

GENERAL SERVICES CONTRACT
Sewer Pipeline CCTV Inspection Services
Specification No. S-2023-1423BD – Primary Contract

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 Pro-Pipe, 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 Sewer Pipeline CCTV Inspection 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 February 28, 2024, 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 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
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 **Modifications to Scope of Work.** OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties.
- 2.3 **Familiarity with Work.** By executing this Contract, Contractor warrants that: (a) it has investigated the work to be performed; and (b) it understands the facilities, difficulties, and restrictions of the work under this Contract; Should Contractor discover any latent or unknown condition materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.
- 2.4 **Performance.** Time is of the essence in the performance of the provisions hereof.

3. **Contract Term.**

- 3.1 The term of this Contract shall be for one (1) year commencing on March 1, 2024 and continuing through February 28, 2025.
- 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 One Million Seventy-Six Thousand Three Hundred Seventy-Two Dollars and Fifty-Eight Cents (\$1,076,372.58).

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 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. **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, 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. **Insurance.** Contractor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit "C" – Determined Insurance Requirement Form. Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Contract.
12. **Bonds.** (Not Used)
13. **Indemnification and Hold Harmless Provision.** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Contractor's Services under this Contract, or by its subcontractor(s), or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Contractor shall indemnify, protect, defend, and hold harmless OC San, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person, or damage to property, or interference with the use of property arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process; or any patented or unpatented invention, article, or appliance furnished or used under the Contract, and/or (c) on account of any goods

and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless; or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent; or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Contract.

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

not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.

- 22. Environmental Compliance.** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to 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.** In addition to the warranties stated in Exhibit "A," the following shall apply:
- 24.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance of the work as complete by the OC San Project Manager or designee.
- 24.2 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work specified in Exhibit "A," OC San informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract, Contractor shall, within the time agreed to by OC San and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.
- 25. Dispute Resolution.**
- 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: Jeremey Arbiso
Senior Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708
jarbiso@ocsan.gov

Contractor: Jeff Kappler
President and CEO
Pro-Pipe, Inc.
47 Discovery, Suite 250
Irvine, CA 92618
jeff.kappler@nationalu.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: _____
Chad P. Wanke
Chair, Board of Directors

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Ruth Zintzun
Finance & Procurement Manager

PRO-PIPE, INC.

Dated: _____

By: _____

Print Name and Title of Officer

LL

Exhibit “A”

SCOPE OF WORK

**EXHIBIT A
SCOPE OF WORK
SEWER PIPELINE CCTV INSPECTION SERVICES
SPECIFICATION NO. S-2023- 1423BD**

1.0 Background and Purpose

Orange County Sanitation District (OC San) is a public agency responsible for collecting, treating, and safely disposing of wastewater and its residuals for 2.6 million residents and businesses in Orange County. OC San operates two (2) treatment plants: Plant 1 located in Fountain Valley and Plant 2 in Huntington Beach, California. In addition, OC San operates and maintains about 390 miles of sewer pipelines with 4,500 manholes and fifteen (15) pumping stations, all of which convey flows to the treatment plants. See Exhibit B for a map of OC San's service area.

OC San is seeking two (2) Contractors to perform routine National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) certified closed-circuit television (CCTV) inspections of its sewer pipelines and as-needed Lateral Assessment Certification Program (LACP) certified CCTV inspections of connecting sewer laterals.

2.0 General Description of the Work

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

- 2.1 Sewer Pipeline CCTV Inspection – Contractor shall furnish all labor, materials, equipment and incidentals necessary for the CCTV inspection of various lengths and sizes (8 to 120 inch in diameter) of sanitary sewers located throughout OC San's service area in accordance with NASSCO PACP standards and additional specifications detailed in this Scope of Work.
- 2.2 Sewer Lateral CCTV Inspection – Contractor shall furnish all labor, materials, equipment and incidentals necessary for the CCTV inspection of various lengths and sizes (4 to 6 inch in diameter) of sanitary sewer laterals located throughout OC San's service area in accordance with NASSCO LACP 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 General – CCTV inspection shall be done during low flow periods, unless otherwise directed by OC San. OC San will divert gravity flows, when possible. It is anticipated that most trunk line inspections will be performed at night. Sewers shall be assumed to be sufficiently clean for the camera to pass through the pipe. Sewers with excessive debris prohibiting the camera to successfully inspect the pipe section will be subject to a minimum call out fee as indicated on Exhibit B - Bidin order to reimburse the Contractor.

Contractor shall be capable of responding to OC San inspection requests within two (2) to five (5) business days wherever permits are not required. Frequent lengthy delays in responses may be cause for termination of the Contract. Contractor shall be able to respond within six (6) hours of any emergency request

for inspection.

OC San shall provide the Contractor the use of sewer atlas map(s), Excel spreadsheets, and/or geodatabase(s) showing the sewer pipes and manholes for CCTV inspection requests. Typical data includes pipe size, pipe material, pipe slope, manhole depth, manhole ID numbers, locations, and age of sewer.

3.2 Standard CCTV Inspection – All CCTV inspection work assigned to the Contractor shall be Standard CCTV Inspection unless Preliminary CCTV Inspection (see Section 3.3 below) is specifically requested by OC San.

3.2.1 Equipment – CCTV equipment shall include video cameras, a video monitor, cables, power sources, and all equipment necessary to perform a CCTV inspection per the Scope of Work. A backup camera shall be available onsite at all times.

The camera shall be specifically designed and constructed for the sanitary sewer and be operative in one hundred percent (100%) humidity conditions. CCTV inspections shall be performed using pan-tilt-zoom (PTZ) cameras capable of spanning a full 360-degrees circumference and 270-degrees on the horizontal access. Camera lens shall not be less than 140-degree viewing angle. Camera focal distance shall be remotely adjustable through a range from six (6) inches to infinity. Camera shall have a minimum zoom capability of 10x.

The camera and video monitor resolution shall be in 1080p high-definition TV format. The camera shall record at a rate of no less than thirty (30) frames per second (fps). Illumination sensitivity shall be 3 lux or less. The camera shall be equipped with a ring of low intensity lights around the camera to obtain maximum peripheral vision and prevent fogging within the line being inspected. Image quality shall not be comprised using the zoom, and image shall stay in focus at all times when using the zoom feature.

The video camera shall be mounted on a skid, floatable raft system, or transporter based on the conditions of the pipeline to be recorded. The camera assembly shall be furnished with emergency pull-back cables of sufficient strength for all returning situations. The radial view of the camera shall be solid-state color and have remote control of the rotational lens. The camera shall be capable of viewing the complete circumference of the pipe and manhole. Cameras using mirrors or exposed rotating heads are not acceptable.

Manual winches, power winches, TV cable powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios or other suitable means of communication, will be set up between the two (2) manholes of the section being inspected to ensure that adequate communications exist between the members of the crew. Contractor shall have camera cables, power cords, and ancillary equipment capable of recording reaches of up to 1,900 feet in one direction.

Contractor's Equipment must be free from defects and in sound working condition. Camera shall transfer data to video monitor via coaxial, Ethernet, fiber optic, or Cat 6 cable, without comprising video resolution quality once it reaches the monitor or if downloaded to a portable hard drive. The minimum camera video transmission rate shall be 4.7 Megabits per second (Mbps) and minimum audio rate shall be 128 Kilobits per second (Kbps). OC San reserves the right to inspect the equipment and may request improvements to the equipment condition if it is deemed necessary.

Contractor shall have available a main line launched lateral evaluation inspection system that shall perform the same functions as the Envirosight ROVER X SAT II system, Aries LETS System, Cues LAMP system, or approved equal.

- 3.2.2 General Procedure – The camera shall be lowered into the manhole and placed into the pipe. The camera cable shall be retracted to remove slack to ensure an accurate footage reading. The cable footage-counter shall be reset to the distance between the centerline of the manhole and the front lens of the camera. The camera shall move through the pipeline in a downstream direction, whenever possible, at a maximum uniform rate of thirty (30) feet per minute for all sewers. For PVC lined RCP sewers thirty-nine (39)-inch and above, the camera speed may be increased to fifty (50) feet per minute. The cable footage-counter shall measure the distance between each inspection segment from centerline to centerline. The counter shall be accurate to less than one percent (1%) error over the measured distance. Operator shall provide a 360-degree pan of all manholes including incoming laterals.

The operator shall pause the digital recording at any time there is a pause in the inspection and restart the digital video recording in the same digital file. The pause shall in no way affect, freeze, or interrupt the replay of the video and shall not close the video file during the inspection. Failure to pause the recording during delays will be cause for rejection.

The camera shall stop to document the typical pipe condition and at all significant observations (NASSCO PACP/LACP graded 3 or higher) to ensure a clear and focused view of the pipe condition. The zoom camera feature may be required for a clear view of significant observations. Each observation shall be noted with a voice recording, with the exception of ongoing conditions such as hairline cracks and hair roots at most joints in which case a general observation shall be documented. The audio description can be made on a real time basis or in a computer-generated voice over manner after the video image is recorded, but regardless all audio descriptions shall be clear, complete, and distinct. Digital photographs shall be recorded as JPEG images. A minimum of two (2) photographs shall be taken for significant observations; one with a perspective view and one with a close-up view. JPEG numbering shall be directed by OC San.

During inspection, lighting intensity shall be adjusted to minimize reflective glare and to avoid any dark or shadowy regions appearing in the video recording. Lighting and picture quality shall be adjusted to provide a clear, in-focus picture of the entire periphery of the pipeline for a minimum

distance of six (6) feet and for all conditions encountered. Recordings with excessive distortion or discoloration shall be rejected and subject to re-inspection of the rejected segment(s).

Additionally, camera lens shall be kept clear of condensation and debris. Recorded footage showing excessive steam, inadequate lighting, excessive glare or other poor image quality will be cause for rejection at no additional cost to OC San.

Should the Contractor inspect more than one (1) reach in a single run, the distance measuring counter shall be reset to zero (0) at all intermediate manholes.

In the event that the CCTV camera encounters broken pipe, etc., and there is a possibility that continuation of the inspection could cause the camera to become stuck or result in additional pipe damage or collapse, it is the responsibility of the Contractor to abandon the inspection. The Contractor will need to notify the OC San Project Manager or representative as to the condition of the pipe and/or any abnormal conditions.

If during the CCTV inspection the camera is inside the sewer and cannot be retrieved, the Contractor shall not excavate the pipe to retrieve it. Contractor shall inform the OC San Project Manager or designee immediately for retrieval plan approval, but it is the Contractor's responsibility to remove the camera and ensure that the sewer is not damaged.

3.2.3 Flow Control – The Contractor shall conduct CCTV assessments with minimal flow present within the sewer pipeline. Depth of flow during CCTV assessments shall not exceed:

- Pipes 4 inches to 24 inches: 25 percent of the pipe diameter
- Pipes 27 inches and larger: 33 percent of the pipe diameter

Flow control methods may be required if existing flow depths exceed maximums. Flow control methods shall be coordinated with the OC San Project Manager or representative and may include:

- Performance of assessment during low-flow conditions
- Temporary line plugging
- Flow diversion
- Other Contractor recommendations as accepted by OC San

3.2.4 Reverse Setup – If during the inspection, the television camera cannot pass through the entire manhole section (obstruction, etc.), the Contractor will again set up equipment in a manner so that the inspection can be performed from the opposite manhole. The Contractor shall be paid at the unit price per reverse setup as indicated on the Exhibit B - Bid.

If the camera again fails to pass through the entire section, the Contractor shall notify OC San Project Manager or representative(s) immediately for further instructions.

3.2.5 Spill Reporting and Handling – In the event of any Contractor related overflow or interruption/ backup of customer service, the Contractor shall immediately notify OC San Control Center at (714) 593-7025. Contractor shall 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, the Contractor shall clean the area to OC San’s satisfaction. Workshops with Contractor’s may be provided by OC San regarding containment methods at the 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 affected agencies, entity or individuals as of a result of Contractor’s work. This is in addition to any and all costs incurred by the affected agencies, entity or individuals.

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

3.2.6 Emergency Reporting – If during the CCTV inspection, the Contractor encounters a condition where public safety is threatened (such as, but not limited to, a pipe hole, pipe collapse, stoppage, blockage, and/or eminent sewer spill) the Contractor shall immediately notify the OC San Control Center at (714) 593-7025.

3.2.7 Manhole Sealant – Contractor shall reseal all previously sealed manholes with duct seal Cal Pico #CD-5, or equal as approved by OC San, within 24 hours after work is completed. Contractor shall furnish the sealing material. Work area around the manhole shall be swept clean of all debris.

3.3 Preliminary CCTV Inspection – For an accurate assessment of a sewer it should be inspected in its natural working condition. This method of inspection is to inspect the pipeline before cleaning to get a general idea of the condition of the pipe.

For a preliminary CCTV inspection only the most significant observations (i.e. NASSCO PACP/LACP graded 4 and/or 5 defects) shall be noted. In the event a blockage is encountered, a reverse setup shall be attempted. Flow control may apply. Camera speed may be increased to a maximum fifty (50) feet per minute.

4.0 Deliverables

CCTV inspection package(s) shall be delivered to OC San within fourteen (14) calendar days of completing the CCTV inspections in the field. Frequent delays in deliverables may be cause for termination of the Contract.

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

Contractor shall review CCTV inspection package(s) and correct any errors, especially defect coding accuracy and any discrepancies, prior to submittal to OC San. Contractor shall 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 shall result in the return of the inspection submittal to the Contractor for correction before payments shall be processed. Frequent returns for correction may be cause for termination of the Contract.

CCTV inspection package deliverables shall be made as specified herein and include the following:

4.1 Electronic Files – Contractor shall provide the following files to OC San for each sewer pipeline CCTV inspection request:

- Updated CCTV inspection request Excel spreadsheet with inspection lengths, inspection dates, and general notes (i.e. MSA due to OBZ)
- Color video recordings in .WMV format (preferred) with all NASSCO PACP/LACP graded observations
- Photographs in .JPG format of typical pipe condition and all significant observations (NASSCO PACP/LACP graded 3 or higher)
- Inspection reports in .PDF format with all NASSCO PACP/LACP graded observations
- One (1) database file in .MDB format with all NASSCO PACP/LACP graded observations for all sewer pipelines inspected in the given CCTV inspection request

4.1.1 File Naming Conventions – Sewer pipe media file naming conventions shall be as follows:

- First character string is the downstream asset identifier.
- Second character string is upstream asset identifier.
- Third character string is year, month, and day.
- Fourth character string is time in military format.
- Fifth character string is the unique video identification number.
- File naming examples:

XXX#####-#####_XXX#####-#####_YYYYMMDD_HHMM_#####.X
NHP0130-0000_NHP0135-0000_20190819_022338_000052.wmv

Should asset identification not be clear within the Scope of Work, coordinate file naming with OC San.

4.1.2 Video Recordings – Each video size shall not exceed 1.5 gigabytes (GB) when uploaded. The audio description can be made on a real time basis or in a computer-generated voice over manner after the video image is recorded, but regardless all audio descriptions shall be clear, complete, and distinct.

A vocal description shall be recorded at the beginning of each inspection while the “Initial Screen Text” is displayed. A voice recording shall also be performed during each observation and at the conclusion of each inspection. Poor quality audio including: skipping, unintelligible reporting, inappropriate language or idle chatter are not acceptable and shall be grounds for rejection. If rejected, the non-conforming inspection(s) shall be corrected to comply, at no additional cost to OC San.

Color video recordings of the data on the television monitor shall be made by the Contractor, copies of which shall be provided to OC San electronically in .WMV format, or upon request by OC San delivered via a portable hard drive. Portable hard drives shall be new, previously unused units. Mechanisms for preventing accidental erasure from the medium shall be in place before submittal. Title to the portable hard drive shall remain with OC San. The Contractor shall have all recordings and necessary playback equipment readily accessible for review by OC San's Project Manager or representative during the term of the Contract.

4.1.2.1 Initial Screen Text – The initial screen text/ display must take place while the camera is not in motion. Each pipe segment (manhole to manhole) shall be identified with an initial screen text and voice recording and shall include the following as directed by OC San:

- OC San
- Work Order followed by its associated number
- Date
- Time
- Weather
- Contractor name
- Contractor operator name(s) and PACP certificate number
- Street/location name
- Start manhole number
- End manhole number
- Direction of survey (downstream/with flow or upstream/against flow)
- Pipe diameter – as specified on plans
- Pipe material(s) – as specified on plans
- Pipe liner material – if applicable
- Pipe footage – as specified on plans

4.1.2.2 Running Screen Text – During the CCTV inspection, the running screen shall show the running footage (distance traveled) and the following text information at the top of the screen:

- Start manhole number
- End manhole number
- Direction of survey (downstream/with flow or upstream/against flow)
- Pipe diameter – as specified on plans
- Pipe material(s) – as specified on plans
- Pipe liner material – if applicable

The following text information shall be shown at the bottom of the screen:

- Date
- Time
- Current inspection footage

4.1.2.3 Observation Screen Text – The video shall display the same information as the running screen with the addition of the following information on the screen when an observation is recorded. For example, in the top section of the screen display: “RBC – Roots ball connection, at 10 o’clock, within 8-inch: YES”

4.1.2.4 Ending Screen Text – At the end of each pipe segment, an ending screen text and voice recording shall include the following:

- “End of segment inspection”
- Condition that prevented complete inspection, if applicable

The OC San Project Manager or representative shall review and approve the screen layout prior to the first inspection on this contract. The display on the screen shall be temporarily moved or turned off as required to obtain the highest quality documentation on the pipeline defects.

4.1.3 Photographs – All photographs shall be provided in .JPG format at a resolution not to exceed eight (8) megapixels.

4.1.4 Inspection Reports – The inspection report for each sewer pipeline segments shall be in a NASSCO-PACP (Current Version) Certified software format and inspection report electronic file shall be provided to OC San in .PDF format. The report shall be including all NASSCO PACP mandatory header fields as well as the following:

- Field 7 – OC San Purchase Order number
- Field 8 – OC San Work Order number
- Field 12 – Time
- Field 14 – Weather
- Field 18 – Purpose of Survey
- Field 28 – Location Code
- Field 29 – Location Details
- Field 35 – Lining Method
- Field 38 – Total Length
- Field 39 – Length Surveyed
- Inspection details of all PACP/LACP graded observations
- QSR, QMR, SPR, MPR, OPR, SPRI, MPRI, and OPRI
- Photograph of typical pipe condition
- Photograph(s) of all significant observations (NASSCO PACP/LACP graded 3 or higher)

4.1.5 Database File – Database file shall be a NASSCO Certified Standard Exchange PACP (Current Version) Access Database in .MDB format compatible with OC San’s Info360 Asset software.

5.0 Contractor Requirements

The Contractor’s supervisor(s) performing the work must be qualified to perform the work as noted in these specifications and have a minimum of five (5) years’ experience in videotaping sewer line inspections. All CCTV operators shall be NASSCO certified by passing the three (3) -day Pipeline Assessment and Certification Program (PACP). The

methodology of evaluation, data collection and reporting criteria used for the NASSCO certification shall be practiced for all CCTV evaluations in this Contract.

The Contractor's supervisor(s) must be able to communicate both verbally and in writing with OC San staff as well as with their crew. The Contractor's supervisor must demonstrate the capability to read, interpret, and understand the Safety / OSHA requirements, OC San's plans, drawings, and specifications as necessary. All work and equipment utilized shall 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. Contractor shall provide a minimum of a two-person crew at all times.

6.0 Permits and Traffic Control

Contractor shall prepare permit applications, submit permit applications, and acquire all permits required by Federal, State, County, and/or City for all aspects of the work performed within their jurisdiction including but not limited to traffic control and encroachment permits. Any and 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 shall be paid by the Contractor. Fees demanded for obtaining permits, including associated inspection fees and expenses of regulatory body inspectors shall be paid by the Contractor.

All traffic control shall be in accordance with the latest Caltrans Manual on Uniform Traffic Control Devices (MUTCD). Additional local regulations shall have precedence. Safe and adequate pedestrian, bicyclist and vehicular access shall be provided in accordance with Section 600 of the Standard Specifications for Public Works Construction (The "Greenbook"), 2021 Edition. Inadequate or improper signage and delineation for traffic control may be cause for the termination of the Contract.

7.0 Work Hours and Noise Requirements

Typical work hours are identified as 7:00am to 4:30pm Monday through Thursday. However, this contract may require the 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, and weekend hours are also sometimes necessary. Therefore, the Contractor's billing rate(s) shall be applicable to all work hours.

With permit requirements, the 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 shall not exceed fifty (50) decibels (dBA) measured at any residential property. As required, OC San shall provide notifications to the public for night work.

8.0 Access

OC San's easement areas are typically access restricted with locked gates. Additionally, some of OC San's manhole cover bolts required specialized tools in order to be removed for access. Contractor shall coordinate with the OC San Project Manager or representative 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 must be made onto private property, notice shall be given for permission to enter property at least seventy-two (72) hours prior to commencing the work. Coordination shall be made through the OC San Project Manager or representative and additional planning time for OC San and the Contractor may be needed when private property is

involved. OC San's Project Manager shall be notified at least seven (7) calendar days prior to the Contractor's anticipated work in the area. OC San's representative will provide assistance with manhole access and make arrangements as needed for entry onto private property. Additional planning time and effort shall be provided by the Contractor 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 within OC San's Plant No. 1 or Plant No. 2, coordination of sewer manhole inspection will be made through OC San's Project Manager who shall be notified at least seven (7) calendar days prior to the Contractor's anticipated work in the area. The Contractor shall provide the proposed date(s) and time(s) of the anticipated work in the area as well as the names of all staff requiring access to OC San's Project Manager. OC San's Project Manager or representative shall provide assistance with manhole access and make arrangements as needed for entry into secure plant areas.

9.0 Safety and Confined Space Procedure

Contractor shall attend a safety meeting with OC San's Risk Management-Safety Division to discuss all safety aspects of the work prior to starting any work.

Manhole entry shall be coordinated with and approved by OC San's Risk Management-Safety Division prior to any entry being made. The applicable regulations include compliance with State and Federal OSHA requirements and OC San's Contractor Safety Standards. If confined space entry is required, the Contractor shall submit the required documentation for OC San to perform a Confined Space Job Hazard Analysis (JHA) per Section M of the Contractor Safety Standards, see Exhibit D.

10.0 OC San Labor and Equipment

The Contractor shall be assigned a single point of contact for this Contract ("OC San Project Manager"). Any meetings and/or correspondence related to this Contract shall be scheduled and approved by the OC San Project Manager or representative. OC San equipment and labor, except for OC San's Project Manager or representative to monitor the work, shall not be utilized at any time by the Contractor.

11.0 Contract Period and Pricing

The initial term of this Contract shall be for the period of one year, with the option of up to four (4) one-year renewals with the mutual consent of OC San and the Contractor. Contract unit pricing shall be confirmed or requested to be amended by the Contractor prior to OC San issuing a renewal.