

SERVICE CONTRACT
Operations and Maintenance Coating Rehabilitation Program
On-Call Contractor Services
Specification No. S-2021-1264BD

THIS CONTRACT (hereinafter "Contract") is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708 (hereinafter referred to as "OC San") and Arena Painting Contractors Inc. with a principal place of business at 525 East Alondra Blvd., Gardena, CA 90248 (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OC San desires to temporarily retain the services of Contractor for Operations and Maintenance Coating Rehabilitation Program On-Call Contractor Services as described in Exhibit "A" ("Services"); and

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

WHEREAS, on November 17, 2021, the Board of Directors of OC San, by minute order, authorized execution of this Contract between OC San and Contractor; and

WHEREAS, Contractor is qualified by virtue of experience, training, and expertise to accomplish such Services,

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

1. Introduction

1.1 This Contract and all exhibits hereto are made by OC San and the Contractor. The terms and conditions herein exclusively govern the purchase of the Services as described in Exhibit "A".

1.1 The term "Task Order", when referenced under this Contract, shall mean an order issued by the OC San Project Manager or designee for a specific scope of work.

1.2 Task Orders issued under this Contract shall be incorporated by reference and made part hereof, upon issuance of the Task Order.

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

Addendum No. 1 to the Notice Inviting Bid
Exhibit "A" Scope of Work (as Modified by Addendum No. 1)
Exhibit "B" Bid Price Form
Exhibit "C" Determined Insurance Requirement Form
Exhibit "D" Contractor Safety Standards
Exhibit "E" Human Resources Policies
Exhibit "F" General Conditions

1.4 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 document highest in precedence shall be controlling. The order of precedence of the Contract is set forth below:

- a. Addendum No. 1 to the Notice Inviting Bid
- b. Service Contract
- c. Exhibit "F" General Conditions
- d. Exhibit "C" Determined Insurance Requirement Form
- e. Exhibit "D" Contractor Safety Standards
- f. Permits and other regulatory requirements
- g. Exhibit "E" Human Resources Policies
- h. Individual Task Orders, Inclusive of Task Order Scopes of Work
- i. Exhibit "A" Scope of Work (as Modified by Addendum No. 1)
- j. Exhibit "B" Bid Price Form

1.5 The provisions of this Contract and attachments hereto are applicable at the Task Order level.

1.6 The provisions of this Contract and provisions of the Task Orders may be amended or waived only by a writing executed by authorized representatives of both Parties hereto.

1.7 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

1.8 The term "hours", when used in this Contract, shall be as defined in Exhibit "A".

1.9 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the price provided under "Compensation" below.

1.10 Except as expressly provided otherwise, 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 purchases of said Services by OC San.

2. Compensation Compensation to be paid by OC San to Contractor for the Services provided under this Contract shall be a total amount not to exceed Six Hundred Twenty-eight Thousand, One Hundred Eighty-two Dollars (\$628,182.00).

3. California Department of Industrial Relations (DIR) Registration and Record of Wages

3.1 To the extent Contractor's employees and/or its Subcontractors will perform Work during the design and preconstruction phases of a construction contract or perform Work under a maintenance contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq., Contractor and its Subcontractors shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, and the Work is subject to compliance monitoring and enforcement by the DIR.

3.2 The Contractor and its Subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.

3.3 Pursuant to Labor Code Section 1776, the Contractor and its Subcontractors shall furnish a copy of all certified payroll records to 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.

3.4 The Contractor and its Subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).

3.5 In addition, refer to General Conditions, Exhibit "F", GC-4, LAWS TO BE OBSERVED.

4. Payments and Invoicing

4.1 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 Task Orders completed in accordance with Exhibit "A" and the individual Task Order. OC San, at its sole discretion, shall be the determining party as to whether the Services have been satisfactorily completed.

4.2 Invoices shall be emailed by Contractor to OC San Accounts Payable at APStaff@OCSan.gov and "INVOICE" with the Purchase Order Number and Specific Task Order Number shall be referenced in the subject line.

5. Audit Rights Contractor agrees that, during the term of this Contract and for a period of three (3) years after its termination, 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.

6. Scope of Work Subject to the terms of this Contract, Contractor shall perform the Services identified in Exhibit "A". Contractor shall perform said Services in accordance with generally accepted industry and professional standards.

7. Modifications to Scope of Work Requests for modifications to the Scope of Work hereunder can be made by OC San at any time. All modifications must be made in writing and signed by both Parties.

8. Contract Term The Services provided under this Contract shall be completed within 365 calendar days from the effective date of the Notice to Proceed.

9. Renewals

9.1 OC San may exercise the option to renew this Contract for up to four (4) one-year periods, under the terms and conditions contained herein. OC San shall have no obligation to renew nor give reason if it elects not to renew.

9.2 This Contract may be renewed by OC San Purchase Order.

10. Extensions The term of this Contract may be extended only by written instrument signed by both Parties. In addition, refer to General Conditions, Exhibit "F", GC-27, EXTENSION OF TIME FOR DELAY.

11. Performance Time is of the essence in the performance of the provisions hereof.

12. Termination

12.1 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 of intent to terminate. 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) to the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost or claim hereunder by Contractor other than for Work performed to the date of termination.

- 12.2 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.
- 12.3 OC San may also immediately cancel for default of this Contract in whole or in part by written notice to Contractor:
- if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
 - if Contractor sells its business; or
 - if Contractor breaches any of the terms of this Contract; or
 - if the total amount of compensation exceeds the amount authorized under this Contract.
- 12.4 All OC San property in the possession or control of Contractor shall be returned by Contractor to OC San upon demand, or at the termination of this Contract, whichever occurs first.
13. **Insurance** Contractor and all Subcontractors shall purchase and maintain, throughout the life of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Determined Insurance Requirement Form (attached hereto and incorporated herein as Exhibit "C"). Contractor shall not commence Work under this Contract until all required insurance is obtained in a form acceptable to 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 maintain required insurance coverage shall result in termination of this Contract.
14. **Bonds – Not Used**
15. **Indemnification and Hold Harmless Provision** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or be caused by Contractor's Services under this Contract, or by its Subcontractor(s) or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of 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.
16. **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, then the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor and all of its employees and Subcontractors, shall adhere to the safety requirements in Exhibit "A", all applicable Contractor Safety Standards attached hereto as Exhibit "D" and the Human Resources Policies in Exhibit "E".

17. **Warranties** - Refer to General Conditions, Exhibit "F", GC-19 WARRANTY (CONTRACTOR'S GUARANTEE).
18. **Liquidated Damages** – Not Used
19. **Force Majeure** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government or any other cause beyond its control, but said party shall use reasonable efforts to minimize the extent of the delay. Work affected by a Force Majeure condition may be rescheduled by mutual consent of the Parties or may be eliminated from the Contract.
20. **Freight (F.O.B. Destination)** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
21. **Familiarity with Work** By executing this Contract, Contractor warrants that: 1) it has investigated the Work to be performed; and 2) it understands the facilities, difficulties and restrictions of the Work under this Contract. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by 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.
22. **Regulatory Requirements** Contractor shall perform all Work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and California Water Codes Division 2. In addition, refer to General Conditions, Exhibit "F", GC-35, STORMWATER REQUIREMENTS.
23. **Environmental Compliance** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its Subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
24. **Licenses, Permits, Ordinances and Regulations** Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to engage in this Work. Any and all fees required by Federal, State, County, City and/or municipal laws, codes and/or tariffs that pertain to the Work performed under the terms of this Contract will be paid by Contractor.
25. **Applicable Laws and Regulations** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold harmless from any and all damages and liabilities assessed against 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.
26. **Contractor's Employees Compensation** - In addition, refer to General Conditions, Exhibit "F", GC-4, LAWS TO BE OBSERVED

- 26.1 Davis-Bacon Act – Contractor will pay and will require all Subcontractors to pay all employees on said project a salary or wage at least equal to the prevailing rate of per diem wages as determined by the Secretary of Labor in accordance with the Davis-Bacon Act for each craft or type of worker needed to perform the Contract. The provisions of the Davis-Bacon Act shall apply only if the Contract is in excess of two thousand dollars (\$2,000.00) and when twenty-five percent (25%) or more of the Contract is funded by Federal assistance. If the aforesaid conditions are met, a copy of the provisions of the Davis-Bacon Act to be complied with are incorporated herein as a part of this Contract and referred to by reference.
- 26.2 General Prevailing Rate – OC San has been advised by the State of California Director of Industrial Relations of its determination of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the Work is to be performed for each craft or type of Work needed to execute this Contract, and copies of same are on file in the Engineering Department. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this Contract as required by Labor Code Section 1774 of the State of California. Per California Labor Code 1773.2, OC San will have on file copies of the prevailing rate of per diem wages at its principal office and at each project site, which shall be made available to any interested party upon request.
- 26.3 Forfeiture For Violation – Contractor shall, as a penalty to OC San, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by the Contractor or any Subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the Work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.
- 26.4 Apprentices – Sections 1777.5, 1777.6, 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices are applicable to this Contract and the Contractor shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days or more; or if contracts of specialty contractors not bidding for work through the general or prime Contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.
- 26.5 Workday – In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by it hereunder. Contractor shall conform to Article 3, Chapter 1, Part 7 (Section 1810 et seq.) of the Labor Code of the State of California and shall forfeit to OC San as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any Subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said Article. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the project.
- 26.6 Record of Wages; Inspection – Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the project and agrees to require that each of its Subcontractors do the same. All payroll records shall be certified as accurate by the applicable Contractor or Subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its Subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards

Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. Penalties for non-compliance with the requirements of Section 1776 may be deducted from project payments per the requirements of Section 1776.

27. **South Coast Air Quality Management District's Requirements** It is Contractor's responsibility that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting or demolition of asbestos containing components or structures, shall comply with the appropriate rules and regulations of the SCAQMD.
28. **Governing Law** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange, in the event any action is brought in connection with this Contract or the performance thereof.
29. **Breach** The waiver of either party of any breach or violation of, or default under, any provision of this Contract, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which 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.
30. **Remedies** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods or Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods or Services, OC San may (1) cancel the Contract; (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 Contractor. In the event OC San elects to "cover" as described in (3), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods or services and the Contract price, together with any incidental or consequential damages.
31. **Dispute Resolution - Refer to General Conditions, Exhibit "F", GC-25, DISPUTES**
32. **Attorney's Fees - Refer to General Conditions, Exhibit "F", GC-24, CLAIMS**
33. **Survival** The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.
34. **Severability** If any section, subsection, or provision of this Contract, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
35. **Damage to OC San's Property** Any of OC San's property damaged by Contractor, any Subcontractors or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San. In addition, refer to General Conditions, Exhibit "F", GC-9, PRESERVATION OF PROPERTY.
36. **Disclosure** Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OC San.

37. **Independent Contractor** The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor an 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.
38. **Limitations upon Subcontracting and Assignment** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
39. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
40. **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 for the terms of this Contract.
41. **Read and Understood** By signing this Contract, Contractor represents that he has read and understood the terms and conditions of the Contract.
42. **Authority to Execute** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
43. **Entire Agreement** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.
44. **Notices** All notices under this Contract must be in writing. Written notice shall be delivered by personal service or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. All notices shall be effective when first received at the following addresses:

OC San: Darius Ghazi, Senior Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708

Contractor: Chris Palicke, Vice President
Arena Painting Contractors Inc.
525 East Alondra Blvd.
Gardena, CA 90248

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

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____ By: _____
John B. Withers
Chair, Board of Directors

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

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

ARENA PAINTING CONTRACTORS INC.

Dated: _____ By: _____

Print Name and Title of Officer

CMM

EXHIBIT A
Scope of Work (SOW) / Technical Specifications
Operations and Maintenance Coating Rehabilitation Program
On-Call Contractor Services
Specification No. S-2021-1264BD

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1. ORGANIZATIONAL INFORMATION

Orange County Sanitation District (OC San) is a governmental agency responsible for wastewater treatment for metropolitan Orange County, California. It has been in existence since 1954 and is the third largest wastewater treatment agency west of the Mississippi River. OC San's Plant 1 and Administrative Offices are located at 10844 Ellis Avenue, Fountain Valley, and Plant 2 is located at 22212 Brookhurst Street, Huntington Beach. Pump stations are located throughout the OC San Orange County service area.

2. SUMMARY

- 2.1. This scope of work is for on-call Contractor support services related to coatings rehabilitation maintenance as part of the OC San Coatings Rehabilitation Program of OC San assets including, but not limited to: pipelines, bridges, catwalks, clarifiers, rake arms, digesters, mixers, volutes, pumps, off-site pump stations, and other structures to be determined by the OC San Project Manager (Project Manager). The Contractor shall provide all personnel and equipment for as-needed coating-repair of OC San assets including performing maintenance tasks such as cleaning, surface preparation, permit-required confined-space entry, substrate soluble-salt and coatings metals testing, scaffolding, painting, dust control and containment, ventilation, incidental repairs, inspection, and QC testing in order to perform the related coating-repair work in quantities defined by and as directed by the Project Manager within individually issued Task Orders.
- 2.2. Required services include, but are not limited to the following:
 - 2.2.1. SSPC-SP 1 Solvent Cleaning by 3,000—5,000 psi water jetting with alkaline cleaner.
 - 2.2.2. Surface smoothing of slag, weld spatter, and sharp edges.
 - 2.2.3. Testing of surfaces for soluble salts and removal of salts detected.
 - 2.2.4. Spot-coat coating system of exterior surface of bare and corroded areas with 6-mil dry-film thickness epoxy system including SSPC-SP 2 and 3 Hand and Power Tool cleaning surface preparation, and all associated work.
 - 2.2.5. Epoxy intermediate coat exterior surfaces with 6-mil dry-film thickness epoxy and 3-mil dry-film thickness polyurethane topcoat and all associated work.
 - 2.2.6. Prime coat interior surfaces with 6-mil dry-film thickness epoxy, including SSPC-SP 10 White Metal Blast Cleaning surface preparation with non-silica abrasive, dust control and containment, and associated work, and epoxy top coat interior surfaces with 6-mil dry-film thickness epoxy.
 - 2.2.7. Two-component, 100 percent solids polymer composite epoxy system which can be machined, drilled, tapped, filed, sanded, and polished, applied over SSPC-SP 10 White Metal Blast Cleaned surface preparation to restore surfaces to original profile.
 - 2.2.8. For surfaces where existing coatings are being removed, testing of coatings per CA Title 22 CAM 17 TTLC Section 66261.24 of coatings for metal present including collection and placement of materials in OC San-provided containers. Contract for the services of EnviroMatrix Analytical, Inc., 4340 Viewridge Avenue, Suite A, San Diego, CA 92123 (858-560-7717), Xenco Laboratories, 4143 Greenbriar Drive, Stafford, TX 77477 (281-240-4200) or a similar laboratory services firm, to provide collection of the sample, analysis of metals per the standard, and submission of test results to the Project Manager. A test shall be

made on each 2,000 square-foot area for each Task Order, with at least one test required for each Task Order. If elevated metals are detected that require special disposal requirements, the Project Manager shall be notified. As directed, for surfaces to be prepared per SSPC-SP 2/3, remove coating collect and contain removed paint, and place in container provided by OC San. For surfaces to be prepared per SSPC-SP 10, first remove coating using SSPC-SP 11 Power Tool Cleaning to White Metal, collect and contain removed paint, and place in container provided by OC San.

- 2.2.9. Dust Control and containment (visible emissions from dust producing operations restricted to no greater than Level 1 (1% of work day) as defined in SSPC Guide 6, with assessed visible emissions per 40 CFR60, App A, Method 22)
- 2.2.10. Dewatering immediate work areas and associated work areas of minor water.
- 2.2.11. Complying with the Safety and Health Requirements as detailed.
- 2.2.12. Water jetting structure cleaning prior to OC San assessments and Contractor painting work.
- 2.2.13. Ensuring all surfaces subject to painting are clean and free of dust.
- 2.2.14. Debris, grit and rag removal of minor quantities prior to OC San assessments and Contractor painting work.
- 2.2.15. Welding and minor fabrication work per Project Manager direction, as associated with painting work.
- 2.2.16. Complete coatings quality control (QC) inspection devices and standards for use in Contractor testing, complete Contractor QC testing, and devices made available to OC San for their quality assurance (QA) testing.
- 2.2.17. Re-labeling of structures and pipes in kind, matching existing colors.
- 2.2.18. Crevice filling with elastomeric sealant to provide smooth coating services.
- 2.2.19. Matching existing colors for structures to be painted, noting that colors may not be standard colors of manufacturers.
- 2.3. The Contractor shall at all times provide services to ensure compliance with OC San standards. It is anticipated that the Contractor will subcontract with suitably qualified and approved specialist companies as necessary for the provision of specific services and equipment as needed to augment the directly provided services.
- 2.4. The Contractor shall submit documentation showing they possess valid SSPC-QP1 certification and Class C-33 Painting and Decorating Contractors license Per Title 16, Division 8, Article 3 of the California Code of Regulations for the full duration of the contract.
- 2.5. Contractor shall provide five (5) references that show that they have previous successful experience with the specified or comparable coating systems. Contractor shall include the name, address, and the telephone number for the owner of each installation for which the painting Contractor provided the protective coating. Contractor shall provide to the Project Manager documentation that they comply with these requirements prior to the application of coatings.

3. PROJECT DESCRIPTION AND PROJECT ELEMENTS

3.1. GENERAL PROJECT DESCRIPTION

- 3.1.1. The purpose of this project is to provide OC San with on-call Contractor-support services detailed in Project Elements and summarized in defined Task Orders issued by, and with unit quantities set, by the Project Manager, to provide coating rehabilitation of OC San assets and carry out minor repairs related to its Coatings Rehabilitation Program. All costs for work outlined in this scope-of-work shall be incorporated into Project Elements and other unit-cost items by the Contractor per the unit rates submitted per Exhibit B (Bid Price Form). Note that there are services listed below that are to be provided by the Contractor at no additional cost, though not specifically called out in Project Elements.
- 3.1.2. The level of Contractor work will vary for each Task Order structure to be coated depending upon the specific facility and the planned level of coating that is either desired or is practical. In all instances, the coating rehabilitation work and quantities of Project Elements will be directed by the OC San Project Manager.
- 3.1.3. The Contractor shall provide the required coating rehabilitation work as determined on a case-by-case basis, defined in each numbered Task Order. All subcontractors will be approved by the OC San Project Manager prior to performing any services under this contract.
- 3.1.4. The extant coatings shall generally be assumed to be intact two-coat epoxy with polyurethane topcoat totaling and average 20-mil thickness, per SSPC-PA 2, with ASTM D6677 Rating 10 adhesion.
- 3.1.5. For each Task Order the Project Manager will outline the coating rehabilitation work that must be provided by the Contractor and the schedule for providing those services. Cost for each Task Order will be aggregated by the Project Manager per the Projects Elements and Contractor-submitted unit-cost items per Exhibit B, Bid Price Form. It is also anticipated that the Contractor will provide input into, and prepare, a detailed work plan in order to optimize the coating rehabilitation work. This will involve preliminary focus meetings and job walks with the Project Manager to finalize the requirements to perform the required coating rehabilitation work of each Task Order. The cost for such measures shall be incorporated into unit costs for Project Elements at no additional cost.
- 3.1.6. The Contractor shall provide the following services:
 - 3.1.6.1. Water Jetting with Cleaner and Surface Smoothing—SSPC-SP 1 (Steel Structures Painting Council) SSPC- SP 1 Solvent Cleaning by 3,000–5,000 psi water jetting with suitable, approved, alkaline cleaner prior to surface preparation and coating. Provide dust control and containment, disposal of materials, and all labor, materials, and equipment. Slag, weld spatter, or sharp edges such as those created by welding, flame cutting and shearing from retrofitting or that is not previously removed by the fabricator at the defective coating areas requiring repair shall be removed by chipping and/or grinding. All sharp edges shall be peened, ground or otherwise blunted to 1/8-inch radius as required by the Project Manager in accordance with NACE SP0178. The rolled edges of angles, channels, and wide flange beams do not normally require further rounding unless specifically directed by the Project Manager. Assume up to 15 square feet of weld

spatter requiring removal per 1,000 square feet of cleaned surface, and up to 20 lineal feet of sharp edges requiring rounding as described per 1,000 square feet of cleaned surface.

- 3.1.6.2. Soluble Salt Testing—After solvent cleaning by high pressure (3,000–5,000 psi) water jetting, use of alkaline cleaning of the surface and SSPC-SP 2/3 or 10 surface preparation, test exposed-metal surfaces for soluble salts using Chlor*Test CSN Salts, Chlor*Rid International, or equal, and the surfaces shall have a concentration of less than 5 micrograms per square centimeter ($\mu\text{g}/\text{cm}^2$) of each of chlorides, sulfates, and nitrates. Conduct a test for each 1,000 square feet and a minimum of one test per Task Order. If the soluble salt test indicates chloride, sulfate, or nitrate concentrations greater than those outlined in these specifications, use Chlari*Wash, as manufactured by Chlor*Rid International or equal, in the water source during water cleaning to remove the salts from the substrate, for the entire surface that is tested. A substrate's surface preparation will be accepted once the soluble salt concentration is below the specified level. These are services to be provided by the Contractor at no additional cost, though not specifically called out in Project Elements.
- 3.1.6.3. Exterior Spot-Coating-Good to Poor Existing Surface Condition—Spot coat system (on SSPC-Vis 3 Initial condition E or G, as defined) for exterior surfaces of corroded areas with 6-mil dry-film thickness Carboline Carboguard 890 VOC, Tnemec Series L69L Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal, epoxy system, including SSPC-SP 2 and 3 Hand Tool and Power Tool surface preparation, dust control and containment, coating, curing, testing, disposal of materials, and all labor, materials, equipment.
- 3.1.6.4. Exterior Surface Intermediate- and Top-Coating—Epoxy intermediate and top coat exterior surfaces with 6-mil dry-film thickness epoxy Carboline Carboguard 890 VOC, Tnemec Series L69F Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal system, including SSPC-SP 2 and 3 Hand Tool and Power Tool surface preparation, dust control and containment, coating, curing, testing, disposal of materials, and all labor, materials, equipment. Polyurethane top coat 3-mil epoxy dry-film thickness polyurethane system with Carboline Carbothane 134 MC, Tnemec EnduraShield Series 1095, Sherwin Williams Acrolon 100 urethane, or equal, top coat including coating, curing, testing, containment, disposal of materials, and all labor, materials, equipment. Match existing labeling on structures and pipelines in existing color using appropriate stenciling, assuming up to 400 characters, up to two-inch character height, per 1,000 square feet of surface coated.
- 3.1.6.5. Interior Surface Prime-Coating-Good to Poor Existing Surface Condition—Prime coat (on SSPC-Vis 1 Initial condition G₁ or G₃, as defined) interior surfaces with 6-mil dry-film thickness Carboline Carboguard 890 VOC, Tnemec Series L69F Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal, epoxy system including SSPC-SP 10 White Metal Blast Cleaning surface preparation of all surfaces, grinding, curing, testing, ventilation, dust control and containment, disposal of materials, and all labor, materials, equipment, and minor dewatering.
- 3.1.6.6. Interior Surface Top-Coating—Epoxy top coat interior surfaces with 6-mil dry-film thickness Carboline Carboguard 890 VOC, Tnemec L69F Hi-Build Epoxoline II,

Sherwin Williams Macropoxy 646, or equal, epoxy system coating, curing, testing, dust control and containment, disposal of materials, and all labor, materials, equipment, and minor dewatering.

- 3.1.6.7. Polymer Composite System—Two-component, 100 percent solids multi-purpose polymer composite epoxy system, Belzona 1111 Super Metal, Enecon Duralloy Metalclad DurAlloy, ARC 10 Machinable Polymer, or equal, which can be machined, drilled, tapped, filed, sanded, and polished, applied at up to 250-mil minimum dry-film thickness in one application to restore original surface profile, applied over SSPC-Vis 1 Initial Condition G3 with SSPC-SP 10 Near White Metal Blast Cleaning using non-silica abrasive surface preparation, grinding, dust control and containment, curing, disposal of materials, and all labor, testing (including soluble salts), materials, and equipment.
- 3.1.6.8. State of California CA Title 22 CAM 17 TTLC per Section 66261.24 testing of surfaces to be subjected to SSPC-SP 2/3 Hand and Power Tool Cleaning, and if any elevated metals are present exceeding the standard, Contractor providing for removal, collection and placement in OC San-provided containers, for disposal of materials by OC San. For surfaces to be subjected to SSPC-SP 10 White Metal Blast Cleaning, if the above testing indicates any elevated metals are present exceeding the standard, Contractor first providing for removal, collection and placement by SSPC-SP 11 Power Tool Cleaning to White Metal, and removed coatings placement in OC San-provided containers.
- 3.1.6.9. Dust Control and containment of visible emissions from dust producing operations restricted to no greater than Level 1 (1% of work day) as defined in SSPC Guide 6, with assessed visible emissions per 40 CFR60, App A, Method 22). Enclosure for dust control and containment shall be provided for basins and other structures undergoing abrasive surface preparation that will include, when needed, enclosure for entry points and also complete enclosure of open basins and other structures for the duration of the operations. When dust control and containment is only needed for manway or hatched entry points not exceeding 100 square feet, the dust control and containment shall be included in the unit price of that Project Element of work, at no additional cost. Dust control and containment for hand-tool and power-tool prepared surfaces and surfaces being prepared for polymer-composite system application shall be included in the unit cost for that Project Element of work, at no additional cost.
- 3.1.6.10. Confined space entry implementation provided by the Contractor and for OC San staff, per the Safety and Health Requirements.
- 3.1.6.11. Scaffolding for access to surfaces for cleaning, surface preparation, coatings and inspections by Contractor QC staff and OC San designated staff, per Safety and Health Requirements.
- 3.1.6.12. The Contractor shall provide coatings quality control (QC) inspection devices and standards for use in Contractor testing, complete Contractor QC inspection, testing and reports, and make available to OC San for their quality assurance (QA) testing all devices and instruments. These are services to be provided by the Contractor at no additional cost, though not specifically called out in Project

Elements. Contractor provided devices, testing, inspection, and reports shall consist of:

- 3.1.6.12.1. The Contractor shall furnish inspection devices in good working condition for the evaluation of surface preparation, presence of chlorides and deleterious surface salts, detection of holidays, psychrometer, US Chamber of Commerce Weather Bureau psychrometric tables, magnetic contact or infrared surface temperature thermometer, surface-profile condition comparator, replicator or profilometer, SSPC-Vis 1 and 3 standards, wet film thickness gage dry film thickness gages for ferrous metallic, nonferrous metallic and nonmetallic substrates, and high and low voltage holiday test units. Wet and dry-film thickness gauges shall be made available for OC San use at all times. Holiday detection devices shall be operated by the Contractor only in the presence of the Project Manager or their designee.
- 3.1.6.12.2. The Contractor shall holiday test all coated metallic surfaces in the presence of the Project Manager per NACE SP0188 and ASTM D5162 for metallic substrates and ASTM D4787 for nonmetallic substrates. All areas containing holidays shall be marked and repaired or recoated in accordance with the coating manufacturer's printed instructions and these specifications, and then retested. Coatings with a dry film thickness of 20 mils or less: use Tinker & Razor Model M1, K-D Bird Dog, or equal, operating at less than 100 volts. The coating shall be sufficiently cured prior to testing. A non-sudsing-type wetting agent, such as Kodak Photo-Flo, or equal, may be added to the water prior to wetting the detector sponge upon approval of the Project Manager.
- 3.1.6.12.3. On each ferrous, nonferrous, and nonmetallic substrate to be coated, both wet-film coating thickness and dry-film coating thickness shall be measured at sufficient representative locations. The wet-film coating thickness shall be measured during application of each coat per ASTM D4414. Dry film thickness shall be measured on each coat following cure and following application of final coat, per manufacturer's recommendation, with non-destructive film thickness gauge per ASTM D7091. On ferrous metals, the dry-film coating thickness shall be measured in accordance with SSPC-PA 2. The sampling of film thickness of structural members or irregular surfaces shall be tested in frequency and locations to a modified version of SSP-PA 2, as determined by the Project Manager.
- 3.1.6.12.4. On all areas to receive coating, Contractor shall measure and record environmental conditions consisting of surface temperature, ambient temperature, and dewpoint temperature just prior to coating, and not proceed with coating unless or until surface temperature is more than 5°F above dewpoint temperature on all surfaces to be coated.
- 3.1.6.12.5. Measurement of bond strength of the protective coating applied to the substrate shall be per ASTM D4541 by the Contractor and in the presence of the Project Manager. Testing is required on the first 100 square-foot area of each Task Order, and on each subsequent 1,000 square-foot area of each Task Order, representative of the coating in that area. Score samples prior to testing down to substrate. The final number of locations on the coated areas to be tested, and the area that each test is to cover, shall be defined by the Project Manager after

application of the coating. Fix 20 mm dollies and pull in accordance with ASTM D4541 using a Type II (test Method B) Adhesion tester, such as an elcometer 106 instrument, or equal. Use an elcometer 108 Type II gauge, or equal, for curved and convex surfaces. The coating shall be tested following the epoxy coating application, and shall exceed 700 psi for coated steel surfaces. For each test that fails in a represented area, two additional tests shall be performed in the same area as chosen by the Project Manager. Further adhesion tests may be performed by the Project Manager or their designee to determine the extent of potentially deficient bonded areas in the designated area, with attendant repairs of the dolly test sites by the Contractor in accordance with the coating manufacturer's recommendations and these specifications. If two consecutive dollies in the same area tests fail, the coating in that complete defined area shall be removed and replaced at the expense of the Contractor. Adhesion testing shall then be completed on the replaced coating in accordance with these requirements.

- 3.1.6.12.6. After solvent cleaning by high pressure (3,000–5,000 psi) water jetting, use of alkaline cleaning of the surface and SSPC-SP 2/3 or 10 surface preparation, test exposed-metal surfaces for soluble salts using Chlor*Test CSN Salts, Chlor*Rid International, or equal. Surfaces shall have a concentration of less than 5 micrograms per square centimeter ($\mu\text{g}/\text{cm}^2$) of chlorides, sulfates, and nitrates. Conduct a test for each 1,000 square feet and a minimum of one test per Task Order. If the soluble salt test indicates chloride, sulfate, or nitrate concentrations greater than those outlined in these specifications, use Chlora*Wash, as manufactured by Chlor*Rid International or equal, in the water source during water cleaning to remove the salts from the substrate, for the entire surface that is tested. A substrate's surface preparation will be accepted once the soluble salt concentration is below the specified level.
- 3.1.6.12.7. If directed by the Project Manager, the Contractor shall destructively test the coating in accordance with ASTM D4138 with an instrument such as a Tooke Gage to determine the dry-film coating thickness. Repairs to the coating following the destructive testing shall be by the Contractor. The Contractor shall assume that up to 20 locations will be tested in this manner for each Task Order.
- 3.1.6.12.8. Surface Preparation: Evaluation of abraded-cleaned metallic surface preparation work will be based upon comparison of the blasted surfaces with the standard SSPC-Vis 3 Guide and Reference Photographs for Steel Surfaces Prepared by Power and Hand Tool Cleaning, and SSPC-Vis 1 Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning, and as described herein. The Contractor shall provide samples for comparison.
- 3.1.6.12.9. For each day of work, the Contractor shall provide a complete daily coatings test report for all elements listed above including, though not limited to: environmental conditions, wet and dry-film thickness, surface-profile visual standards condition, holiday testing, soluble salt levels, destructive testing, adhesion testing, and supporting photographs, by 9 am the next business day and prior to continuation of follow-on work. The daily report shall contain the specified value, the actual measured value, whether or not it is acceptable, and, if unacceptable, the details of the repair or disposition. Following completion of

each Task Order, provide a compiled, complete report of all testing, electronically and in hard copy.

- 3.1.6.13. Provide SCBA/SABA (self-contained breathing apparatus/supplied-air breathing apparatus) equipment where required, for all confined space entrants and for emergency rescue crew, and for OC San entrants, per Safety and Health Requirements. These are services to be provided by the Contractor at no additional cost, though not specifically called out in Project Elements.
- 3.1.6.14. Forced-air ventilation plan and implementation per Safety and Health Requirements. These are services to be provided by the Contractor at no additional cost, though not specifically called out in Project Elements.
- 3.1.6.15. All personnel on site, at all times, shall comply with applicable safety provisions per the Safety and Health requirements, including donning four-gas air monitors. These are services to be provided by the Contractor at no additional cost, though not specifically called out in Project Elements.
- 3.1.6.16. For work locations requiring it, confined space entry and support for Contractor and up to two OC San personnel, per Safety and Health Requirements. These are services to be provided by the Contractor at no additional cost, though not specifically called out in Project Elements.
- 3.1.6.17. Provision of submersible or grade-mounted pumps of appropriate rating and capacity to dewater the identified structures of minor quantities for coating rehabilitation work, up to 500 gallons per Task Order, and disposed of at Plant 1 Decant. These are services to be provided by the Contractor at no additional cost, though not specifically called out in Project Elements.
- 3.1.6.18. Debris and rag removal prior to coating rehabilitation work using vacuum excavation equipment (e.g., Vactors) or other approved equipment, up to 20 gallon volume per 1,000 square feet of coating work. These are services to be provided by the Contractor at no additional cost, though not specifically called out in Project Elements.
- 3.1.6.19. Contractor shall, prior to arrival on site and commencement with each Task Order, provide submittals and receive acceptance by the OC San Project Manager. The Contractor shall maintain hard- and electronic-copies of all submittal data at all times, make submittals available to the Project Manager during the course of the project on a daily basis, and provide a complete hard-copy and electronic copy of submittals to the Project Manager at the completion of each Task Order. These are services to be provided by the Contractor at no additional cost, though not specifically called out in Project Elements. Submittals shall be provided for:
 - 3.1.6.19.1. Safety-Related Submittals shall be submitted to OC San Safety Representative and Project Manager and include:
 - 3.1.6.19.1.1. Injury and Illness Prevention Program (IPP) per Safety and Health Requirements.
 - 3.1.6.19.1.2. SSSP (site-specific safety plans) for coatings operations that includes processes of access, surface preparation, and coating application for each specification applied.

- 3.1.6.19.1.3. Fall protection to be used, including configuration and certifications.
- 3.1.6.19.1.4. Scaffolding equipment to be used, including configuration and certifications.
- 3.1.6.19.1.5. Respiratory protection equipment to be used, configuration, and certification.
- 3.1.6.19.1.6. Contractor's Confined space program including training, rescue, ventilation, and entry procedures for Permit-Required Confined Space (PRCS).
- 3.1.6.19.1.7. Training Records copies of Contractor employee trainings records to Risk Management for retention.
- 3.1.6.19.2. Material submittals shall be provided to Project Manager for:
 - 3.1.6.19.2.1. SDS (material safety data sheets) for all materials brought on site.
 - 3.1.6.19.2.2. Manufacturer's data sheet for all materials brought on site.
 - 3.1.6.19.2.3. Matching existing colors for structures to be painted, noting that colors may not be standard colors of manufacturers. Color samples, selected by the Contractor, shall be submitted for acceptance prior to ordering the materials.
 - 3.1.6.19.2.4. Documentation that all materials used comply with SCAQMD rules and regulations.
- 3.1.6.20. Provide up to 40 feet of polyurethane-based, non-sag elastomeric sealant crevice caulking (3/8-inch dia. bead) for gap filling, Sikaflex 1A, or equal per 1,000 square feet of coated surface with a minimum of 30 feet of caulking required per Task Order. These are services to be provided by the Contractor at no additional cost, though not specifically called out in Project Elements.
- 3.1.6.21. The Contractor and its sub-contractors' staff must be able to communicate in English both verbally and in writing with OC San staff as well as with other members of their crew. The Contractor's staff shall demonstrate the capability to read, interpret, and understand the Safety/OSHA requirements, OC San's plans, drawings, and specifications as necessary.
- 3.1.6.22. All hardware, lighting fixtures, switch-plates, machined surfaces, couplings, shafts, bearings, name plates on machinery, and other surfaces not to be painted shall be masked off, removed, or otherwise protected and protected by the Contractor prior to surface preparation work being performed on adjacent surfaces requiring coating. Drop cloths shall be provided to prevent coating materials from falling on or marring adjacent surfaces. The working parts of all mechanical and electrical equipment shall be protected from damage during surface preparation and coating operations. Openings in motors shall be masked to prevent entry of coating or other materials. The following surfaces shall not be protective coated hereunder unless shown or specified herein, or elsewhere in the Contract Documents and shall be protected during all surface preparation, cleaning, and coating operations. These are services to be provided by the Contractor at no additional cost, though not specifically called out in Project Elements.

1. Exterior or interior concrete structures
2. Stainless steel, except stainless-steel nuts and tie-back rods
3. Machined surfaces
4. Grease fittings
5. Glass
6. Equipment nameplates, except for labels, as noted
7. Maintenance hole frames and covers
8. Platform gratings, stair treads, door thresholds, and other walk surfaces
9. Buried or encased piping or conduit
10. Bronze, brass, copper, or chrome items
11. Concrete floors and slabs
12. Tunnels
13. Redwood
14. Steel encased in concrete or masonry
15. Galvanized pipe supports and cable trays (supports or hangers for these shall be painted)
16. Galvanized steel framing and ducting
17. Aluminum gratings

3.2. PROJECT ELEMENTS

Each Task Order issued by the Project Manager will consist of Project Elements and be billed per the unit rates submitted by the Contractor in the Bid Price Form based on OC San-defined quantities. For any given Task Order, the Contractor will be required to supply all manpower and equipment to provide for a combination of Project Elements as determined by the Project Manager to meet the needs of that Task Order. All elements of work that is required as outlined in this scope of work, though not specifically stated in Project Elements, shall be incorporated into unit rates submitted by the Contractor within Exhibit B, Bid Price Form.

PROJECT ELEMENT 1 – SOLVENT CLEANING BY 3,000—5,000 PSI WATER JETTING WITH CLEANER AND SURFACE SMOOTHING

SSPC-SP 1 (Steel Structures Painting Council) SSPC-SP 1 Solvent Cleaning by 3,000—5,000 psi water jetting with suitable, approved, alkaline cleaner prior to surface preparation and coating. The Contractor shall provide water jetting equipment with a minimum of 300 feet of associated hoses, and trained operators to adequately clean surfaces prior to inspection and coating. All water, power generation, and removal of jet water with contained debris to be performed by the Contractor. All extracted material shall be isolated and disposed of at OC San's Plant No. 1. Contractor shall provide or subcontract higher pressure water jetting equipment if required by the Project Manager. Surface smoothing of slag, weld spatter, or sharp edges such as from welding, flame cutting and shearing from retrofitting or that is not previously removed by the fabricator at the areas requiring to be coated shall be accomplished by chipping and/or grinding.

Peen, grind, or otherwise blunt all sharp edges as required to 1/8-inch radius, and as directed by the Project Manager in accordance with NACE SP0178. Rolled edges of angles, channels, and wide flange beams do not normally require further rounding unless specifically directed by the Project Manager. Assume up to 15 square feet of weld spatter requiring removal per 1,000 square feet of cleaned surface, and up to 20 lineal feet of sharp edges requiring rounding as described per 1,000 square feet of cleaned surface.

PROJECT ELEMENT 2 – EXTERIOR SPOT-COATING SYSTEM (GOOD EXISTING-CONDITION SURFACES)

Spot coat coating system for exterior surfaces of corroded areas with SSPC-Vis 3 Initial Condition G₁ with 6-mil dry-film thickness Carboline Carboguard 890 VOC, Tnemec Series L69F Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal, epoxy system including SSPC-SP 2 and 3 Hand and Power Tool Cleaning surface preparation, testing (including soluble salts), dust control and containment, coating, curing, containment, disposal of materials, and all labor, materials, and equipment.

PROJECT ELEMENT 3 – EXTERIOR SPOT-COATING SYSTEM (POOR EXISTING-CONDITION SURFACES)

Spot coat coating system for exterior surfaces of corroded areas with SSPC-Vis 3 Initial Condition G₃ with 6-mil dry-film thickness Carboline Carboguard 890 VOC, Tnemec L69F Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal, epoxy system including SSPC-SP 2 and 3 Hand and Power Tool Cleaning surface preparation, testing (including soluble salts), dust control and containment, coating, curing, containment, disposal of materials, and all labor, materials, and equipment.

PROJECT ELEMENT 4 – EXTERIOR EPOXY INTERMEDIATE- AND TOP-COATING EXTERIOR SURFACES

Epoxy intermediate- and top coating exterior surfaces with 6-mil dry-film thickness epoxy (Carboline Carboguard 890 VOC, Tnemec L69F Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal) system including SP-3 Power Tool surface preparation, dust control and containment, coating, curing, testing, containment, disposal of materials, and all labor, materials, and equipment. Polyurethane top coat 3-mil dry-film thickness polyurethane system with Carboline Carbothane 134 MC, Tnemec EnduraShield Series 1095, Sherwin Williams Acrolon 100 urethane, or equal, top coat including coating, curing, testing, containment, disposal of materials, and all labor, materials, and equipment.

PROJECT ELEMENT 5 – PRIME COAT INTERIOR SURFACES (GOOD EXISTING-CONDITION SURFACES)

Prime coat interior surfaces with SSPC-Vis 1 Initial Condition G₁ using 6-mil dry-film thickness Carboline Carboguard 890 VOC, Tnemec L69F Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal, epoxy system including SSPC-SP 10 White Metal Blast Cleaning surface preparation with non-silica abrasive, grinding, dust control and containment, curing, disposal of materials, and all labor, testing (including soluble salts), materials, and equipment.

PROJECT ELEMENT 6 – PRIME COAT INTERIOR SURFACES (POOR EXISTING-CONDITION SURFACES)

Prime coat interior surfaces with SSPC-Vis 1 Initial Condition G₃ using 6-mil dry-film thickness Carboline Carboguard 890 VOC, Tnemec L69F Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal, epoxy system including SSPC-SP 10 White Metal Blast Cleaning surface preparation with non-silica abrasive of all surfaces, grinding, dust control and containment, testing (including soluble salts), curing, disposal of materials, and all labor, materials, and equipment.

PROJECT ELEMENT 7— EPOXY TOP-COAT INTERIOR SURFACES WITH EPOXY SYSTEM

Epoxy top coat interior surfaces with 6-mil dry-film thickness Carboline Carboguard 890 VOC, Tnemec L69F Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal, epoxy system coating, curing, testing, dust control and containment, disposal of materials, and all labor, testing, materials, and equipment.

PROJECT ELEMENT 8— POLYMER COMPOSITE SYSTEM

Two-component, 100 percent solids multi-purpose polymer composite epoxy system, Belzona 1111 Super Metal, Enecon Duralloy Metalclad DurAlloy, ARC 10 Machinable Polymer, or equal, which can be machined, drilled, tapped, filed, sanded, and polished, applied at up to 250-mil minimum dry-film thickness in one application to restore original surface profile, applied over SSPC-Vis 1 Initial Condition G₃ with SSPC-SP 10 Near White Metal Blast Cleaning using non-silica abrasive surface preparation, grinding, dust control and containment, curing, disposal of materials, and all labor, testing (including soluble salts), materials, and equipment.

PROJECT ELEMENT 9 —STATE OF CALIFORNIA CA TITLE 22 CAM 17 TTLC 66261.24 METALS TESTING

State of California CA Title 22 CAM 17 TTLC per Section 66261.24 testing, and if any metals present of 17 metals tested, Contractor providing for collection and placement in OC San-provided containers, for disposal of materials by OC San. For surfaces for which SSPC-SP2/3 surface preparation is specified in a Task Order, the Contractor shall provide for only collection and placement of removed materials in OC San-provided Containers. For surfaces for which SSPC-SP 10 surface preparation is specified in a Task Order, the Contractor shall provide for complete removal of the coating per SSPC-SP 11, and shall provide collection and placement of removed materials in OC San-provided Containers.

PROJECT ELEMENT 10 —PERMIT-REQUIRED CONFINED SPACE ENTRY

Confined space entry support including supervisor, attendant, and entrant, plus all essential equipment for entry and rescue (including SCBA entry-rescue), preparation of OC San-required safety plans, focus meetings, shutdown dry runs, and coordinating Lock Out Tag Out (LOTO), plus full self-contained breathing apparatus (SCBA). For all work, Contractor personnel to be Confined Space Entry and SCBA (Self-Contained Breathing Apparatus) Certified.

PROJECT ELEMENT 11 —DUST CONTROL AND CONTAINMENT FOR ABRASIVE BLASTING OPERATIONS

Dust Containment and control (visible emissions from dust producing operations restricted to no greater than Level 1 (1% of work day) as defined in SSPC Guide 6, with assessed visible emissions per 40 CFR60, App A, Method 22). Enclosure for dust containment shall be provided for basins and other structures undergoing abrasive surface preparation that will include, when needed, enclosure for entry points and also complete enclosure of open basins and other structures for the duration of the operations. When dust containment is only needed for manway or hatched entry points not exceeding 100 square feet, the dust control and containment shall be included in the unit price of that element of work. Dust control and containment for hand-tool and power-tool prepared surfaces and surfaces being prepared for polymer-composite system application shall be included in the unit cost for that element of work.

PROJECT ELEMENT 12 —SCAFFOLDING

Scaffolding for access to surfaces for cleaning, surface preparation, coatings and inspections by Contractor QC staff and OC San designated staff. Scaffolding shall be provided, when required for the application, per the Safety and Health Requirements.

4. PROJECT MANAGEMENT

- 4.1. The contract, and individual Task Orders, shall be managed by the Project Manager. However, the Contractor shall manage all Project Elements including equipment supply, provision of manpower and other directly supplied or subcontracted services as detailed herein, and shall keep the Project Manager apprised of the status of the support effort for each instance.
- 4.2. The Contractor shall provide the key management and supervisory personnel as described in their proposal on this project. The Contractor shall not reassign the key project personnel without prior approval of the Project Manager. The Project Manager may request re-assignment of any of the Contractor's (or subcontractor's) personnel.
- 4.3. The Contractor shall be responsible for the supervision and management of all subcontractors.

5. PROJECT SCHEDULE

- 5.1. Because the on-call Contractor support is for coatings rehabilitation maintenance, a detailed project schedule is not applicable. However, the Contractor shall provide the anticipated levels of support as indicated in the Project Elements inclusive over the entire contract period and for each Task Order. The Project Manager will coordinate the planned shutdowns and coatings rehabilitation with the Contractor and with OC San operations to ensure that all required resources are available in each Task Order.
- 5.2. The Contractor shall be capable of responding to the Project Manager's coatings rehabilitation requests within two business days. Delays in responses will be cause for cancelation of the contract. Once given the notice to proceed for each Task Order, the Contractor shall work without interruption to schedule until completion of the project, unless otherwise indicated by the Project Manager.
- 5.3. This contract may require the Contractor to work schedules outside of the normal OC San business hours. For example, night work is common and weekend hours may also be necessary because of low flow conditions during these periods.
- 5.4. The Contractor's work may be interrupted by OC San operations, by weather, or other factors directed by the Project Manager, and the Contractor will not be compensated for delays, incorporating costs for any such delays within the unit rates provided by the Contractor in Exhibit B, Bid Price Form, at no additional cost. The number of interruptions and the period of time for each may vary, and can be up to 10 days total per Task Order.

6. SAFETY AND HEALTH REQUIREMENTS

The Contractor 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. These are services, except where noted, are to be provided by the Contractor at no additional cost, though not specifically called out in Project Elements.

- 6.1. Injury and Illness Prevention Program—The Contractor shall prepare and submit a written Injury and Illness Prevention Program (IPP). The IPP must address responsibility, compliance, communication, hazard assessment, incident investigation, hazard correction, and training as required by Title 8, California Code of Regulations, Section 3203. The Contractor shall also prepare and submit safety programs where required by Cal OSHA. These programs may include fall protection, lockout tagout, confined space entry, and hazard communication. The safety plan

must be specific to the work being completed and approved prior to the start of work (includes mobilization).

- 6.2. Contractor Safety Orientation—The Contractor shall prepare Job Safety Analyses for Task Order work completed by the Contractor. The JSA is a procedure where each basic step of the Task Order work has identified hazards and recommended controls for the safest way to complete the Task Order work.
- 6.3. Lockout Tagout (LOTO) —The Contractor shall participate in the OC San LOTO process. OC San will isolate the structure and associated system prior to the Contractor entry into the structure. OC San will prepare a written energy control procedure for the structure. OC San will demonstrate hazardous energy has been controlled by walking each isolation point and reviewing the energy control procedure with the Contractor. The Contractor shall apply their own lock and tag to the OC San lock box upon acceptance and sign the energy control procedure. Each Contractor employee working in the structure must apply their own lock and tag.
- 6.4. Confined Space Entry—The Contractor shall assume work areas will be in an area classified as a PRCS, shall provide all essential equipment including full self-contained breathing apparatus (SCBA), and Contractor personnel shall be Confined Space Entry and SCBA Certified, as needed. Confined Space Entry support shall be provided by the Contractor for up to two OC San Personnel. The Contractor shall prepare a PRCS Entry Permit, Entry Procedure and Rescue Plan that describes all procedures, equipment, and methods proposed to be used, and implement them. A dedicated Rescue Team is required. Calling 911 or relying on the local fire department for rescue is not acceptable. A ventilation plan is required to be developed by qualified personnel and implemented during any entry into the structure. The Contractor shall monitor the atmosphere during entry for oxygen, carbon monoxide, flammable gases, and hydrogen sulfide. The Contractor shall not assume any OC San owned equipment is available for Contractor use. All safety support shall be provided for OC San Inspectors or Engineers at the Contractor's expense. The Contractor shall assume all work areas are classified as a Permit-Required Confined Space (PRCS). The Contractor is required to have a copy of its current confined space entry permit at every job site at all times. The OC San inspector or Engineer may shut down the job site at no additional cost to OC San if the permit is not available upon request. OC San Risk Management will review submitted Entry Permit, Entry Procedures, Rescue Plan and Ventilation Plan. If accepted, OC San Risk Management will issue the Contractor a confined Space JHA authorizing the Contractor for such entry.
- 6.5. Fall Protection—Fall protection shall be provided around all openings to protect Contractor employees and OC San. Fall protection at openings shall consist of a portable guardrail or other suitable barrier to prevent persons from falling to a lower level. Fall protection shall be required for personnel when using Contractor-provided extension ladders and other means when accessing the structures. Fall protection shall be provided for all personnel when working at heights greater than four feet. If scaffolding is utilized, the scaffolding system shall be designed by a scaffold-qualified person and erected, inspected and dismantled by a scaffold-competent person. Scaffolding access shall be provided to OC San personnel. The scaffolding shall be supplied by a qualified, experienced scaffolding company. Contractor shall submit scaffold plans prior to use and they must be approved by OC San.
- 6.6. Hot Work—Any activity producing spark, flame, or heat will require an OC San-issued hot work permit. The Contractor, depending on the activity, will be required to provide appropriate controls in accordance with OC San's hot work program. These controls may include a fire watch, 20-pound fire extinguisher, fire blankets, and atmospheric monitor.

- 6.7. Chemical Safety—All chemicals brought onsite shall be accompanied by a safety data sheet (SDS). The Contractor must store and use those chemicals in accordance with the SDS and manufacturer instructions.
- 6.8. Training Records—Contractor shall submit copies of its employee trainings records to Risk Management for retention.
- 6.9. Waste Water Exposure—The Contractor shall assume there will be a potential exposure to wastewater and related process flows while on site and during work.

7. CONSTRUCTION AND INSTALLATION SERVICES

Construction and installation services shall be provided by the Contractor on an “as needed” basis to support the coatings rehabilitation by OC San over the duration of this contract.

8. WORK HOURS/NOISE REQUIREMENTS

When working outside of the property limits of OC San Plants 1 or 2, specific work hours and nighttime schedules may be imposed by CALTRANS, local cities, the County of Orange, or whoever has jurisdiction. Contractor is required to work within those hours of operation and to provide necessary equipment to meet local noise restrictions that may be imposed.

9. TRAFFIC CONTROL

- 9.1. All traffic control on public rights of way shall be in accordance with the latest CALTRANS Manual of Traffic Control. Additional local regulations shall have precedence. Safe and adequate pedestrian and vehicular access shall be provided in accordance with Section 7-10 of the Standard Specifications for Public Works Construction, 2006 Edition. For work within OC San facilities, traffic control requirements as determined by the Project Manager shall apply.
- 9.2. Contractor shall prepare or purchase traffic control plans, apply for all traffic control permits and pay all fees and permits for said permits as directed by the Project Manager and shall invoice per contract pricing.
- 9.3. Note: Inadequate or improper signing and delineation for traffic control may be cause for the cancellation of the contract.

10. SPILL REPORTING AND HANDLING

- 10.1. In the event of any Contractor-related overflow or interruption/backup of customer service, the Contractor shall immediately notify the OC San Control Center at (714) 593-7025, and shall contain and eliminate the overflow.
- 10.2. Workshops with Contractor’s staff may be provided by OC San regarding containment methods.
- 10.3. Contractor shall be responsible for any fines levied by others, reimbursement of any agency incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs to customers as of a result of the Contractor’s work. This is in addition to any and all costs incurred by customers.
- 10.4. Contractor shall also notify the OC San Control Center immediately of any apparent non-Contractor related spills and/or any abnormal conditions.

11. RESEALING MANHOLE COVERS

Contractor shall reseal all manholes and vaults opened during the course of the contract that were previously sealed with duct seal "Calpico #CD-5," or equal, within 24 hours after work is completed or as directed by OC San staff. Work area around the manhole covers shall be swept clean of all debris after completion of all work at that location.

12. FOCUS MEETINGS

The Contractor shall prepare for and oversee focus meetings prior to coatings rehabilitation project Task Order issuance by the Project Manager and include such meetings in unit costing under Project Elements. The focus meetings will serve to share information, discuss technical issues, understand time constraints, receive and resolve comments, obtain decisions, review Safety, and receive direction by the Project Manager. These actions shall insure that potential problems can be anticipated and either avoided or minimized. In addition, these activities will identify any specific equipment or procedures shall be required prior to the coatings rehabilitation so that delays are minimized or avoided for the work.

13. MANAGEMENT OF SUBCONTRACTORS

The Contractor shall be responsible for and shall manage the activities of all subcontractors utilized under this scope of work.