

GENERAL SERVICES CONTRACT
Industrial Cleaning Services (Re-Bid)
Specification No. S-2025-660BD-R

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

RECITALS

WHEREAS, OC San desires to retain the services of Contractor for Industrial Cleaning Services ("Services") as described in Exhibit "A" attached hereto and incorporated herein by this reference; and

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

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

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

WHEREAS, on November 19, 2025, OC San's Board of Directors, by minute order, authorized execution of this Contract.

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

1. General.

- 1.1 This Contract and all exhibits hereto are made by OC San and Contractor.
- 1.2 The following exhibits, in order of precedence, are incorporated by reference and made part of this Contract.
 - Exhibit "A" – Scope of Work
 - Exhibit "B" – Proposal
 - Exhibit "C" – Determined Insurance Requirement Form
 - Exhibit "D" – Contractor Safety Standards
 - Exhibit "E" – Human Resources Policies
 - Exhibit "F" – Not Used
 - Exhibit "G" – Not Used
- 1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions in the Contract shall control and thereafter the provisions in the document highest in precedence shall be controlling.
- 1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of acquisition of the Services by OC San.

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

2. Scope of Work.

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

3. Contract Term.

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

4. Compensation.

- 4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed Three Million Five Hundred Twenty-One Thousand Six Hundred Twenty-Five Dollars (\$3,521,625.00.00).
- 4.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

5. Payments and Invoicing.

- 5.1 OC San shall pay itemized invoices for work completed in accordance with Exhibit "A" 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. California Department of Industrial Relations Registration and Record of Wages.

- 6.1 To the extent Contractor's employees and/or its subcontractors perform work related to this Contract, for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 6.2 The Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the DIR.
- 6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.
- 6.4 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 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 The Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.
- 6.5.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements

of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.

6.6 Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.

6.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or its subcontractor.

6.7 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

6.8 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.

6.9 Contractor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.

6.10 Pursuant to Labor Code sections 1860 and 3700, Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this contract, certifies that:

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

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

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

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

immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Contract.

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

latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting, or demolition of asbestos containing components or structures shall comply with the appropriate rules and regulations of SCAQMD.

24. California Air Resources Board Mobile Source Regulations.

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

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

25. California Voluntary Protection Program Annual Reporting Requirement.

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

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

26. Warranties. Not Used.

27. Dispute Resolution.

27.1 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.

27.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to Code of Civil Procedure, Part 3, Title 9, sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to Code of Civil Procedure section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

28. **Liquidated Damages.** Not Used.

29. **Remedies.** In addition to other remedies available in law or equity, if Contractor fails to make delivery of the goods and Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods and Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) “cover” by purchasing, or contracting to purchase, substitute goods and Services for those due from Contractor. In the event OC San elects to “cover” as described in (c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods and Services and the Contract price, together with any incidental or consequential damages.

30. **Force Majeure.** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected party shall use reasonable efforts to minimize the extent of the delay. Work affected by a force majeure condition may be rescheduled by mutual consent of the Parties.

31. **Termination.**

31.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) through the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost, or claim hereunder by Contractor other than for work performed through the date of termination.

31.2 OC San reserves the right to terminate this Contract immediately upon OC San’s determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Contract.

31.3 OC San may also immediately terminate this Contract for default, in whole or in part, by written notice to Contractor:

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

31.4 All OC San’s property in the possession or control of Contractor shall be returned by Contractor to OC San on demand or at the expiration or early termination of this Contract, whichever occurs first.

32. **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.

33. **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.
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. **Survival.** The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.
36. **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.
37. **Notices.**
- 37.1 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 given as provided hereunder shall be deemed to be receipt of the notice, demand, or request sent. All notices shall be effective when first received at the following addresses:
- | | |
|-------------|---|
| OC San: | Jeremey Arbiso
Senior Buyer
Orange County Sanitation District
18480 Bandilier Circle
Fountain Valley, CA 92708
jarbiso@ocsan.gov |
| Contractor: | Gene Glassburner
General Manager
Performance Pipeline Technologies,
Inc., dba Sanitation Systems
5292 System Drive
Huntington Beach, CA 92649
GGlassburner@Azuria.com |
- 37.2 Each party shall provide the other party written notice of any change in address as soon as practicable.
38. **Read and Understood.** By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.

39. **Authority to Execute.** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
40. **Entire Agreement.** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

Intentionally left blank. Signatures follow on the next page.

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
Ryan P. Gallagher
Chair, Board of Directors

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Kevin Work
Purchasing & Contracts Manager

**PERFORMANCE PIPELINE TECHNOLOGIES, INC., DBA
SANITATION SYSTEMS**

Dated: _____

By: _____

Print Name and Title of Officer

LDR

EXHIBIT A
SCOPE OF WORK
For
Industrial Cleaning Services (Re-Bid)

**SCOPE OF WORK
INDUSTRIAL CLEANING SERVICES (RE-BID)
SPECIFICATION NO. S-2025-660BD-R**

1. PURPOSE

This Scope of Work (SOW) outlines the industrial cleaning services including closed-circuit television (CCTV) inspections to be provided for Orange County Sanitation District (OC San) assets. The Contractor will perform the work in compliance with the specifications set forth in this SOW, as well as all OC San health, safety, and risk management requirements.

2. GENERAL

The Contractor will be tasked with the industrial cleaning of OC San assets such as the headworks, aeration basins, bar screens, grit chambers, primary clarifiers, chemical storage tanks, storm drains, air jumpers, wet wells, manholes, pipelines and other related assets.

2.1. Background

OC San is a public agency responsible for collecting, treating, and safely disposing of wastewater and its residuals for 2.5 million residents and businesses in the County of Orange. OC San operates 2 treatment plants: Plant No. 1 in the City of Fountain Valley, California and Plant No. 2 in the City of Huntington Beach, California. In addition to its treatment facilities, OC San operates and maintains over 475 miles of interceptor and trunk line gravity sewers, ranging from 15 to 120 inches in diameter and 15 remote pump stations, including 1 metering station located throughout its service area.

2.2. Location of Work

The work will be performed primarily at OC San's Plant No. 1 located at 10844 Ellis Avenue, Fountain Valley and Plant No. 2 located at 22212 Brookhurst Street, Huntington Beach. Some work may be required outside of the plants, within OC San's collections network, including at pump and metering stations.

2.3. Description of Work

- 2.3.1.** The Contractor will use its resources, including but not limited to dewatering, high-pressure jetting, and vacuuming to remove and clean debris, grease, fats, oil, roots, rags, grit, sludge, polymers, and other materials from each identified asset. This includes process structures, sumps, channels, and pipes, ensuring they are cleaned to OC San's satisfaction.
- 2.3.2.** As part of the dewatering operations associated with industrial cleaning, the Contractor is expected to provide appropriately sized pumps, along with suction and discharge hoses of sufficient length. In addition, the Contractor must supply supporting equipment, including a gear truck and hydraulic crane, necessary for the deployment and operation of the pumps.
- 2.3.3.** For certain industrial cleaning Work Orders, upon OC San's request, the Contractor is expected to provide the labor, material, and equipment for conducting CCTV inspections to support and verify its cleaning activities.

- 2.3.4.** The Contractor is responsible for decanting liquid and the disposal of all debris collected during the cleaning of Plant No. 1, Plant No. 2 and collections locations designated by OC San staff.
- 2.3.5.** OC San's drying beds shall be utilized by the Contractor as the primary location (unless the daily limit has been reached) to decant and unload material in the vacuum and hydraulic combination cleaning truck. OC San's drying beds will be utilized by the Contractor as a location to decant and unload material in the Vactor truck. In the event the drying beds cannot be used, the designated OC San representative will direct the Contractor to unload material at a nearby landfill. Drying bed maintenance requires the coordination among several OC San groups including Operations, Fleet, and Compliance staff. In order to facilitate communications with the related OC San groups and in accordance with the procedures above, the Contractor shall email a draft filled form (complete with the exception of approximate volume in cubic yards, the hazardous certification, and driver signature) to DBNotification@ocsan.gov at least 48 hours in advance so OC San staff can ensure that there are no conflicts with the requested delivery time. If the daily limit has been reached, the Contractor shall then take material off-site to an OC San approved landfill free from additional charge such as: Frank K. Bowerman Landfill-11002 Bee Canyon Access Rd, Irvine, CA, 92602; Prima Desecha Landfill-32250 Avenida La Pata, San Juan Capistrano, CA 92675; or Olinda Alpha Landfill- 1942 Valencia Ave, Brea, CA 92823
- 2.3.6.** The Contractor shall be responsible for the removal of debris from the pipeline and cleaning and/or re-cleaning the pipe wall to OC San's satisfaction, as proven by the CCTV video inspection. Liquids shall be decanted and drained back into the sewer. All sludge, dirt, sand, rocks, roots, grease, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from one manhole section to another manhole section, which may cause line stoppages, shall not be permitted. All debris removed from the sewer system plant process during work must be disposed of by the Contractor at the appropriate facility (see 2.3.5. above). Amounts and disposal dates shall be coordinated with the designated OC San representative.
- 2.3.7.** The Contractor shall agree to and abide by the terms in the OC San Sewer Debris Drying Bed Use Procedure see attachment Appendix A-1, OPS-SOP-15-003.

2.4. Equipment and Work Requirements

- 2.4.1.** The work shall be performed using, at a minimum, 12-yard combination vacuum and hydraulic industrial cleaning trucks. These trucks must be equipped with a jetting system that includes 1,000 feet of jetting hose and is capable of outputting 2,500 pounds per square inch of pressure at 80 gallons per minute. Trucks must include a 6-inch decant line. The combination industrial cleaning truck is preferred to be no more than 5 years old and powered by a clean diesel engine. The vacuum system should utilize a positive displacement blower, not a centrifugal compressor. Each combination truck must carry a minimum of 300 feet of ½-inch hose for cleaning floor drains and include a pump-off system.
- 2.4.2.** The Contractor shall provide all tools and appurtenances necessary to access and clean the designated area. This includes lifelines, self-contained breathing apparatus, rescue equipment, and any other equipment required to perform the work in accordance with all applicable health and safety regulations.

- 2.4.3.** All equipment and machinery used in the work shall be in good working conditions, free from leaks, and without defects that may compromise the quality of the work, the timeline for completion, or the safety of personnel involved. Equipment must comply with California Air Resources Board (CARB) Clean Diesel regulations and maintain company fleet compliance. The Contractor shall verify, prior to responding to any work scheduled by OC San, that all vehicles are free of any leaks and all seals are in proper working condition.
- 2.4.4.** The Contractor is expected to use suitable CCTV equipment to conduct video inspection of the process structures and pipelines (ranging from 4 to 110 inches) being cleaned. The objective of the CCTV inspection is to document and aid the cleaning process. For CCTV inspections, NASSCO PACP standards apply.
- 2.4.5.** A color video recording in mp4 format on a portable hard drive (HD) will be made of the CCTV inspection and submitted to the designated OC San representative. Each mp4 video file shall be labeled with the date, time, location, and a description of the overall Work Order being performed. The video shall also state the objective of the recording and provide a commentary on the key observation(s). Proper lighting must be kept during the inspection in such a manner that the entire pipeline being inspected is always visible during the inspection. The camera lens shall be kept clear of condensation and debris. Recorded footage showing excessive steam, inadequate lighting, excessive glare, or other poor image quality could result in rejection and non-payment by OC San. Recordings with excessive distortion or discoloration shall be rejected and subject to re-inspection of the rejected segment(s) at no additional charge to OC San.
- 2.4.6.** Crew and Equipment Availability: The Contractor shall be capable of providing cleaning services at 2 different work locations at the same time. In case of malfunction of 1 of the trucks originally dispatched to OC San, the Contractor shall be capable of providing an additional truck within 2 hours.
- 2.4.7.** Contractor shall provide a work plan for the prospective work, based on a description and scope of work that will be provided by the designated OC San representative. At a minimum, a work plan shall include the crew, tools, and equipment proposed as well as an estimate of the time required to complete the work. A work plan may include alternate approaches for OC San's consideration. For multiple day jobs, OC San may require the Contractor to attend a site consultation at no cost to OC San.
- 2.4.8.** The Contractor will not be compensated for time lost due to failure to provide the appropriate and functional equipment and tools necessary to complete the work, as specified by OC San when ordering the work. The Contractor's minimum available equipment, tools, and resources shall include, but are not limited to, suitably sized pumps, equipment to deploy and operate the pumps, flex hose, lateral hose, confined space entry equipment (including personal gas monitors), and a davit arm.
- 2.4.9.** The Contractor will not be paid for travel time in excess of one 1 hour per day (½ hour for mobilization and ½ hour for demobilization).
- 2.4.10.** OC San's equipment and labor should not be utilized at any time, except for the designated OC San representative to monitor the work and has approved the use of

the equipment (examples – crane, sump pump).

2.4.11. If needed, coordinate with the designated OC San representative to send written notifications to affected residents/businesses 72 hours before non-emergency work.

2.5. Training

All necessary personnel training, and records of such, related to the work shall be provided by the Contractor, and will be reviewed and accepted by the OC SAN Risk Management Division prior to the start of work. It is the responsibility of the Contractor to comply with all OC SAN Risk Management Division requirements and documentation needs.

2.6. Permit and Access

When necessary, the Contractor shall coordinate with the designated OC San representative to gain access to areas, such as easements and private property, to complete work. The Contractor shall provide information about the work plan and coordinate access with the designated OC San representative to successfully complete the Work Order.

2.7. Easement / Private Property

Where entry onto homeowner's property is required, notice must be given to obtain permission at least 72 hours prior to commencing work. Coordination shall be made through the designated OC San representative, and additional planning time for OC San and the Contractor may be needed when private property is involved. The designated OC San representative will assist with manhole access and make arrangements as necessary for entry onto private property. Additional planning time and effort shall be provided by the Contractor at no additional cost to OC San.

2.8. Spill Reporting and Handling

The Contractor shall immediately notify the designated OC San representative(s) of any sewage overflow or interruption/backup. The Contractor shall contain and control all sewage flows and potential overflows to protect nearby property and storm drainage systems where spills may occur. The OC San spill policy is outlined in Appendix A-2 "Sanitary Sewer Overflow Notification Procedures". The Contractor shall be responsible for paying any fines and/or penalties imposed upon OC San as a result of a sewage spill due to the Contractor's actions.

Appendix A-2, "Sanitary Sewer Overflow Notification Procedures", includes the telephone numbers of various agencies. Ultimately, if the Contractor is involved with a spill, it shall do the following:

2.8.1. First – The Contractor shall immediately notify the OC San Plant No. 1 Control Center at (714) 593-7025. OC San will then make the required notifications.

2.8.2. Second – The Contractor shall attempt to contain and control the spill, with pumping as needed, to isolate it from entry to any waterways, including catch basins and storm drains.

2.8.3. Third – The Contractor shall attempt to relieve the spill. Once the spill has been

contained, controlled, and relieved, the area must be cleaned to OC San's satisfaction.

- 2.8.4.** Last – The Contractor shall provide follow-up reports. Once a spill is reported to the OC San Control Center, OC San personnel will be dispatched for response.
- 2.8.5.** The Contractor shall be responsible for: any fines levied by others, reimbursement to OC San or others for 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 all costs incurred by OC San.
- 2.8.6.** The Contractor shall also notify OC San's Control Center immediately of any apparent non-Contractor related spills and/or any abnormal conditions.

2.9. Confined Space Entry and Safety

Some areas of work are defined as Title 8 Permit Required Confined Spaces. The Contractor's attention is directed to the General Industry Safety Orders of the State of California, Article 108, Confined Spaces, Section 5157 (Title 8 of California Code of Regulations, Sections 5167, 5157, 5158) and Exhibit "D" Contractor Safety Standards. The Contractor shall attend a safety meeting at OC San with the Risk Management Division, prior to the start of work, for the purpose of reviewing the Contractor's safety manuals, its knowledge of Title 8 and to discuss all safety aspects of the job. When so classified, manhole or structure entry shall be conducted in strict accordance with permit-required confined space entry regulations. The Contractor shall be responsible for supplying all necessary equipment to successfully and safely complete the work. Work shall be conducted in accordance with all Federal, State, and local laws and regulations.

2.10. OC San Monitoring

The Contractor shall obtain the signature of the designated OC San representative monitoring the work on a Daily Report for each day of work, confirming that the listed work has been satisfactorily completed. A copy of the signed Daily Report shall be submitted with the invoice for the work. Daily Report shall consist of:

- OC San Purchase Order number, Invoice number, and Work Order number
- The date of the service was performed (including all dates if work was performed on multiple days)
- Name of the OC San facility(-ies) where the work was performed (Plant No. 1, Plant No. 2, Pump Station(s), Sewer Line(s), etc.)
- Title of all equipment serviced
- Itemized breakdown of all charges in accordance with Exhibit "B", Proposal

2.11. General Work Hours

- 2.11.1.** Normal working hours are Monday through Thursday between 7:00 a.m. and 4:00 p.m. The only exceptions are if the sewage flow or diversion cannot be accommodated during those hours, or if authorities having jurisdiction (see 2.5. above) prohibit work during those hours. A full day of cleaning is defined as a minimum of 7 hours of onsite work time. A half-day of cleaning is considered at least 3 hours of onsite work unless the entire Work Order is completed in less than 3 hours.

2.11.2. The Contractor shall not incur weekend, holiday, or weekday work in excess of 8 hours, except when requested in writing by the designated OC San representative. Overtime work will be compensated for labor only, not equipment, and will be at the multiplier (1.5), based on the actual pay rate applied to the employee.

2.12. Noise Control

All equipment used during service should be muffled and maintained in good operating conditions. All internal combustion engine driven equipment shall be fitted with intake and exhaust mufflers that are in good condition. No air compressors or diesel engines will be permitted to operate between the hours of 5:00 PM and 7:00 AM, unless prior approval from the designated OC San representative and any authorities having jurisdiction over the area of work has been obtained.

2.13. House Keeping and Rubbish Control

The Contractor shall keep the worksite neat and in a clean condition, and free from any accumulation of rubbish and debris. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the worksite and shall establish regular intervals of collection and disposal of such materials and waste. Disposal of all rubbish and surplus materials shall be off the jobsite at the Contractor's expense, all in accordance with local, State, and Federal codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and the requirements of the Cal/OSHA Safety and Health Standards for Construction.

2.14. Invoicing

2.14.1. Invoices for each Daily Report shall be billed separately and shall be submitted within 3 weeks of completion of each Daily Report.

All invoices shall include the following:

- OC San Purchase Order number, Invoice number, and Work Order number
- The date of the service was performed (including all dates if work was performed on multiple days)
- Name of the OC San facility(-ies) where the work was performed (Plant No. 1, Plant No. 2, Pump Station(s), Sewer Line(s), etc.)
- Title of all equipment serviced
- Itemized breakdown of all charges in accordance with Exhibit "B", Proposal, including:
 - Labor hours per technician
 - Parts and materials: OC San reserves the right to request the Contractor to submit a copy of the material supplier's original receipt to be reimbursed for their purchases of materials per work order
 - Tax