GENERAL SERVICES CONTRACT Manhole CCTV Inspection Services Specification No. S-2024-658BD

This GENERAL SERVICES CONTRACT (hereinafter referred to as "Contract"), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as "OC San") and Mattucci Plumbing, Inc. (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to retain the services of Contractor for certified closed-circuit television (CCTV) inspections of its sewer manholes ("Services") as described in Exhibit "A" attached hereto and incorporated herein by this reference; and

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

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

WHEREAS, OC San selected Contractor to provide the Services in accordance with OC San's current Purchasing Ordinance; and

WHEREAS, on May 7, 2025, OC San's Operations Committee, by minute order, authorized execution of this Contract.

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

General.

- 1.1 This Contract and all exhibits hereto are made by OC San and the Contractor.
- 1.2 The following exhibits, in order of precedence, are incorporated by reference and made part of this Contract.

Exhibit "A" – Scope of Work

Exhibit "B" – Proposal and Cost Proposal Form (BAFO)

Exhibit "C" – Determined Insurance Requirement Form

Exhibit "D" - Contractor Safety Standards

Exhibit "E" - Human Resources Policies

Exhibit "F" - Not Used

- 1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions in the Contract shall control and thereafter the provisions in the document highest in precedence shall be controlling.
- 1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of acquisition of the Services by OC San.
- 1.5 Work Hours: Shall be as specified in Exhibit "A."

- 1.6 Days: Shall mean calendar days, unless otherwise noted.
- 1.7 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 Work: Shall mean all work, labor, and materials necessary to provide the Services.
- 1.9 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.10 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

2. Scope of Work.

- 2.1 Contractor shall perform the Services identified in Exhibit "A" in accordance with generally accepted industry and professional standards.
- 2.2 <u>Modifications to Scope of Work</u>. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties.
- 2.3 <u>Familiarity with Work</u>. By executing this Contract, Contractor warrants that: (a) it has investigated the work to be performed; and (b) it understands the facilities, difficulties, and restrictions of the work under this Contract. Should Contractor discover any latent or unknown condition materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.
- 2.4 Performance. Time is of the essence in the performance of the provisions hereof.

3. Contract Term.

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

4. Compensation.

- 4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed One Hundred Sixty-four Thousand Dollars (\$164,000.00).
- 4.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amounts specified above and in Exhibit "B".

5. Payments and Invoicing.

- 5.1 OC San shall pay itemized invoices for work completed in accordance with Exhibit "A" thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Services have been satisfactorily completed.
- 5.2 Contractor shall submit its invoices to OC San Accounts Payable by electronic mail to APStaff@OCSan.gov. In the subject line include "INVOICE" and the Purchase Order Number.

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

- To the extent Contractor's employees and/or its subcontractors perform work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 6.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at http://www.dir.ca.gov/DLSR/PWD.
- 6.4 Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Contractor shall post a copy of the prevailing rate of per diem wages at the job site.
- 6.5 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.
 - 6.5.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly

- submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.
- 6.6 The Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
 - 6.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or its subcontractor.
- 6.7 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.
- 6.8 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.
- 6.9 Contractor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 6.10 Pursuant to Labor Code sections 1860 and 3700, the Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this contract, certifies that:

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

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

7. <u>Damage to OC San's Property</u>. Any of OC San's property damaged by Contractor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San.

- **8.** <u>Freight (F.O.B. Destination)</u>. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- **9.** Audit Rights. Contractor agrees that, during the term of this Contract and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
- 10. Contractor Safety Standards and Human Resources Policies. OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as the Contractor Safety Standards while working at OC San locations. If, during the course of the Contract, it is discovered that the Contractor Safety Standards do not comply with Federal, State, or local regulations, the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit "A," all applicable Contractor Safety Standards in Exhibit "D," and the Human Resources Policies in Exhibit "E."
- 11. <u>Insurance</u>. Contractor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit "C" Determined Insurance Requirement Form. Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Contract.
- **12.** Bonds. Not Used
- 13. <u>Indemnification and Hold Harmless Provision</u>. Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Contractor's Services under this Contract, or by its subcontractor(s), or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Contractor shall indemnify, protect, defend, and hold harmless OC San, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person, or damage to property, or interference with the use of property arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process; or any patented or unpatented invention, article, or appliance furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims. allegations, lawsuits, or proceedings have merit or are meritless; or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent; or which otherwise assert that the parties to be defended are responsible, in whole

- or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Contract.
- 14. <u>Independent Contractor</u>. The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.
- **15.** <u>Subcontracting and Assignment</u>. Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
- **16.** <u>Disclosure.</u> Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.
- 17. Non-Liability of OC San Officers and Employees. No officer or employee of OC San shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OC San, or for any amount which may become due to Contractor or to its successor, or for breach of any obligation under the terms of this Contract.
- **18.** <u>Third-Party Rights</u>. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
- 19. Applicable Laws and Regulations. Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically included or referenced.
- **20.** Licenses, Permits, Ordinances, and Regulations. Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Contract will be paid by Contractor.
- **21.** Regulatory Requirements. Contractor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.
- **22. Environmental Compliance.** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.

- 23. South Coast Air Quality Management District's Requirements. It is Contractor's responsibility to ensure that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting, or demolition of asbestos containing components or structures shall comply with the appropriate rules and regulations of SCAQMD.
- **24.** Warranties. Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work specified in Exhibit "A," OC San informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract, Contractor shall, within the time agreed to by OC San and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.

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

- 25.1 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.
- 25.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to Code of Civil Procedure, Part 3, Title 9, sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to Code of Civil Procedure section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

26. Liquidated Damages. Not Used.

- 27. Remedies. In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods and Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods and Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) "cover" by purchasing, or contracting to purchase, substitute goods and Services for those due from Contractor. In the event OC San elects to "cover" as described in (c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods and Services and the Contract price, together with any incidental or consequential damages.
- **28.** Force Majeure. Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected party shall use reasonable efforts to minimize the extent of the delay. Work affected by a force majeure condition may be rescheduled by mutual consent of the Parties.

29. Termination.

- 29.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) through the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost, or claim hereunder by Contractor other than for work performed through the date of termination.
- 29.2 OC San reserves the right to terminate this Contract immediately upon OC San's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Contract.
- 29.3 OC San may also immediately terminate this Contract for default, in whole or in part, by written notice to Contractor:
 - if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
 - if Contractor sells its business: or
 - if Contractor breaches any of the terms of this Contract; or
 - if the total amount of compensation exceeds the amount authorized under this Contract.
- 29.4 All OC San's property in the possession or control of Contractor shall be returned by Contractor to OC San on demand or at the expiration or early termination of this Contract, whichever occurs first.
- **30.** Attorney's Fees. If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.
- **31.** Waiver. The waiver by either party of any breach or violation of, or default under, any provision of this Contract shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.
- **32. Severability.** If any section, subsection, or provision of this Contract; or any agreement or instrument contemplated hereby; or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
- **33. Survival.** The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.

34. Governing Law. This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange in the event any action is brought in connection with this Contract or the performance thereof.

35. Notices.

35.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand, or request sent. All notices shall be effective when first received at the following addresses:

OC San: Natalia Bello

Buyer

Orange County Sanitation District

18480 Bandilier Circle Fountain Valley, CA 92708

NBello@OCSan.gov

Contractor: Silvana Mattucci

President/Owner

Mattucci Plumbing, Inc. 13528 S. Western Ave. Gardena, CA 90249 Silvana@Mattucci.com

- 35.2 Each party shall provide the other party written notice of any change in address as soon as practicable.
- **36.** Read and Understood. By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.
- **37.** Authority to Execute. The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
- **38.** Entire Agreement. This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

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

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

ORANGE COUNTY SANITATION DISTRICT

Dated:	By:	
	-	Pat Burns Chair, Operations Committee
Dated:	Ву:	Kelly A. Lore Clerk of the Board
Dated:	Ву:	Kevin Work Purchasing & Contracts Manager
	MAT	TUCCI PLUMBING, INC.
Dated:	Ву:	
СММ		Print Name and Title of Officer

EXHIBIT A

SCOPE OF WORK

For

Manhole CCTV Inspection Services

EXHIBIT A SCOPE OF WORK Manhole CCTV Inspection Services SPECIFICATION NO. S-2024-658BD

1.0 Purpose

The Orange County Sanitation District (OC San) is seeking a Contractor to perform Level 2 Manhole Assessment and Certification Program (MACP) certified closed-circuit television (CCTV) inspections of its sewer manholes using 360-degree digital scanning and video equipment.

2.0 General Description of the Work

The work under this Contract is generally described by the following item:

2.1 <u>Sewer Manhole CCTV Inspection</u> – Contractor must furnish all labor, materials, equipment and incidentals necessary for the CCTV inspection of various sizes of sewer manholes located throughout OC San's service area (see Appendix A) in accordance with National Association of Sewer Service Companies (NASSCO) MACP standards and additional specifications detailed in this scope of work.

3.0 CCTV Inspection

The following specifications for CCTV inspection are applicable to this Contract:

- 3.1 <u>General</u> OC San estimates the inspection of 1,000 sewer manholes per year, issued in monthly packages of approximate equal size. However, no quantity of work is guaranteed. OC San may reduce the quantity ordered at no penalty to OC San.
 - OC San will provide Contractor with the use of Sewer Atlas Map(s), Excel spreadsheets, and/or Sewer Atlas application showing OC San's sewer manholes for CCTV inspection. Typical data on the maps will include manhole identification numbers and locations.

Contractor must be capable of responding to an OC San inspection request ("work order") within two to five business days wherever permits are not required. Otherwise, work must be performed in accordance with Contractor's acquired permits. For emergency situations, Contractor must respond within six hours for CCTV inspection. The Contractor must have full-time personnel experienced in CCTV inspection readily available to respond within the time limits noted above. Frequent lengthy delays in responses may be cause for cancellation of the Contract.

- 3.2 <u>Level 2 MACP CCTV Inspection</u> All CCTV inspection work assigned to the Contractor must be Level 2 MACP Inspections.
 - 3.2.1 <u>Equipment</u> The inspection system must be 100% digital. Any analog or NTSC video camera will be deemed unacceptable. The inspection system must be able to travel in both upward and downward directions and must allow for camera adjustment so that it is centered within the

manhole at all times during the inspection. The inspection system must have a remotely controlled camera elevating device to center the camera in the manhole without swinging. In cases where the truck mounted remote lifting device cannot center over the manhole, a frame must be used to center the camera above the manhole entry point to facilitate the inspection (off-site or easement setup).

The inspection system must be capable of illuminating the interior of the manhole being assessed to evenly and adequately distribute the light evenly onto the structure walls. Manhole inspection equipment must be able to illuminate sewer manholes up to 120 inches in diameter without the need of any auxiliary lighting. Lighting systems that result in assessments with motion blur, lack of still photo clarity, insufficient illumination, etc. are not acceptable and inspections must be repeated at the Contractor's expense.

The inspection system must have independently or simultaneously controlled digital cameras that provide complete coverage of the interior of the structure to allow for a complete, 360-degree field of view when compiled. Field views from multiple camera systems must sufficiently overlap to enable near- seamless compilation.

The inspection system must be capable of producing individual images or frames with no more than 0.001 inches of movement during image or frame exposure to produce crisp, clear images. The inspection camera must provide a minimum of 3000 lines of vertical resolution in the side view and a minimum of 500 lines in the perspective view.

3.2.2 <u>General Procedure</u> – The CCTV inspection shall be conducted from above ground. Manhole entry, if required, must be conducted in strict accordance with permit required confined space entry (CSE) regulations – see Section 6.3 for general OC San requirements.

The camera system must be lowered via a specialized system to record all internal elements of the structure while traveling at the rate of speed required for proper illumination and quality. Manhole assessments must be performed one manhole at a time - a new assessment must be generated for each location. All assessments must be Level 2 MACP inspections performed in conformance with the latest version of NASSCO MACP.

Condition assessment must be performed following field inspection by a NASSCO certified inspector. Assessments must identify all operational and maintenance defects, structural defects, and construction features observed by the inspection. Defect identification must be completed with an on-screen coding and inspection log. Commentary and specific observations related to continuous defects may be limited to the start and end points of the defect.

3.2.3 <u>Spill Reporting and Handling</u> – In the event of any Contractor related overflow or interruption/ backup of customer service, Contractor must immediately notify OC San Control Center at (714) 593-7025.

Contractor must attempt to contain, control, and relieve the spill and isolate it from entry to any waterways including catch basins and storm drains. Once the spill has been contained, controlled, and relieved, Contractor must clean the area to OC San's satisfaction. Workshops with Contractor may be provided by OC San regarding containment methods at Contractor's request in writing to OC San.

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 Contractor's work. This is in addition to any and all costs incurred by the customer.

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

- 3.2.4 Emergency Reporting If during the CCTV inspection, Contractor encounters a condition where public safety is threatened (such as, but not limited to, a sewer manhole wall hole, sewer manhole collapse, stoppage, blockage, and/or imminent sewer spill) Contractor must immediately notify OC San Control Center at (714) 593-7025.
- 3.2.5 Manhole Frame and Covers After completing a CCTV inspection, Contractor must restore all bolted sewer manholes back to their original condition and reseal all previously sealed sewer manholes with duct seal Cal Pico #CD-5, or approved equal. Contractor must furnish the sealing material. Work area around the manhole must be swept clean of all debris.

4.0 **Deliverables**

Inspection submittals must be delivered to OC San within ten (10) working days of completion of the CCTV inspections in the field. Frequent delays in deliverables may be cause for cancellation of the Contract.

All sewer manhole numbers used in the inspection reports, data files, photos, and video clips must be Computerized Maintenance Management System (CMMS) manhole identification numbers provided by OC San. All electronic data files must be delivered to OC San via upload to OC San cloud or other acceptable means as approved by OC San.

Contractor must review CCTV inspection package(s) and correct any errors, especially defect coding accuracy and any discrepancies, prior to submittal to OC San. Contractor must deliver inspection packages as assigned and not combine multiple work orders into a single deliverable package nor invoice for multiple work orders in a single invoice. Errors discovered by OC San staff will result in the return of the inspection submittal to Contractor for correction before payments will be processed. Frequent returns for correction may be cause for cancellation of the Contract.

CCTV Inspection package deliverables must be made as specified herein and must include the following:

- 4.1 <u>Electronic Files</u> Contractor must provide the following files to OC San for each sewer manhole CCTV inspection request:
 - Updated CCTV inspection request Excel spreadsheet with inspection dates and general notes
 - Three-dimensional (3D) color video recordings in .MP4 format (preferred) or other HTML5 compatible format with all NASSCO MACP graded observations
 - Photographs in .JPG format (preferred) or other HTML5 compatible format of typical manhole condition and all significant observations (NASSCO MACP graded 2 or higher)
 - Inspection reports in .PDF format with all NASSCO MACP graded observations
 - One (1) database file in .MDB format with all NASSCO MACP graded observations for all sewer manholes inspected in the given CCTV inspection request
 - 4.1.1 <u>File Naming Conventions</u> Manhole media file naming conventions must be as follows:
 - First character string is the sewer manhole asset identifier (Manhole ID).
 - Second character string is year, month, and day.
 - Third character string is OC San supplied work order Number or the OC San Project Number followed by a sequential unique ID.
 - File naming examples:

XXX####-###_ YYYYMMDD_ ######.X NHP0130-0000_20250101_123456AA.mp4

Should asset identification not be clear within the Contract Documents, coordinate file naming with OC San.

4.1.2 <u>Video Recordings</u> – 3D color video recordings of the inspection must be made by Contractor, copies of which must be provided to OC San electronically in .MP4 or other HTML5 format compatible with OC San's Info360 Asset Software.

The video file must include a distortion-free virtual pan and tilt allowing the review of the asset from any angle throughout the extents of the manhole. The virtual pan and tilt must be able to view 360 degrees in any direction. The virtual pan and tilt that exhibit image distortion in any view will not be accepted.

- 4.1.3 <u>Photographs</u> All photographs must be provided in .JPG format or other HTML5 format compatible with OC San's Info360 Asset Software.
- 4.1.4 <u>Inspection Reports</u> The inspection report for each sewer pipeline segment must be in a NASSCO-MACP (Current Version) Certified software format and the inspection report electronic file must be provided to OC San in .PDF format.

4.1.5 <u>Database File</u> – Database file must be a NASSCO Certified Standard Exchange MACP (Current Version) Access Database in .MDB format compatible with OC San's Info360 Asset Software.

5.0 Contractor Requirements

Contractor must be qualified to perform the work as noted in these specifications, be able to communicate both verbally and in writing with OC San staff as well as with their crew and have a minimum of five years' experience in using NASSCO MACP inspection and coding. All CCTV operators must be NASSCO certified by passing the Manhole Assessment and Certification Program (MACP). The methodology of evaluation, data collection and reporting criteria used for the NASSCO certification must be practiced for all CCTV evaluations in this Contract.

All work and equipment utilized must conform to FED-OSHA and CAL-OSHA Title 8 requirements, including, but not limited to work performed in confined spaces and/or gas hazardous environments. The Contractor must maintain a minimum two-person crew at all times.

6.0 Safety and Health Requirements

Contractor and any Subcontractors must comply with all applicable provisions of OC San Safety Standards, Federal OSHA, California OSHA, and Local regulations, whichever is most stringent. Contractor must also comply with OC San's Contractor Safety Standards.

- 6.1 <u>Contractor Safety Orientation</u> Contractor must attend a Contractor Safety Orientation (CSO) meeting prior to the start of work. The CSO is a Sanitation District safety orientation conducted between OC San's Risk Management Division (safety and health) and Contractor. Contractor must participate in these meetings by providing work plans and other requested safety deliverables described below.
- 6.2 <u>Injury and Illness Prevention Program</u> Contractor must 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.
- 6.3 <u>Job Safety Analysis (JSA)</u> Contractor must prepare Job Safety Analysis (JSA) for work orders completed by Contractor. The JSA is a procedure where each basic step of the work order has identified hazards and recommended controls for the safest way to complete the work order. Where required, CSE must be coordinated with and approved by Risk Management prior to any entry being made.
- 6.4 <u>Training Records</u> Contractor must submit copies of its employee trainings records to Risk Management for retention.

7.0 Permits and Traffic Control

Contractor must prepare permit applications, submit permit applications, and acquire all permits required by Federal, State, County, and/or local authorities for all aspects of the work performed within their jurisdiction including, but not limited to traffic control and encroachment permits. Contractor must pay for all fees required by Federal,

State, County, and/or local laws, codes, and/or tariffs that pertain to work performed under the terms of this Contract. Contractor must pay for fees demanded for obtaining permits, including associated inspection fees and expenses of regulatory inspectors.

All traffic control must be in accordance with the latest Caltrans Manual on Uniform Traffic Control Devices (MUTCD). Additional local regulations must have precedence. Safe and adequate pedestrian, bicyclist and vehicular access must be provided in accordance with Section 600 of the Greenbook. Inadequate or improper signage and delineation for traffic control may be cause for cancellation of the Contract.

Contractor must remove all traffic control devices from the public right-of-way at the end of each workday. Multiple day traffic control setups must be avoided.

8.0 Work Hours and Noise Requirements

Typical work hours are identified as 7:00am to 4:30pm Monday through Thursday. However, this Contract may require Contractor to frequently work schedules outside of the normal OC San business hours. Night work is common for CCTV because of low flow conditions, more favorable traffic conditions, and permit requirements. Weekend work may sometimes be necessary. Therefore, Contractor's billing rate(s) must be applicable to all work hours.

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

9.0 Access

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

Where entry onto private property is required, notice must be provided to obtain permission to enter at least seventy-two (72) hours before commencing the work. Coordination must be made through the OC San Project Manager, and additional planning time may be necessary for both OC San and the Contractor when private property is involved. The OC San Project Manager must be notified at least seven (7) calendar days prior to the Contractor's anticipated work in the area. OC San's representative will assist with manhole access and make the necessary arrangements for entry onto private property. Any additional planning time or effort required by the Contractor must be provided at no additional cost to OC San

Some OC San facilities require working near a live railroad. If the worksite cannot be maintained to OC San's easement, a separate access permit would be needed from the railroad right-of-way owner.

For inspections at OC San's Plant No. 1 or Plant No. 2, coordination of sewer manhole inspections must be arranged through OC San's Project Manager. The Contractor must notify the Project Manager at least seven (7) calendar days in advance of the anticipated work. The Contractor is also required to provide the

proposed date(s) and time(s) of the work, along with the names of all staff members requiring access. OC San's Project Manager or representative will assist with manhole access and make the necessary arrangements for entry into secure plant areas.

10.0 Project Management and Meetings

Contractor is assigned a single point of contact for this Contract ("OC San Project Manager"). Any meetings and/or correspondence related to this Contract must be scheduled during typical work hours and approved by OC San Project Manager.

11.0 OC San Labor and Equipment

OC San equipment and labor, except for OC San's Project Manager or representative to monitor the work, must not be utilized at any time by Contractor.