tag number.

5.9. Low Voltage Circuit Breakers

The Contractor shall at a minimum, perform all required tasks listed in the latest version of NETA MTS Sections 7.6.1.1 and 7.6.1.2.

5.9.1. Power Circuit Breakers

Some power circuit breakers are equipped with Kirk-Key mechanical interlocks and electrical Truck-Operated Contact (TOC) and Mechanism Operated Contact (MOC) position switches involved with interlocking/transfer schemes or Supervisory Control and Data Acquisition (SCADA). In addition to the above NETA tests, the Contractor shall verify that Kirk-Key interlocks and TOC/ MOC interlock switches are correctly operating.

5.9.2. Molded-Case Circuit Breakers

All molded-case circuit breakers shall be megger tested. Their primary contacts shall be tested by low-resistance ohmmeter.

Some molded-case circuit breakers are equipped with Kirk-Key mechanical interlocks and auxiliary contacts. In addition to the above NETA tests, the Contractor shall verify that Kirk-Key interlocks and auxiliary contacts are correctly operating.

5.9.3. Primary Injection Testing

Low-voltage circuit breakers that require re-testing, because of a PM or CM work found by Contractor, in this Contract shall be tested by primary current injection per current NETA standards. Circuit breakers that are identified by OC San (per job plan) shall be tested by current injection as well

5.10. Variable Frequency Drives (VFD)

The services provided under this Contract shall include the following: VFD Maintenance Events, which have drive input voltages that range from 120 volts and up to 12.47KV.

5.10.1. Variable Frequency Drive Preventive Maintenance

5.10.1.1. Inspections and Testing:

1. Verify VFD installation, wiring, grounding, and ventilation.
2. Inspect VFD for overheating, vibrations, and unusual sounds.
3. Perform load testing and check output voltages and frequencies.

5.10.1.2. Cleaning and Verification:

1. Clean the VFD and its components, including fans, filters, and cooling systems.
2. Perform verification of all sensors and parameters as needed to OC San's specifications.

5.10.1.3. Software and Firmware Updates (upon approval from OC San Contract Manager or OC San Designee):

Check for and install any software or firmware updates to improve performance or security upon request from OC San Contract Manager or OC San Designee.

5.10.1.4. Documentation Review:

1. Review and update maintenance logs, VFD settings, and operational history.
2. Provide a report of maintenance performed and any recommended improvements to OC San Contract Manager or OC San Designee.

5.10.2. Corrective Maintenance of VFDs

5.10.2.1. Troubleshooting:

1. Diagnose any operational issues or faults with the VFD.
2. Troubleshoot and identify problems like power supply issues, controller failures, or electrical faults.

5.10.2.2. Repairs:

1. All repairs must be quoted and authorized by OC San Contract Manager or OC San Designee, prior to the start of work.
2. Provide on-site or off-site repairs for malfunctioning VFDs. For all off-site repairs, Contractor shall bear all responsibility for the unit, including damages, from the time the unit is removed from the location until it is reinstalled and approved by OC San.
3. Replace or repair damaged components (e.g., cooling fans, capacitors, controllers, power modules, etc.).
4. Verify that VFDs are restored to their full operational state after repair.
5. Cost of materials (see **Materials Costs** under sections **5.11 & 5.12**)

5.10.3. Documenting and Reporting of VFD CMs and PMs

5.10.3.1. Service Reports:

1. Provide detailed service reports for each maintenance or repair visit, including but not limited to: Work performed, parts replaced, recommendations for further action, and operational status of the VFD.

5.10.3.2. Maintenance Logs:

1. Maintain accurate logs of maintenance activities for each VFD unit.
2. Log of drive configuration and parameters
3. Error and Alarm Log

5.10.3.3. Compliance and Standards:

1. Ensure all services are performed in compliance with relevant safety standards and manufacturer guidelines

5.11. Non-Urgent Miscellaneous Corrective Maintenance

1. Contractor shall provide services to troubleshoot and diagnose electrical plant systems and equipment on an as needed basis initiated by OC San Maintenance Staff.
2. Contractor shall then provide corrective maintenance or repairs to the electrical plant systems following troubleshooting and diagnosis and issuance of an authorized OC San Work Order.

5.11.1. Upon arrival at the site, Contractor shall:

1. Evaluate the specific materials and labor required to complete the repair.
2. Develop an estimate of expected costs.
3. Develop a completion schedule.
4. All work performed under this Contract shall be limited to non-public works activities. No public works projects, as defined under state and local regulations, are authorized under this Contract. Contractor shall provide OC San Contract Manager, or OC San Designee with an estimate, for approval of the repair cost and completion schedule, prior to proceeding with the work.
5. Complete a Job Safety Assessment (JSA) with OC San's Risk Management.
6. Contractor shall proceed with the repair work ONLY after the approval of the estimate from OC San Contract Manager or OC San Designee. No overtime work shall be performed without the express prior written authorization of OC San's Contract Manager or OC San Designee. Any overtime work performed without the prior authorization of OC San's Contract Manager or OC San Designee will only be paid at regular hourly rates.
7. Contractor shall complete all work in accordance with the approved estimate. If any additional work is required, The OC San Contract Manager or OC San Designee must be notified, and additional approval provided.
8. Contractor is required to obtain approval for additional expenses before proceeding with work that exceeds the approved estimate.
9. Contractor shall complete all work in accordance with the completion schedule or must contact OC San's Contract Manager or OC San Designee to establish a revised schedule for completion.
10. Materials Costs – Parts purchased by the Contractor for repair of equipment will be charged the actual cost of the parts (including applicable taxes) plus a 10 percent markup. Contractor shall pre-pay all freight charges. Contractor shall provide an itemized copy of the supplier's invoice with the Contractor's final invoice to OC San's Contract Manager or OC San Designee and OC San's Accounts Payable (AP).

5.12. Urgent Repairs

1. Contractor shall dispatch repair personnel on site within four (4) hours after notification of urgent repair. Contractor shall provide timely responses in accordance with these requirements and within all specified deadlines. The determination of whether any repair requests constitutes an urgent matter shall be made solely by OC San.
2. Contractor shall be required to provide 24/7 urgent response services for critical failures or breakdowns.

5.12.1. Upon arrival at the site, Contractor shall:

1. Evaluate the specific materials and labor required to complete the repair.
2. Develop an estimate of expected costs.
3. Develop a completion schedule.
4. All work performed under this Contract shall be limited to non-public works activities. No public works projects, as defined under state and local regulations, are authorized under this Contract. Contractor shall provide OC San Contract Manager, or OC San Designee with an estimate, for approval of the repair cost and completion schedule, prior to proceeding with the work.
5. Complete a Job Safety Assessment (JSA) with OC San's Risk Management.
6. Contractor shall proceed with the repair work ONLY after the approval of the estimate from OC San Contract Manager or OC San Designee. No overtime work shall be performed without the express prior written authorization of OC San's Contract Manager or OC San Designee. Any overtime work performed without the prior authorization of OC San's Contract Manager or OC San Designee will only be paid at regular hourly rates.
7. Contractor shall complete all work in accordance with the approved estimate. If any additional work is required, The OC San Contract Manager or OC San Designee must be notified, and additional approval provided.
8. Contractor is required to obtain approval for additional expenses before proceeding with work that exceeds the approved estimate.
9. Contractor shall complete all work in accordance with the completion schedule or must contact OC San's Contract Manager or OC San Designee to establish a revised schedule for completion.
10. Materials Costs – Parts purchased by the Contractor for repair of equipment will be charged the actual cost of the parts (including applicable taxes) plus a 10 percent markup. Contractor shall pre-pay all freight charges. Contractor shall provide an itemized copy of the supplier's invoice with the Contractor's final invoice to OC San's Contract Manager or OC San Designee and OC San's Accounts Payable (AP).
11. Contractor shall warrant all materials and labor one (1) year after completion and acceptance of maintenance and/or repair work (in accordance with the manufacturer's warranty) or longer than one (1) year.

5.13. OC San Maintenance Job Plans

Electrical Equipment Maintenance shall be done per the NFPA 70B, NETA and OC San Preventive Maintenance job plans. See Appendix 3: Sample OC San NFPA 70B Preventive Maintenance Job Plans.

6. Contractor Submittals

Contractor shall provide the OC San Contract Manager with information as indicated in Table-2 below:

Table-2		
Requirement	Section	When Due
All Testing Technicians Training Certificates	4.4	At Project Kickoff
Qualified Technician Staff List	4.4	At Project Kickoff
Test Instrument Calibration Program	4.6.2	At Project Kickoff
Draft Maintenance Event Reports	5.5.4	End of Each Maintenance Event per Equipment Location
Relay DPR Files and Setting Tables	5.8.3	End of Each Maintenance Event per Equipment Location
Decision Log	8.3	End of each Maintenance Event

7. Contract Schedule

The estimated schedule is listed as shown below in Table-3. For more details see Section 5.5.4 (Event Documentation), Section 9.1 (Draft Reports), and Section 9.2 (Final Report):

Table -3	
Event	Timeline (Business Days)
Contract Kick-Off Meeting	Five (5) Business days from Notice to Proceed
(Typical) Issue Draft Report for each Maintenance Event	Two (2) Business days after Maintenance Event Completion
(Typical) OC San Review of each Maintenance Event Draft Report	Five (5) Business days after Receipt of Maintenance Event Draft Report
(Typical) Issue Final Report for each Maintenance Event	Five (5) Business days after Receipt of OC San Comments on Maintenance Event Draft Report
(Typical) Approved Final Report	Two (2) Business days after Receipt of Maintenance Event Final Report
(Typical) Issue Invoice for Maintenance Event	Five (5) Business days after Receipt of OC San Final Approval of Maintenance Event Report

8. Project Management

8.1. **Contract Kick-Off Meeting**

Within five (5) business days of the Notice to Proceed (NTP) effective date, a Contract Kick-off Meeting shall be held at OC San facilities with OC San staff and Contractor's staff to establish appropriate contacts and review and discuss responsibilities and the work.

8.2. Overall Preventive Maintenance Plans

Preliminary overall equipment testing, and maintenance plans will be laid out by the OC San Contract Manager and will be presented to the Contractor as necessary.

The following guidelines will apply to the sequence of work.

1. While most of this work is expected to be performed between 7:00 A.M. and 3:30 P.M. Monday through Thursday, some work (such as Pump Station PM Events) may be scheduled on Fridays and weekends, or between 11:00 P.M. and 6:00 A.M., Sunday through Saturday, to coincide with low water flow periods.
2. As much as possible, no actual outage duration shall exceed the specific one approved in advance. Contractor shall notify the OC San Contract Manager, or OC San Designee if there is a possibility of going beyond the approved outage time.

8.3. Preventive Maintenance Coordination Conferences

The Contractor shall conduct meetings with OC San's Contract Manager, or OC San Designee as needed.

These meetings shall be attended by OC San's Contract Manager or OC San Designee and Contractor's Project Manager at a mutually agreeable time. The purpose of the meetings shall be to review the status/progress of the Contract, work schedules, budget, project invoices, and any other outstanding issues which may affect Preventive Maintenance work.

Contractor shall keep an ongoing record of decisions made in a "Decision Log" and shall submit a copy of the updated Decision Log to OC San's Contract Manager with each progress meeting. The log shall be broken down per electrical facility/location.

9. Deliverables

For more details see Section 5.5.4 (Maintenance Event Documentation), and Section 7 (Contract Schedule).

9.1. Draft Reports

See Section 5 (Contractor Submittals) above for submittal of PDF Draft Reports at the end of each Maintenance Event.

9.2. Final Report

See Section 5 (Contractor Submittals) above for submittal of PDF Draft Reports at the end of each Maintenance Event. The Contractor shall provide PDF files of the Draft Final Reports including the following:

1. A discussion section providing a listing of the test equipment used, the test procedures used, and a summary of findings including defective devices or equipment and other maintenance issues
2. Decision Log
3. Copies of the completed field-testing sheets
4. Any "as left" revisions – per Section 5.9.3 ((Digital Programmable Relays (DPR's))

Contractor shall allow five (5) business days for OC San Contract Manager, or OC San Designee's review of the Draft Final Report. Upon receipt of OC San's review comments, Contractor shall submit the Final Report incorporating all comments. Contractor shall provide one (1) copy of the Final Report in hard copy as well as a PDF version.

10. Safety & Hazardous Materials

The Contractor shall follow all OSHA and OC San safety requirements and procedures while conducting work on OC San property. The Contractor shall provide OC San with Safety Data Sheets (SDS) for all applicable materials before the material is brought on site.

10.1. Treatment Plant Safety Awareness

The Contractor shall be aware of the use of hazardous materials and potential presence of hazardous gasses in and around the treatment plant facilities.

There are various alarm systems installed to alert employees of hazardous conditions. The Contractor must instruct their employees of these dangers and that they must evacuate the area immediately should an emergency occur.

10.2. Job Hazard Analyses

Prior to commencing work on each Work Order, a job hazard analysis shall be performed. The Contractor shall attend a job walk in which OC San's Risk Management personnel will be involved. All safety issues shall be addressed, and verification shall be made that all safety measures shall be carried out and required safety equipment is available.

Refer to OC San Safety Policies for a detailed description of OC San's Control of Hazardous Energy policy and procedure. Two weeks prior to the meeting, the Contractor shall submit a work plan that describes the number of people involved in the work, the work procedures, materials, and equipment to be used, and any applicable Safety Data Sheets.

11. Staff Assistance

An OC San Contract Manager, or OC San Designee will be assigned to work with the Contractor for this Contract. All meetings with OC San Contract Manager, or OC San Designee related to task evaluation will be scheduled through OC San's Contract Manager, or OC San Designee. OC San will provide one (1) person to accompany the Contractor to provide access to secure areas and to expedite the corrections of any discrepancies found by the Contractor.

12. List of Appendices

Resource	Description
Appendix 1A	PLANT NO. 1 LOCATION MAP
Appendix 1B	PLANT NO. 2 LOCATION MAP
Appendix 1C	PUMP STATIONS LOCATION MAP
Appendix 1D	HEADQUARTERS LOCATION MAP
Appendix 2A	PLANT NO. 1 SINGLE LINE DIAGRAMS
Appendix 2B	PLANT NO. 2 SINGLE LINE DIAGRAMS
Appendix 2C	PUMP STATIONS SINGLE LINE DIAGRAMS

Appendix 2D	HEADQUARTERS SINGLE LINE DIAGRAMS
Appendix 3	SAMPLE OC SAN NFPA 70B PM JOB PLANS

13. Invoicing Example:

13.1. Invoices for all Work Orders shall be billed separately and shall identify the OC San facility where the work was performed, (i.e.: Plant No. 1, Plant No. 2, Pump Stations, or Headquarters).

13.2. All invoices shall include:

1. The title of the equipment on which the work was performed (i.e., "MCC: RASE-2: VME Service" or "SWGR B: Power Building 7: VM Service" etc.)
2. The date(s) the work was performed. Include multiple dates if work took multiple days
3. The OC San Purchase Order (PO) number **and** Work Order number
4. An itemized breakdown of all charges including the number, and cost based on the Cost Proposal Form.
 - 4.1. All invoices shall have an itemized breakdown of all charges including:
 - 4.1.1. Labor Hours per Technician (included skill level)
 - 4.1.2. Parts and Materials: OC San reserves the right to request the Contractor to submit a copy of the material supplier's original receipt to be reimbursed for their purchases of materials per Work Order.
 - 4.1.3. Tax
5. Payment on invoicing shall be released upon receiving Final Report from Contractor.