

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Central Generation Pressure Vessel Integrity and Reliability Assessment
SPECIFICATION NO. CS-2021-1267BD

THIS AGREEMENT is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708 (hereinafter referred to as "OC San") and Pond & Company with a principal place of business at 3500 Parkway Lane, Suite 500, Peachtree Corners, GA 30092 (hereinafter referred to as "Consultant") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, based on Consultant's expertise and experience, OC San desires to temporarily engage Consultant to provide Central Generation Pressure Vessel Integrity and Reliability Assessment, "Services" as described in Exhibit "A"; and

WHEREAS, Consultant submitted its Proposal, dated October 27, 2021; and

WHEREAS, on February 23, 2022, the Board of Directors of OC San, by minute order, authorized execution of this Agreement between OC San and Consultant; and

WHEREAS, OC San has chosen Consultant to conduct Services in accordance with Ordinance No. OC SAN-56; and

NOW, THEREFORE, in consideration of the mutual promises and mutual benefits exchanged between the Parties, the Parties mutually agree as follows:

1. Introduction

1.1 This Agreement and all exhibits hereto (called the "Agreement") is made by OC San and the Consultant. The terms and conditions herein exclusively govern the purchase of Services as described in Exhibit "A".

1.2 Exhibits to this Agreement are incorporated by reference and made a part of this Agreement as though fully set forth at length herein.

Exhibit "A"	Scope of Work
Exhibit "B"	Proposal
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 Agreement and any of the provisions of the exhibits hereto, the provisions of this Agreement shall in all respects govern and control.

1.4 This Agreement may not be modified, changed, or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by both Parties.

1.5 The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.

- 1.6 The term “days”, when used in the Agreement, shall mean calendar days, unless otherwise noted as workdays.
- 1.7 OC San holidays (non-working days) are as follows: New Year’s Day, Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 Work Hours: All work on OC San site shall be scheduled Monday through Thursday, between the hours of 6:30 a.m. and 4:00 p.m. OC San will not pay for travel time.
- 1.9 Consultant shall provide OC San with all required premiums and/or overtime work at no charge beyond the total amount of the Agreement.
- 1.10 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or action incurred or undertaken by Consultant as a result of work performed in anticipation of purchases of said services by OC San.
2. **Scope of Work** Subject to the terms of this Agreement, Consultant shall perform the Services identified in Exhibit “A”. Consultant warrants that all of its Services shall be performed in a competent, professional, and satisfactory manner.
3. **Modifications to Scope of Work** Requests for modifications to the Scope of Work hereunder can be made by OC San at any time. All modifications must be made in writing and signed by both Parties. A review of the time required for the modification will be made by OC San and Consultant and the Agreement period adjusted accordingly.
4. **Compensation** Compensation to be paid by OC San to Consultant for the Services provided under this Agreement shall be a total amount not to exceed Two Hundred Thirty-five Thousand, One Hundred Thirty-three Dollars (\$235,133.00).
5. **California Department of Industrial Relations (DIR) Registration and Record of Wages**
 - 5.1 To the extent Consultant’s employees and/or subconsultants who will perform work for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, Consultant and subconsultants shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the work is subject to compliance monitoring and enforcement by the DIR.
 - 5.2 The Consultant and subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
 - 5.3 Pursuant to Labor Code Section 1776, the Consultant and subconsultants shall furnish a copy of all certified payroll records to OC San and/or 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.
 - 5.4 The Consultant and subconsultants shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).

6. Payment and Invoicing

6.1 OC San shall pay, net thirty (30) days, upon receipt and approval, by OC San's Project Manager or designee, of itemized invoices submitted for Milestones completed in accordance with Exhibits "A" and "B", and the following:

<u>Milestone</u>	<u>Payment</u>
Submittals – Milestone No. 1 Safety Documentation Project Schedule Inspection Plan	\$6,690
Assessment (Plant No. 1) – Milestone No. 2	\$42,040
Assessment (Plant No. 2) – Milestone No. 3	\$67,018
Final Report – Milestone No. 4	\$119,385

6.2 OC San, at its sole discretion, shall be the determining party as to whether the Milestones have been satisfactorily completed.

6.3 Invoices shall be emailed by Consultant to OC San Accounts Payable at APStaff@OCSan.gov and "INVOICE" with the Purchase Order Number and CS-2021-1267BD shall be referenced in the subject line.

7. **Audit Rights** Consultant agrees that, during the term of this Agreement and for a period of three (3) years after its termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Consultant relating to the invoices submitted by Consultant pursuant to this Agreement.

8. **Commencement and Term** The Services provided under this Agreement shall be completed within 203 calendar days from the effective date of the Notice to Proceed.

9. **Extensions** The term of this Agreement may be extended only by written instrument signed by both Parties.

10. **Performance** Time is of the essence in the performance of the provisions hereof.

11. Termination

11.1 OC San reserves the right to terminate this Agreement 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, Consultant shall immediately discontinue all work under this Agreement (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Consultant for work performed (cost and fee) to the date of termination. Consultant expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Agreement. Such notice of termination shall terminate this Agreement and release OC San from any further fee, cost or claim hereunder by Consultant other than for work performed to the date of termination.

11.2 OC San reserves the right to terminate this Agreement immediately upon OC San's determination that Consultant is not complying with the Scope of Work requirements, if the level of service is inadequate, or any other default of this Agreement.

11.3 OC San may also immediately terminate for default of this Agreement in whole or in part by written notice to Consultant:

- if Consultant becomes insolvent or files a petition under the Bankruptcy Act; or
- if Consultant sells its business; or
- if Consultant breaches any of the terms of this Agreement; or
- if total amount of compensation exceeds the amount authorized under this Agreement.

11.4 All OC San property in the possession or control of Consultant shall be returned by Consultant to OC San on demand, or at the termination of this Agreement, whichever occurs first.

12. **Indemnification and Hold Harmless Provision** Consultant shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or be caused by Consultant's services under this Agreement, or by its subconsultant(s) or by anyone directly or indirectly employed by Consultant, and whether such damage or injury shall accrue or be discovered before or after the termination of the Agreement. Except as to the sole active negligence of or willful misconduct of OC San, Consultant 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 Consultant's performance under the Agreement, 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 Agreement, and/or (c) on account of any goods and services provided under this Agreement. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Consultant or anyone employed by or working under Consultant. To the maximum extent permitted by law, Consultant'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. Consultant 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 Agreement.

13. **Insurance** Consultant and all subconsultants shall purchase and maintain, throughout the life of this Agreement and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Determined Insurance Requirement Form, Exhibit "C". Consultant shall not commence work under this Agreement until all required insurance is obtained in a form acceptable to OC San, nor shall Consultant allow any subconsultant to commence service pursuant to a subcontract until all insurance required of the subconsultant has been obtained. Failure to maintain required insurance coverage shall result in termination of this Agreement.

14. **Key Personnel** Personnel, as provided in Exhibit "B", are considered "key" to the work under this Agreement and will be available for the term of the Agreement. No person designated as key under this Agreement shall be removed or replaced without prior written consent of OC San. If OC San asks Consultant to remove a person designated as key under this Agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of reason, for OC San's request. Consultant shall assign only competent personnel to perform Services pursuant to this Agreement.

15. Confidentiality and Non-Disclosure

- 15.1 Consultant acknowledges that in performing the Services hereunder, OC San may have to disclose to Consultant orally and in writing certain confidential information that OC San considers proprietary and has developed at great expense and effort.
- 15.2 Consultant agrees to maintain in confidence and not disclose to any person, firm, or corporation, without OC San's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of OC San.
- 15.3 Consultant further agrees to maintain in confidence and not to disclose to any person, firm, or corporation any data, information, technology, or material developed or obtained by Consultant during the term of this Agreement.
- 15.4 Consultant agrees as follows:
- To use the confidential information only for the purposes described herein; to not reproduce the confidential information; to hold in confidence and protect the confidential information from dissemination to and use by anyone not a party to this Agreement; and to not use the confidential information to benefit itself or others.
 - To restrict access to the confidential information to its subconsultant or personnel of Consultant who (1) have a need to have such access and (2) have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement.
 - To return all confidential information in Consultant's possession upon termination of this Agreement or upon OC San's request, whichever occurs first.
 - To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.
- 15.5 The provisions of this section shall survive termination or expiration of this Agreement and shall continue for so long as the material remains confidential.

16. Ownership of Documents All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, and agents in the performance of this Agreement shall be the property of OC San and shall be promptly delivered to OC San upon request of OC San's Project Manager or designee, or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by OC San of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at OC San's sole risk and without liability to Consultant. Consultant shall ensure that all its subconsultants shall provide for assignment to OC San of any documents or materials prepared by them.

17. Ownership of Intellectual Property

- 17.1 Consultant agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items made during the course of this Agreement and arising from the Services (hereinafter referred to as "New Developments") shall be and are assigned to OC San as its sole and exclusive property.
- 17.2 Consultant agrees to promptly disclose to OC San all such New Developments. Upon OC San's request, Consultant agrees to assist OC San, at OC San's expense, to obtain patents

or copyrights for such New Developments, including the disclosure of all pertinent information and data with respect thereto, the execution of all applications, specifications, assignments, and all other instruments and papers which OC San shall deem necessary to apply for and to assign or convey to OC San, its successors and assigns, the sole and exclusive right, title and interest in such New Developments. Consultant agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to the terms hereof with regard to New Developments and confidential information.

- 17.3 Consultant warrants that Consultant has good title to any New Developments, and the right to assign New Developments to OC San free of any proprietary rights of any other party or any other encumbrance whatever.
- 17.4 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by Consultant or its subconsultants in connection with these Services shall be delivered to and shall become the exclusive property of OC San. OC San may utilize these documents for OC San applications on other projects or extensions of this project, at its own risk.

18. No Solicitation of Employees

- 18.1 Consultant agrees that it shall not, during the term of this Agreement and for a period of one (1) year immediately following termination of this Agreement, or any extension hereof, call on, solicit, or take away any of the employees whom Consultant became aware of as a result of Consultant's Services to OC San.
- 18.2 Consultant acknowledges that OC San's employees are critical to its business and OC San expends significant resources to hire, employ, and train employees. Should Consultant employ or otherwise engage OC San's employees during the term of this Agreement and for a period of one (1) year following termination of this Agreement, Consultant will pay OC San fifty percent (50%) of the former employee's most recent annual salary earned at OC San to accurately reflect the reasonable value of OC San's time and costs. This payment is in addition to any other rights and remedies OC San may have at law.

19. Independent Contractor Capacity

- 19.1 The relationship of Consultant to OC San is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship.
- 19.2 Consultant shall act independently and not as an officer or employee of OC San. OC San assumes no liability for Consultant's action and performance, nor assumes responsibility for taxes, funds, payments or other commitments, implied or expressed, by or for Consultant.
- 19.3 Consultant shall not be considered an agent of OC San for any purpose whatsoever, nor shall Consultant have the right to, and shall not, commit OC San to any agreement, contract or undertaking. Consultant shall not use OC San's name in its promotional material or for any advertising or publicity purposes without expressed written consent.
- 19.4 Consultant shall not be entitled to any benefits accorded to those individuals listed on OC San's payroll as regular employees including, without limitation, worker's compensation, disability insurance, vacation, holiday or sick pay. Consultant shall be responsible for providing, at Consultant's expense, disability, worker's compensation or other insurance as well as licenses and permits usual or necessary for conducting the Services hereunder.

- 19.5 Consultant shall be obligated to pay any and all applicable Federal, State and local payroll and other taxes incurred as a result of fees hereunder. Consultant hereby indemnifies OC San for any claims, losses, costs, fees, liabilities, damages or penalties suffered by OC San arising out of Consultant's breach of this provision.
- 19.6 Consultant shall not be eligible to join or participate in any benefit plans offered to those individuals listed on OC San's payroll as regular employees. Consultant shall remain ineligible for such benefits or participation in such benefit plans even if a court later decides that OC San misclassified Consultant for tax purposes.
20. **Licenses, Permits** Consultant represents and warrants to OC San that it has obtained all licenses, permits, qualification and approvals of whatever nature that are legally required to engage in this work. Any and all fees required by Federal, State, County, City and/or municipal laws, codes and/or tariffs that pertain to work performed under the terms of this Agreement will be paid by Consultant.
21. **Consultant's Representations** In the performance of duties under this Agreement, Consultant shall adhere to the highest fiduciary standards, ethical practices and standards of care and competence for their trade/profession. Consultant agrees to comply with all applicable Federal, State and local laws and regulations.
22. **Familiarity with Work** By executing this Agreement, Consultant warrants that: 1) it has investigated the work to be performed; 2) it has investigated the site of the work and is aware of all conditions there; and 3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should Consultant discover any latent or unknown conditions 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 Consultant's risk, until written instructions are received from OC San.
23. **Right to Review Services, Facilities, and Records**
- 23.1 OC San reserves the right to review any portion of the Services performed by Consultant under this Agreement, and Consultant agrees to cooperate to the fullest extent possible.
- 23.2 Consultant shall furnish to OC San such reports, statistical data, and other information pertaining to Consultant's Services as shall be reasonably required by OC San to carry out its rights and responsibilities under its agreements with its bondholders or noteholders and any other agreement relating to the development of the project(s) and in connection with the issuance of its official statements and other prospectuses with respect to the offering, sale, and issuance of its bonds and other obligations.
- 23.3 The right of OC San to review or approve drawings, specifications, procedures, instructions, reports, test results, calculations, schedules, or other data that are developed by Consultant shall not relieve Consultant of any obligation set forth herein.
24. **Force Majeure** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government or any other cause beyond its control, but said party shall use reasonable efforts to minimize the extent of the delay. Work affected by a Force Majeure condition may be rescheduled by mutual consent or may be eliminated from the Agreement.
25. **Severability** If any section, subsection, or provision of this Agreement, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Agreement 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.

26. **Waiver** The waiver of either party of any breach or violation of, or default under, any provision of this Agreement, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Agreement or default thereunder. Any breach by Consultant 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.
27. **Remedies** In addition to other remedies available in law or equity, if the Consultant fails to make delivery of the goods or Services or repudiates its obligations under this Agreement, or if OC San rejects the goods or Services or revokes acceptance of the goods or Services, OC San may (1) terminate the Agreement; (2) recover whatever amount of the purchase price OC San has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Consultant. In the event OC San elects to "cover" as described in (3), OC San shall be entitled to recover from Consultant as damages the difference between the cost of the substitute goods or Services and the Agreement price, together with any incidental or consequential damages.
28. **Governing Law** This Agreement shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in Orange County, in the event any action is brought in connection with this Agreement or the performance thereof.
29. **Environmental Compliance** Consultant shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Consultant, its sub-consultants, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
30. **Attorney's Fees** If any action at law or inequity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
31. **Dispute Resolution**
- 31.1 In the event of a dispute as to the construction or interpretation of this Agreement, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.
- 31.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to California Code of Civil Procedure, Part 3, Title 9, Sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to California Code of Civil Procedure Section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws

of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

32. **Damage to OC San's Property** Any OC San property damaged by Consultant will be subject to repair or replacement by Consultant at no cost to OC San.
33. **Contractor Safety Standards and Human Resources Policies** OC San requires Consultant and its subconsultants to follow and ensure their employees follow all Federal, State and local regulations as well as Contractor Safety Standards while working at OC San locations. If during the course of the Agreement it is discovered that Contractor Safety Standards do not comply with Federal, State or local regulations, then the Consultant is required to follow the most stringent regulatory requirement at no additional cost to OC San. Consultant and all of its employees and subconsultants, shall adhere to all applicable Contractor Safety Standards attached hereto in Exhibit "D" and the Human Resources Policies in Exhibit "E".
34. **Freight (F.O.B. Destination)** Consultant assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Agreement.
35. **Assignments** Consultant shall not delegate any duties nor assign any rights under this Agreement without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
36. **Conflict of Interest and Reporting**
 - 36.1 Consultant shall at all times avoid conflicts of interest or appearance of conflicts of interest in performance of this Agreement.
 - 36.2 Consultant affirms that to the best of its knowledge there exists no actual or potential conflict between Consultant's families, business or financial interest or its Services under this Agreement, and in the event of change in either its private interests or Services under this Agreement, it will raise with OC San any question regarding possible conflict of interest which may arise as a result of such change.
37. **Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OC San and Consultant.
38. **Non-Liability of OC San Officers and Employees** No officer or employee of OC San shall be personally liable to Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
39. **Authority to Execute** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the Parties are formally bound.
40. **Read and Understood** By signing this Agreement, Consultant represents that it has read and understood the terms and conditions of the Agreement.
41. **Entire Agreement** This Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

42. Notices All notices under this Agreement must be in writing. Written notice shall be delivered by personal service or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Any facsimile notice must be followed within three (3) days by written notice. 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: Jackie Lagade, Principal Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708-7018

Consultant: Brian W. Lunsford, Vice President
Pond & Company
3500 Parkway Lane, Suite 500
Peachtree Corners, GA 30092

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

[Intentionally left blank. Signatures follow on the next page.]

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
John B. Withers
Board Chairman

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Ruth Zintzun
Purchasing & Contracts Manager

POND & COMPANY

Dated: _____

By: _____

Print Name and Title of Officer

CMM

EXHIBIT A
SCOPE OF WORK
For
Central Generation Pressure Vessel Integrity and
Reliability Assessment (PS20-05)

EXHIBIT A
SCOPE OF WORK
Central Generation Pressure Vessel Integrity
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SPECIFICATION NO. CS-2021-1267BD

1. BACKGROUND

The Central Generation (Cen Gen) Facilities at Orange County Sanitation District (OC San) Treatment Plant No. 1 and Plant No. 2 were completed in 1993, and house Cogeneration facilities, providing power and heat to support miscellaneous wastewater processes. At the heart of these facilities are three (3) Stationary Reciprocating Internal Combustion Engine-generator Sets at Plant No. 1, and five (5) at Plant No. 2. To support the operation of the engine-generator sets (genset) and the wastewater processes as a whole, various types of equipment such as pumps, heat exchangers, pressure vessels, piping, valves, etc. are needed to ensure that the gensets operate as required.

Having been in operation for over 20 years, the major genset support equipment health has aged and degraded to varying degrees. Among this equipment are the critical pressure containing components, like pressure vessels, tanks, boilers, heat exchangers, and piping. The purpose of this Scope of Work (SOW) is to evaluate and assess the health, condition, and remaining useful life of some of the pressure containing support equipment, per API 510 and the like, as identified in the accompanying lists; as well as their safety devices as applicable.

1.1 DEFINITIONS

- A. API – American Petroleum Institute
- B. As Found – shall mean the state the item is provided to the Consultant
- C. As Left – shall mean the state the item is provided by the Consultant
- D. ASME – The American Society of Mechanical Engineers
- E. ASTM – The American Society for Testing and Materials
- F. Cen Gen – Central Generation
- G. CML – Condition Monitoring Location
- H. BPVC – Boiler and Pressure Vessel Code
- I. Days –Calendar days unless otherwise noted
- J. Fitness – refers to every aspect of the item that defines its physical, chemical, or electrical nature, size, makeup, etc.
- K. Fit up – pertaining to the interaction, fitness, clearance, proximity, etc. between faying surfaces, conjoining, mating, and/or related parts.
- L. Genset – Engine Generator Set
- M. Hydro – Hydrostatic Pressure Test
- N. In service – A state of equipment being in operation
- O. LOTO – Lock-Out / Tag-Out (denoting applicable safety protocol)
- P. MAWP – Maximum Allowable Working Pressure
- Q. MDT – Minimum Design Temperature
- R. NDE – Non-Destructive Examination
- S. NEW – shall mean virgin materials only, unused, unrecycled, unopened, and unadulterated
- T. OC San –Orange County Sanitation District
- U. OEM— Original Equipment Manufacturer
- V. O&M – Operations and Maintenance
- W. On Stream – a condition where the pressure vessel has not been prepared for an internal inspection, and the vessel is still in operation
- X. psig – pound(s) per square inch gauge (typically denoting pressure)

- Y. Plant No. 1 – The Wastewater Treatment Plant located at 10844 Ellis Ave, Fountain Valley, CA 92708
- Z. Plant No. 2 – The Wastewater Treatment Plant located at 22212 Brookhurst St, Huntington Beach, CA 92646
- AA. Ra—Roughness Average (measured in units of microinches or 1×10^{-6} inch)
- BB. Safety Device – Pressure Safety/Relief Valve, etc.
- CC. Shutdown – When a piece of equipment is taken out of service
- DD. SOW – Scope of Work
- EE. Useful Life – The useful life of a component, assembly, etc. is defined as the limit by which said device would fail before its next regularly scheduled overhaul.

1.2 APPENDICES AND REFERENCE DRAWINGS

- A. A-1 Cen Gen Pressure Vessel Condition Assessment SOW (This Document)
- B. A-2 Plant No. 1 Pressure Vessel Assessment List
- C. A-3 Plant No. 2 Pressure Vessel Assessment List
- D. A-4 Consultant Release, Waiver of Liability and Indemnity Agree for Use of Overhead Crane
- E. A-5 Plant No. 1 Cen Gen P&ID
- F. A-6 Plant No. 2 Cen Gen P&ID
- G. A-7 Cen Gen Area Asbestos Inventory
- H. A-8 Cen Gen Area Lead Inventory

1.3 APPLICABLE STANDARDS

- A. API 510 Pressure Vessel Inspection Code
- B. API RP 571 Damage Mechanisms Affecting Fixed Equipment in the Refining Industry
- C. API RP 572 Inspection of Pressure Vessels
- D. API RP 573 Inspection of Fired Boilers and Heaters
- E. API RP 575 Inspection Practices for Atmospheric and Low-Pressure Storage Tanks
- F. API RP 576 Inspection of Pressure-Relieving Devices
- G. API RP 578 Material Verification Program for New and Existing Alloy Piping Systems
- H. API RP 579 Fitness for Service
- I. API 653 Tank Inspection, Repair, Alteration, and Reconstruction
- J. ASME Boiler and Pressure Vessel Code
- K. ASME B31.1 Power Piping Code
- L. ASME B31.3 Process Piping Code

1.4 PERSONNEL REQUIREMENTS

- A. Corrosion Specialist – Minimum 10 years directly applicable experience or licensure as a Professional Corrosion Engineer
- B. Engineer – Minimum 10 years directly applicable experience or licensure as a Professional Mechanical Engineer
- C. Examiner – Certification in applicable NDE and/or AWS Procedure, as required per the ***Inspection Plan***
- D. Inspector – API-510 Certification, and/or as required per jurisdictional requirements

2. DESCRIPTION OF WORK

The work involves the in-service inspection and assessment of all pressure vessels, tanks, boilers, and heat exchangers as specified in Appendices A-2 Plant No. 1 Pressure Vessel Assessment List and A-3 Plant No. 2 Pressure Vessel Assessment List, and their safety devices. The Consultant shall have the following staff—Authorized Pressure Vessel Inspector, Corrosion Specialist, Examiner, and Engineer— available and duly licensed or certified to perform all of the appropriate tasks, at a minimum, as they pertain to each individual piece of equipment, component, or safety device. API-510 shall be the general guideline for this work, though other relevant standards are needed to address specific equipment assessment requirements, as

shown in 1.3 APPLICABLE STANDARDS. OC San shall provide the Consultant access to all pertinent equipment areas, to perform the work as described in this SOW based on the approved **Inspection Plan** and **Work Schedule**. In some cases, the Consultant will be responsible for performing permit required confined space entries or working from elevated locations and will be responsible for the appropriate approvals, staffing, and training as detailed herein. Consultant will also be required to coordinate with contractors that may be in the same areas for other assessment work.

The Consultant shall perform all of the services required per API-510, and applicable equipment inspection per the relevant standard, providing all necessary labor, expertise, testing, and inspection, or as otherwise required.

2.1 WORK ELEMENTS

2.1.1 **Inspection & Condition Assessment**

The Consultant shall provide an in-service inspection and condition assessment of all pressure vessels, tanks, boilers, and heat exchangers per API-510, as detailed in Appendices A-2 Plant No. 1 Pressure Vessel Assessment List and A-3 Plant No. 2 Pressure Vessel Assessment List. The Inspector qualifications shall be per API-510 Appendix B—Inspector Certification, or as further required by the inspection agency having jurisdiction in which the pressure vessel is used or as legally required. The assessment shall include an internal and external inspection, measurement of the defining wall thickness(es), calculation of the corrosion rate and remaining safe useful life, the next recommended inspection date, observation results, photographs, findings, and recommendations, and as required by API-510. In the event that an internal inspection is not possible, practical, meaningful, etc. an on-stream inspection may be proposed by the Consultant, for approval by OC San.

In addition, a Fitness for Service analysis of corroded regions or locally thinned area, as well as other considerations and requirements per API-510 shall be provided by the Consultant to ascertain and/or quantify the vessel or equipment health per the standards intent, where applicable.

2.1.2 **Safety Devices**

The Consultant shall provide the testing and inspection services, as well as the retesting intervals, for the associated pressure relieving devices per API RP 576 Inspection of Pressure-Relieving Devices.

2.1.3 **Inspection Plan**

The Consultant shall submit for approval prior to work, an Inspection Plan for each individual equipment identified in the attachments, as well as their associated safety devices. Each **Inspection Plan** shall include guidance from a Corrosion Specialist and encompass all relevant and/or applicable damage mechanisms, internal and external inspections, safety considerations, Condition Monitoring Locations (CML), type and extent of NDE, vessel operational parameters, multi-zone vessel considerations (if applicable), pressure relieving devices, or as otherwise required by API-510 or similar. Each vessel Inspection Plan shall be approved in writing by the Inspector or Jurisdiction having authority, and OC San, and submitted to OC San via the submittal process prior to the start of any inspection work.

In addition, CML's and examination points shall be permanently recorded, by permanent marking on the vessel itself, as well as by showing representatively on a drawing included in the **FINAL REPORT**, to enable repeatable and meaningful measurements to be taken in the future. The Consultant shall be responsible for drilling vessel insulation, and for providing and installing inspection port plugs into the insulation accordingly, as applicable.

2.1.4 **Work Schedule**

It shall be the responsibility of the Consultant to formulate and propose a work schedule that will allow the various equipment and safety devices to be inspected as required herein, while accommodating the operability of the plants. There shall be a minimum of two schedules, one for each plant, Plant No. 1 and Plant No. 2. Coordination of tasks between the two plants will be necessary, as their operational flexibility is reliant upon one another. See Appendices A-5 Plant No. 1 Cen Gen P&ID and A-6 Plant No. 2 Cen Gen P&ID for further operational details.

In the event that an internal inspection cannot be performed for reasons outside of the Consultant's control, and after approval by OC San in writing, the Consultant may forgo the internal inspection of the vessel. However, the Consultant shall still be required to perform an on-stream inspection and testing accordingly, unless specifically excluded by OC San in writing. The on-stream inspection shall be capable of ascertaining to an acceptable degree, the actual health and condition of all parts of the equipment.

2.1.5 **Non-Destructive Examination & Testing**

It shall be the responsibility of the Consultant to provide the certified staff to serve as Examiner, and the training, tools, test equipment, and expertise to adequately and appropriately measure, analyze, audit, and record the pertinent data per the **Inspection Plan**. In the event that surface preparation like surface grinding, etc. is necessary to facilitate the collection of data, the Consultant shall be responsible for both the application of the surface treatment(s), as well as the subsequent re-application or surface preparation or repair to match the original design, to the extent needed to retain the original design intent or as found. The Consultant shall assume that all surface treatments contain lead, and proper precautions and handling are conducted in accordance with Title 8 California Code of Regulations (CCR), Section 1532.1 for Lead. Consultant shall collect and contain removed coating materials and test per California Title 22 CAM-17 Metals Testing; notify Project Manager if paint contains metals above allowable levels, and place in OC San provided on-site containers, as directed. Calibration records for the NDE technology to be employed shall be recorded prior to the start of work, periodically, and as required by the applicable specification, and included in the **FINAL REPORT**.

2.1.6 **Manufacturers Data Report**

The Consultant shall secure the appropriate Manufacturers Data Report, Data Sheet, Design Calculations, U-1 Report, etc., in the event that OC San does not have access to the original document. Access to some documents(s) (i.e. Vessel U-1 Report, etc.) may require a paid service to obtain the records accordingly, of which the Consultant is financially responsible. In the event that the original equipment details are inaccessible, or where the operational data has changed, the Consultant shall provide suitable details in which to base the inspection. Under all circumstances, the Consultant shall provide a copy of the representative Data Report or Operational Parameters/Assumptions used in the inspection plan, calculations, or formulations of the results and include it in the **FINAL REPORT**.

In the event that equipment material type is unknown, the Consultant shall employ the use of a suitable technology—e.g. x-ray fluorescence, optical spectrography—to positively ascertain the material type for further analysis, testing, and repair accordingly. See API-578 for further details.

2.1.7 **Asset Data Collection**

The Consultant shall compare the equipment information provided in the accompanying lists, Appendices A-2 Plant No. 1 Pressure Vessel Assessment List and A-3 Plant No. 2 Pressure Vessel Assessment List, to the nameplate information printed on the equipment, pressure vessel, or datasheet. In the event that the information is different, the Consultant shall make every attempt to correct, amend, and/or add any missing information to the attached list by recording the details in the **FINAL REPORT**. In particular, the equipment National Board No., MAWP, and MDT is missing for the pressure vessels in almost every case. In other cases, the naming convention is not followed for similar equipment installations, see redlines accordingly.

2.1.8 **Inspection Report**

The Consultant shall compile and author a unique **Inspection Report** for each piece of equipment and documenting all of the required details, pertinent vessel information, observations, inspections, certifications, calibration data, test results, corrosion rates, remaining useful life, findings, safety concerns, etc. and as required herein. For reference, Appendix C of API-510 shows a Sample Pressure Vessel Inspection Report.

Photographs shall be taken and provided in the **Inspection Report**, and include the nameplate, vessel appurtenances, internals, externals, connections, base, foundation, nozzles/connections, hold down bolts at a minimum, or as required by the applicable specification.

2.1.9 **Repairs, Alterations, Changes**

There are no pressure vessel repairs, alterations, or changes to be made under this SOW; however, the Consultant shall identify, recommend, and/or detail any repairs, alterations, or changes that may be required to ensure that the equipment is capable of operating safely, reliably, and efficiently. All findings shall be recorded in the applicable equipment inspection report. If a vessel is found to be running in an unsafe condition, it is the responsibility of the Consultant to bring the condition to the immediate attention of the OC San Project Manager, and the property or equipment tagged accordingly.

2.2 GENERAL

All work performed by the Consultant on the equipment listed herein shall be completed in accordance with OEM specifications, attachments, instructions, and as required by the latest applicable industry codes and regulations as stipulated under this contract, unless otherwise approved by the OC San Engineer in writing prior to work execution. The most stringent requirement shall take precedence if a conflict arises between any of the aforementioned project requirements. Access to the OEM O&M manuals, specifications, and procedures will be made available upon written request, if available.

- 2.2.1 The Consultant is responsible for the removal of all debris, trash, excess, etc. from the site associated with this SOW. However, OC San reserves the right to keep all used, unused, and replacement parts. All construction debris and Consultant-generated waste shall be disposed of in an environmentally safe manner by the Consultant at no additional cost to OC San with the prior approval of OC San. Hazardous wastes (i.e., asbestos and lead) generated in course of this SOW will be managed and disposed of by OC San, including provision of any waste containers and manifesting. Consultant will be responsible for removal and handling of the hazardous waste. Under no circumstances shall hazardous waste be commingled with non-hazardous waste. A known list of asbestos and lead hazards are shown in Appendices A-7 Cen Gen Area Asbestos Inventory and A-8 Cen Gen Area Lead Inventory, respectively. It is the responsibility of the Consultant to verify as necessary, any additional areas that may be subject to the same.
- 2.2.2 No OC San materials or equipment shall be taken off the site, without OC San's written authorization. Before removing any OC San owned property, the Consultant is to provide a list of parts being considered for removal and obtain approval by an OC San representative. When parts are subsequently returned to OC San premises by the Consultant, an OC San representative to signoff receipt of components accordingly.
- 2.2.3 Except as specified elsewhere herein, the Consultant shall furnish field supervision, home office support, labor, permanent materials, construction equipment and tools, consumable supplies, transportation, testing, safety equipment and personnel protective equipment, temporary and support facilities, insurance, and any other items of expense required to perform all activities described herein. OC San will provide a suitable laydown area for this project, at either plant or both, as required. The Consultant shall include all expenses/costs related the trailer/laydown area in its proposal, at no additional cost to OC San.

- 2.2.4 The Consultant shall be responsible for the proper care and storage or handling of all parts, either onsite, during transport, or at the relevant offsite location accordingly. Proper care, protection, and storage includes protecting workpieces from the elements, contaminant ingress, condensation, outside forces, paint spray, cross contamination, damage during activities, etc. In some cases, heaters, wrapping, tarps, desiccant, etc. will be necessary for protection purposes, and shall be solely supplied, designed, provided, and installed by the Consultant.
- 2.2.5 OC San shall assign a Technical Witness and/or an Inspector for all Consultant's activities, including but not limited to all readings taken and tests performed by the Consultant. The Consultant shall retake all readings or redo test if they are deemed unreliable or erroneous to OC San's sole discretion at no additional cost.
- 2.2.6 The Consultant shall be solely responsible for maintaining all items in accordance with the manufacturer instructions until OC San accepts the work as defined by this contract.
- 2.2.7 The Consultant shall be responsible for the repair or replacement of any item, in-kind, damaged by the Consultant or their subcontractor(s) without any cost or schedule impact to OC San.
- 2.2.8 The main overhead crane in the Cen Gen Engine Room may be used as part of this assessment. The Consultant shall review the manufacturer's lifting recommendations and provide any required lifting equipment such as slings or spreader bars. The crane can be made available to the Consultant for use and shall be left in the "as found" condition, incurring no consequential damage. The Consultant shall assume complete responsibility for its usage and indemnify OC San of all liability thereof, as required and defined in OC San Contractor Safety Standards. (Appendix A-4). A rigging and lifting plan are required for movement of any equipment weighing greater than 7,500 lbs. All proposed rigging, lifting plans, and equipment submitted to OC San shall be certified and approved by a Structural Engineer registered and licensed in the State of California.
- 2.2.9 Cen Gen facilities will be in operation during the execution of the work, with other work possibly happening in close proximity, or at the same time, during execution of this contract. The Consultant shall coordinate all work to avoid any interference with normal plant operations, equipment maintenance, and other projects or processes happening simultaneously. Downtime for access, inspection, shall be allowed as permissible. Written shutdown requests shall be submitted to the OC San Project Manager, at least 3 weeks in advance of the planned activity. Requests shall include, at a minimum, a drawing and item list to identify the system or equipment included in the shutdown request. The OC San Project Manager's written acceptance of shutdown requests shall be obtained fourteen (14) days in advance of any planned work. Any work that blocks roadways, access to buildings, parking lots, etc. shall require prior approval and written acceptance by the OC San Project Manager. The Consultant shall follow OC San's lockout tagout (LOTO) procedures for isolation of equipment at all times. Consultant shall provide their own locks and tags. If Work on energized electrical systems is required, refer to the section entitled "Working on Energized Systems" of the OC San Contractor Safety Standards.

3. CONSULTANT RESPONSIBILITY

3.1 GENERAL

As part of the Contract and Scope of Work, the Consultant shall provide OC San with the following:

- A. Project schedule showing key milestones for completion and biweekly update schedule showing a 3-week look ahead until completion.
- B. The Consultant, and their personnel assigned to this Contract, shall have the proper

certifications required to perform the entailed tasks per the applicable standard. Any personnel substitutions after award shall be done with advanced written approval by OC SAN.

- C. The Consultant is responsible to provide all materials and/or equipment, which are specified or otherwise, implied as required materials by this Scope of Work and its Reference Drawings and specifications, unless stated otherwise herein as OC SAN Furnished Parts/Equipment.
- D. Consultant is responsible to provide all consumable supplies, transportation, testing, safety equipment, measuring or recording devices, and personal protective equipment.
- E. The Consultant shall be responsible for the repair or replacement of any item damaged by Consultant or Consultant's subcontractor without any cost or schedule impact to OC SAN.
- F. The Consultant is responsible to provide all tools, including lifting devices required to complete the Scope of Work.

3.2 RIGGING, DISASSEMBLY, REMOVAL, AND REASSEMBLY

- A. In the event the Consultant requires the use of the OC San-owned crane, the Consultant shall submit a Hold-Harmless Agreement, and a Training Verification form to OC San Risk Management for approval, as required by OC San Contractor Safety Standards. A copy of the Agreement is provided as Appendix A-4 Contractor Release, Waiver of Liability and Indemnity Agree for Use of Overhead Crane.
- B. The Consultant shall provide trained staff, tools, rigging, and the necessary equipment and materials needed to execute this contract.
- C. The main overhead crane in the Cen Gen Engine Room has a capacity of 20-Tons and may be used as part of this assessment. The Consultant shall review the equipment manufacturer's lifting recommendations and shall provide all required lifting equipment, such as slings and spreader bars. The Consultant shall submit certified rigging plans for approval by the OC San representative prior to beginning any moving operations, as detailed herein.
- D. Consultant shall review OC SAN's Contractor Safety Standards prior to such use.
- E. The main floor of the Engine Room at each plant has a Maximum Floor Load rating of 300-pounds per square foot. The Consultant's rigging and loading efforts shall be accomplished while staying within this floor loading limitation when moving components and loaded vehicles, as necessary.

3.3 SAFETY AND HEALTH REQUIREMENTS

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

- A. Injury and Illness Prevention Program - The Consultant shall submit a copy of their written, Injury and Illness Prevention Program (IIPP). The IIPP must address responsibility, compliance, communication, hazard assessment, incident investigation, hazard correction, and training as required by Title 8, California Code of Regulations, Section 3203.
- B. Contractor Safety Orientation - The Consultant shall attend a Contractor Safety Orientation (CSO) meeting prior to the start of work. The CSO is a Sanitation District safety orientation conducted between the Risk Management Division (safety and health) and the Consultant. The CSO is conducted once per year or as job conditions or scope of work changes. The Consultant shall participate in these meetings by providing work plans and other requested safety deliverables described below. The Consultant shall sign the JSSA documentation.
- C. Job Safety Analysis (JSA) - The Contractor shall prepare Job Safety Analysis (JSA) for work tasks completed by the Consultant. The JSA is a procedure where each basic step of the work task has identified hazards and recommended controls for the safest way to complete the work task. The Consultant shall attend a job hazard analysis meeting in which OC SAN's Operations & Maintenance and 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.
- D. Lock Out Tag Out (LOTO) - The Consultant shall participate in the OC San LOTO process. OC San will isolate the associated systems prior to Consultant work. OC San will prepare a

written energy control procedure for the system. OC San will demonstrate hazardous energy has been controlled by walking each isolation point and reviewing the energy control procedure with the Consultant. The Consultant shall apply their own lock and tag to the OC San lock box upon acceptable and sign the energy control procedure. Each Consultant employee working on the system must apply their own lock and tag.

- E. Hot Work - Any activity producing spark, flame or heat will require an OC San issued hot work permit. The Consultant, depending on the activity, will be required to provide appropriate controls in accordance with OC San's hot work program. These controls may include a fire watch, 20-pound fire extinguisher, fire blankets, and atmospheric monitor.
- F. Chemical Safety - All chemicals brought onsite shall be accompanied with a safety data sheet (SDS). The Consultant must store and use those chemicals in accordance with the SDS and manufacturer instructions. Upon request, OC San will provide the Consultant with SDS's for chemical used by OC San. The Consultant shall be familiar with the location of the nearest Sanitation District emergency shower/eye wash system.
- G. Training Records - Consultant shall submit copies of its employee trainings records to Risk Management for retention.
- H. PPE - Consultant shall wear Level D personal protective equipment (PPE), which includes hard toe work boots, safety glasses, hard hats, high-visibility safety vests, long pants, sleeved shirts while in the treatment plant areas. The Consultant is required to wear chemical goggles and a face shield when in the chemical containment areas. The Consultant is required to wear the appropriate level of chemical PPE when handling chemicals, which in accordance with the safety data sheet, may include chemical goggles, face shield, and a chemical resistant coveralls. All work performed in the wastewater treatment plant requires a calibrated 4-gas monitor (CO, H₂S, LEL, O₂).
- I. The Consultant shall be aware of the use of bleach, hydrogen peroxide, ferric chloride, acid, caustic soda, other hazardous materials, and potential presence of hazardous gasses in and around the plant.
- J. There are various alarm systems installed to alert employees of hazardous conditions. The Consultant shall instruct its employees of these dangers and that they must evacuate the area immediately should an emergency occur.

4. RESOURCES AVAILABLE

4.1 REFERENCE DRAWINGS

Access to the OEM O&M manuals, specifications, and procedures will be made available upon written request, if available.

4.2 PHYSICAL RESOURCES

OC SAN will make the following resources available to the Consultant:

- A. Overhead crane (upon approval from OC San Risk Management Department), see Section 3.2.
- B. Access to electrical supply (120V), and single use compressed air hook-up (up to 90psi).
- C. The Consultant shall be responsible for providing the following at a minimum, for their own use:
 - i. Restroom(s)
 - ii. Breakroom(s)
 - iii. Telephone(s)
 - iv. Extension Cords or Power Supplies
 - v. Air Supply over 90psi, and/or more than single use

4.3 OC SAN STAFF

Consultant's staff shall be available to support the OC San's staff for LOTO and consultation during Consultant working days.

5. OVERALL PROJECT SCHEDULE

The Consultant shall provide a detailed schedule for this project listing all activities listed below. This schedule does not include all aspects, nor intricacies, of the required project reporting requirements. Rather, it is provided as a convenient reference for the Consultant to use as a basis for the required Deliverable—Overall Project Schedule.

<u>ACTIVITY</u>	<u>DEADLINE</u>
Notice to Proceed (NTP)	NTP = Effective Date
Submittals – Milestone No. 1 - Safety Documentation - Project Schedule - Inspection Plan	NTP + 28 Calendar Days
Assessment (Plant No. 1) – Milestone No. 2	NTP + 105 Calendar Days
Assessment (Plant No. 2) – Milestone No. 3	NTP + 189 Calendar Days
Final Report – Milestone No. 4	NTP + 203 Calendar Days

Figure 1. Milestone Schedule

6. COST SCHEDULE

6.1.1 There is a total of four (4) milestones for payment associated with the deliverables herein. Payments for milestones are a percentage of the not to exceed amount of the Agreement as described in the individual deliverables herein.

<u>Milestone</u>	<u>Payment Percentage of Contract Amount</u>
Submittals – Milestone No. 1 Safety Documentation Project Schedule Inspection Plan	10%
Assessment (Plant No. 1) – Milestone No. 2	20%
Assessment (Plant No. 2) – Milestone No. 3	20%
Final Report – Milestone No. 4	50%

7. DELIVERABLES

The following deliverables are in addition to any submittal requirements in the Contract:

7.1 PROJECT SCHEDULE

Consultant shall provide a baseline schedule as specified above, to include all activities, tests, equipment shutdowns, etc.

- A. Format: MS-Project and PDF.
- B. Delivery: First, copy (Baseline Schedule). Subsequent updates as needed.
- C. Three-Week Look Ahead Schedule Excel format and delivered at each progress meeting.

7.2 SUBMITTALS

- A. Format: Adobe PDF attachment sent with transmittal email to the Representative
- B. Content: Refer to the following sections:

#	Submittal Requirement
1	OC San Internal Safety, Release, and Related Documentation
2	Proof of Personnel Certification(s)
3	Certified Lifting Plans, as applicable
4	Individual Inspection Plans (Section 2.1.3)
5	Final Report (Section 7.3)

7.3 FINAL REPORT

Following the completion of an equipment assessment, the Consultant shall provide a unique inspection report for every vessel, tank, boiler, heat exchanger, or pressure vessel as detailed herein, shown below, and include it in the **FINAL REPORT** as a compilation of individual inspection reports, Manufacturer's Data Report, NDE Calibration Records, etc.:

A. Report Document:

1. File Naming Convention: The electronic file Naming Convention for the individual inspection reports shall be as follows: "Secondary ID_Secondary ID Description". For example, the Urea Tank #1 at P1 Cen Gen would be named "16KTNK001_TANK, UREA1, P1 CENGEN".
2. Electronic Format: shall be formatted in Microsoft Word, Version 2013 or later.
3. Content: shall contain a complete description of all tasks performed, all readings and measurements taken, pictures and findings, inspection and test results, and recommendations.

B. Report Submittal Deadline

1. Individual Equipment - All equipment inspection reports shall be provided not more than fourteen (14) days following the completion of the applicable equipment assessments.
2. Final Report – The Final Report and compilation of all the necessary information, assessment reports, calibration data, data reports, etc., as detailed herein, shall be provided not more than fourteen (14) days following the completion of the contract work.

8. PROJECT MANAGEMENT

8.1 MEETINGS

- A. Kick off meeting: Prior to the commencement of work under this Contract, a meeting with OC San staff shall be held to establish appropriate contacts and review the Consultant's plan to implement this work.
- B. Biweekly progress meetings: Shall be held at OC San. Shall be attended by OC San staff and the Consultant. Topics for discussion: review work in progress and receive comments. Conferences shall be held at least every other week at OC San's offices and may be held via conference call. The formal agenda shall be submitted with the previous meeting notes at least one (1) week prior to each meeting with a 3 week look ahead schedule.

8.2 WORK HOURS

When working on OC San site, Consultant may work 9-hour shifts between the hours of 0600 and 1530, Monday through Thursday. No work shall be performed on Fridays thru Sundays, or OC San observed Holidays without prior written approval from the OC San Project Manager.

8.3 WORK OUTSIDE APPROVED PROJECT

All work outside the requirements of the Contract Documents will be considered "extra work" and shall be submitted in writing for review and written acceptance prior to execution.

8.4 CHANGES TO APPROVED PROJECT ASSIGNMENT

OC SAN may order changes by issuance of a written revision to the project. If such changes impact the price, expenditure limitations, or schedule, then an equitable adjustment and schedule shall be negotiated and shall be set forth in an amendment to the contract.

9. MONITORING OF WORK

9.1 PROGRESS REPORTS

- A. The Consultant shall submit bi-weekly progress reports for review by the 1st and 15th of each month and shall include at a minimum:
 - 1. Current activities,
 - 2. Future activities,
 - 3. Potential out- of-scope items,
 - 4. Concerns and possible delays, and
 - 5. Percentage of completion.

9.2 SHOP INSPECTION VISITS

The OC San Project Manager will schedule site visit(s), as necessary and if applicable, at the Consultant's shop facility during the progress of refurbishment/repair work to monitor and inspect the Consultant's work. All shops shall be located within the United States.

10. WARRANTIES

- A. The Consultant shall warrant that the work performed will be free of defects in materials and workmanship.
- B. New OEM or equal parts shall be warranted for one (1) year and the Consultant shall be responsible for removal, installation, and shipping costs of replacement. Existing parts

that are repaired, machined, or otherwise overhauled, shall be warranted for one hundred eighty (180) days and the Consultant shall be responsible for removal, installation and/or replacement, and shipping costs of replacement. The warranty against defects in workmanship shall extend for one hundred eighty (180) days and the Consultant shall be responsible for correcting the defective work.

C. All warranty periods shall begin after satisfactory completion of the work detailed herein

11. STAFF ASSISTANCE

OC San will provide the Consultant with a single point of contact, the OC San Project Manager. All communications shall go through this single point of contact and any meetings and/or correspondence related to this SOW shall be scheduled and coordinated with this OC San representative.

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