

December 20, 2021

Orange County Sanitation District
Attn: Brandon Garcia
Via email: Construction@ocsan.gov

**RE: Award Protest Filing; OC SAN Project No. FR2-0018
Activated Sludge Clarifier Repairs at P2**

Dear Mr. Garcia:

JR Filanc Construction Company, Inc (Filanc) submits this notice of award protest and requests that OC SAN rescind its recommendation of award to W.M. Lyles (Lyles) as the lowest responsive, responsible bidder on the **FR2-0018 Activated Sludge Clarifier Repairs at Plant No. 2** Project. Lyles' bid is substantially non compliant with the instructions to bidders, and therefore should be rejected. As the second low bidder on the Project, OC SAN should recommend that Filanc be awarded the contract.

As set forth below, Lyles' bid must be rejected by Orange County Sanitation District (OC SAN) because it failed to substantially and materially comply with the bid requirements stated in the contract documents. In addition, W.M. Lyles' failure to comply with the bid requirements gave them an unfair advantage in the bidding competition, and jeopardizes the public interest in fair public contracting and best value projects. Filanc requests that OC SAN reconsider its recommendation to award the contract to Lyles, reject Lyles' bid, and recommend award of this Contract to Filanc, the lowest compliant bidder on the Project. Filanc requests that OC SAN promptly notify all bidders that it intends to award the contract to Filanc as the apparent low bidder for the Project.

Lyles' Bid is not Substantially Compliant with the Bidding Requirements

"A bid is responsive if it promises to do what the bidding instructions require." *MCM Construction, inc v. City and County of San Francisco (1988) 66 Cal.App.4th 359, 368*. A bid is nonresponsive if it does not conform to the public agency's specifications for the contract. *Bay Cities Paving & Grading, Inc. v. City of San Leandro (2014) 223 Cal.App.4th 1181, 1188*. Lyles' bid failed to comply with the instructions to bidders on two counts.

1. Lyles' bid failed to provide a complete BF-4 (G) Attachment C, Baseline Bid Schedule (bar chart) and Baseline Narrative Bid Workplan (continued).

This failure by Lyles is far more glaring than the ICA Verification mentioned below. Lyles has ignored a major element of the bid package in a clear breach of very important bid requirements. OC SAN requires this schedule and workplan to be submitted to allow them to "...review the Baseline Construction Bid Schedule and Baseline Narrative Bid Work Plan as part of the Bid evaluation process to ensure compliance with requirements..." This allows the Owner to conduct a post bid review to gain a proper perspective on each bidders' intentions during the work, including whether the Bidder has certified that he will execute work on mandated locations, sequences, and related items to ensure continued operability of the plant as work progresses. The section further states that a defect (negative float) in the baseline narrative shall deem a bidder non responsive. As Lyles has not even attempted to submit a baseline narrative, their bid is completely non compliant and should be rejected.

In not submitting the baseline and narrative, Lyles has not certified that they will comply with and be bound by the stringent constraints on sequence and scheduling of work as required by Section 1.12 and 1.13 of the bid documents. [See Section 01110, 01120 and 01140 of the bid set documents.] Section 01120, 1.12 requires the Contractor to follow a specific sequence of work on the Clarifiers. Section 01140, 1.13 requires the "Contractor to work on one clarifier at a time until they are fully tested, certified, and completed...[and]...allow for two weeks between end of testing and start of next clarifier so OCSD has a chance to put new clarifier in service and drain next clarifier."

The contractor's cost of general conditions is directly related to the length of the project. A contractor not bound by the sequence and restraints outlined in the specifications referenced above would be capable of completing the project on an expedited schedule and would be at a significant competitive advantage. By demanding that each bidding contractor specifically demonstrate their understanding and compliance with the project constraints through the inclusion of a baseline schedule and narrative, OC SAN emphasized this issue as a point of particular concern. Lyles' failure to submit this information constitutes a substantial breach of the bid requirements, and material non-compliance with the specifications.

2. Lyles' bid failed to include the IRAN Contracting Act Verification

Addendum No.2 modified the BID SUBMITTAL FORMS and required all bidders to submit a signed Iran Contracting Act Verification. Lyles did not provide this certification.

OC SAN should not waive Lyles' failures to substantially comply with the bid documents and instruction to bidders for two important reasons. First, Lyles' non-compliance could have resulted in Lyles successfully requesting relief from bid. Second, Lyles' non-compliance offered an unfair advantage against other bidders. A bid defect (technical noncompliance) cannot be tolerated by a Public Agency if it affords a bidder an advantage or benefit not afforded to the other bidders or if the bid defect could have formed the basis for relief from bid by the apparent low bidder. *Valley Crest Landscape, Inc. v. City of Davis (1996) 41 Cal.App.4th 1432*. In addition, Lyles recently completed project No. MP-248, wherein the other 6 of 12 clarifiers in this area of the existing treatment plant were rehabilitated with a substantially similar scope of work. Lyles certainly was aware of the requirements, and yet elected to avoid them in submitting its bid.

Importantly, Filanc fully complied with every instruction to bidders and other requirements stated in the bid documents. Filanc and other bidders incurred **substantial time and expense** in generating the baseline and narrative as required by the bid documents. Lyles avoided this effort and expense, thus preventing a "free and open competition" for this contract which explicitly requires that all bidders comply with the same set of instructions and requirements as stated in the bid documents. Filanc,

and the other bidders, have been denied the opportunity to compete fairly with Lyles where Lyles' non compliance with the bid requirements was initially tolerated, and Lyles was able to avoid incurring effort and cost in generating and providing the required documents at bid time. OC SAN has an opportunity to rectify this situation by rejecting Lyles' bid, and recommending award to Filanc. The affected parties in this scenario are Filanc and WM Lyles, as they are the only parties with a stake in the outcome of this protest.

We appreciate the opportunity to discuss this matter further with OC SAN.

Sincerely,



David J. Kiess
Vice President
J.R. Filanc Construction

Attachments: [Bid Submittal Form BF-4 (G), Attachment C]
[Addendum No.2 Bid Submittal Form BF-15]
[Specification Section 01120]
[Specification Section 01140]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this _____
day of December 20, 2021, by David J. Kiess

_____ ,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature *A. Iglesias*

Bid Submitted By: _____
(Name of Firm)

ATTACHMENT C
BF-4 (G) BASELINE CONSTRUCTION BID SCHEDULE (BAR CHART) AND
BASELINE NARRATIVE BID WORK PLAN (Continued)

1. The Baseline Construction Bid Schedule (Bar Chart) shall begin with the Notice to Proceed date and conclude with the Contract completion date, and shall not exceed the maximum number of days shown in the Contract.

Yes No

2. The Baseline Construction Bid Schedule (Bar Chart) shall include but not be limited to the following activities as applicable: submittals, procurement, mobilization, work tasks, weather allowance, closeout and milestones for Substantial Completion and Final Completion of the Work.

Yes No

3. Each activity shall be shown separately on the Baseline Construction Bid Schedule.

Yes No

4. The Baseline Construction Bid Schedule (Bar Chart) shall allocate a minimum of twenty five (25) calendar days for OC SAN submittal review.

Yes No

- A. The Baseline Narrative Bid Work Plan shall describe in words the key elements illustrated in the Baseline Construction Bid Schedule and the requirements cited in this attachment.

Yes No

OC SAN will review the Baseline Construction Bid Schedule (Bar Chart) and Baseline Narrative Bid Work Plan as part of the Bid evaluation process to ensure compliance with requirements specified in this Attachment D. A Baseline Construction Bid Schedule (Bar Chart) showing negative float shall not be accepted by OC SAN and shall deem Bidder Non-Responsive to the requirements of this IFB. The Baseline Construction Bid Schedule (Bar Chart) submittal shall not relieve the successful contractor from schedule requirements as specified in the Contract Documents after the Contract has been awarded.

Bid Submitted By: _____
(Name of Firm)

BF-15 IRAN CONTRACTING ACT VERIFICATION

To comply with the Iran Contracting Act of 2010 (Public Contract Code sections 2200-2208) requirement, complete one of the options below.

Option 1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the entity identified below and (a) the entity identified below is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (DGS) and (b) is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/contractor, for 45 days or more, if that other person/contractor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Contractor/Financial Institution (Printed) Federal ID Number

By (Authorized Signature) Date

Printed Name and Title of Person Signing

Option 2 – Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on or enter into or renew a contract for goods and services.

If the entity listed below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, complete the information below and attach documentation demonstrating the exemption approval.

Contractor/Financial Institution (Printed) Federal ID Number

By (Authorized Signature) Date

Printed Name and Title of Person Signing

Section 01120

WORK SEQUENCE

PART 1 - GENERAL

1.1 SUMMARY

- A. This section specifies a Work sequence and the requirements for meeting work restrictions, requirements, and limitations.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. The requirements of the following sections and divisions apply to the Work of this section. Other sections and divisions of the Specifications, not referenced below, shall also apply to the extent required for proper performance of the Work.

1. Section 01110, Summary of Work
2. Section 01140, Work Restrictions
3. Section 01300, Contractor's Construction Schedule and Reports
4. Section 15710, Chain and Flight Clarifier Equipment

1.3 REFERENCE CODES, REGULATIONS, AND STANDARDS (NOT USED)

1.4 DEFINITIONS

1. Phase: A grouping of work that is sufficient to construct and test all applicable Project Elements in the suggested work sequence as presented in the Contract Documents. The work grouping is restricted as noted in Specification Section 01140, Work Restrictions.
- B. Milestone. A milestone is a period of time during which the work specified must be completed within in accordance with Section 01300 - Contractor's Construction Schedule and Reports.

1.5 SUBMITTALS

- A. Submittals shall be made in accordance with the General Requirements.
- B. The CONTRACTOR shall submit as part of its Baseline Schedule and Updated Schedule any alternate Work sequence(s) that deviate from the sequence specified herein to the ENGINEER for review and acceptance. The Work sequence shall include activities which meet all the requirements and Work restrictions, including handling of sewage and schedule constraints. The proposed modified sequence shall explicitly state that the Work sequence specified is not being used.
- C. The CONTRACTOR's Baseline Schedule, as specified in Specification Section 01300, Contractor's Construction Schedule and Reports, shall address the detailed implementation steps necessary to accomplish the Work specified in the Contract Documents. All Work which requires coordination with the ENGINEER and/or

shutdown of any existing component or system whether specifically identified in this Specification section or not, and in accordance with Specification Section 01140 - Work Restrictions shall be a standalone activity presented in the Construction Schedule. The Work sequence presented in the Construction Schedule shall include, but be not limited to, the following sequencing information:

1. A summary sequence of work depicting the order and timing of effort at all facilities necessary to deliver the Work. Sequencing shown shall include key activities necessary for removal from service, repair, installation, testing and return to service for all Project Elements.
2. Date, time, duration, and exact location at which activity is to begin.

1.6 QUALITY ASSURANCE (NOT USED)

1.7 DELIVERY, HANDLING, AND STORAGE (NOT USED)

1.8 SITE CONDITIONS (NOT USED)

1.9 WARRANTY

- A. CONTRACTOR shall provide warranties as specified to the ENGINEER for each clarifier.

1.10 CONTINUITY OF SYSTEM OPERATIONS

- A. Refer to Section 01140, Work Restrictions.

1.11 REQUIREMENTS OF WORK SEQUENCE

- A. The Work sequence described in the Contract Documents is presented to make the CONTRACTOR aware of certain requirements which are necessary to maintain OCSD operations.
- B. It is the CONTRACTOR's responsibility to fully schedule and coordinate the Work. The CONTRACTOR shall arrange a meeting to discuss the details and sequencing strategy of the schedule.
- C. Sequencing constraints that shall be considered and incorporated by the CONTRACTOR while developing the Work sequence are described in Specification section 01140, Work Restrictions.
- D. The ENGINEER will notify the CONTRACTOR of any operational or other OCSD changes that might affect subsequent Phases, prior to the start of the next Phase.
- E. The CONTRACTOR shall request acceptance by the ENGINEER of any changes that are planned to the sequence or scheduling of Work for subsequent Phases twenty-one (21) Days prior to the start of the next Phase. The changes shall be measured against the latest version of the Construction Schedule that has been accepted by OCSD at the time.
- F. All work shall be sequenced and staged to minimize the impacts to plant operation, impact on other construction projects, and as directed.

1.12 WORK SEQUENCE

A. The Work sequence indicated below shall be followed unless otherwise directed by the ENGINEER. See Specification Section 01140, Work Restrictions for additional requirements. OCSD reserves the right to resequence the work.

1. Clarifier A
2. Clarifier B
3. Clarifier E
4. Clarifier H
5. Clarifier I
6. Clarifier K

1.13 WORK NOT SUBJECT TO SEQUENCING (NOT USED)

1.14 SEQUENCE OF WORK LIMITATIONS

A. The CONTRACTOR shall phase Work as shown and in a manner that does not exceed the limitations noted in Specification section 01140 - Work Restrictions. Work not specifically listed herein shall be sequenced in a logical order and shown in the CONTRACTOR's Construction Schedule as accepted by the ENGINEER.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 DEMONSTRATION

A. The CONTRACTOR shall integrate testing requirements described in Specification Section 01810, Section 15710, and Division 16 and 17 into the Work sequence.

* * * * *

Section 01140

WORK RESTRICTIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section specifies constraints for completing the Work, CONTRACTOR's use of the Project site, other Work restrictions, and coordination between construction activities and Plant No. 2 operation.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. The requirements of the following sections and divisions apply to the Work of this section. Other sections and divisions of the Specifications, not referenced below, will also apply to the extent required for proper performance of this Work.
 - 1. Section 01110, Summary of Work
 - 2. Section 01120, Work Sequence
 - 3. Section 15710, Chain and Flight Clarifier Equipment

1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS (NOT USED)

1.4 DEFINITIONS

- A. Facility Cleaning Requirements: The CONTRACTOR activities and effort necessary to drain facilities, clean facilities, properly dispose of any solids, trash, or debris, and manage nuisance flows during the Work, after receiving a Facility Out of Service notification from the ENGINEER.
- B. Wet Season: Starting October 16th and ending April 14th of the following calendar year.
- C. Dry Season: Starting April 15th and ending October 15th of the same calendar year.

1.5 SUBMITTALS (NOT USED)

1.6 QUALITY ASSURANCE (NOT USED)

1.7 DELIVERY, HANDLING, AND STORAGE (NOT USED)

1.8 SITE CONDITIONS (NOT USED)

1.9 WARRANTY (NOT USED)

1.10 CONCURRENT WORK NEAR THE PROJECT

- A. CONTRACTOR shall be aware of on-going work near the area of this Project performed by others under separate contracts. See project Section 01110, Summary of Work.
- B. The CONTRACTOR shall coordinate with the listed projects and obtain dates of any shutdown of treatment processes on those projects which could affect the Work.

1.11 CONTRACTOR'S USE OF PROJECT SITE

- A. CONTRACTOR shall do the following:
 - 1. Assume full responsibility for protection and safekeeping of products and materials stored on and off the Project site.

2. Conduct all operations such that they do not interfere with OCSD operations or other onsite contractors. Move stored products that interfere with the operation of OCSD or other on-site contractors.
3. Provide all tools, ladders, cranes, hoists, lifting equipment, other equipment and incidentals required for the Work.
4. Ensure that all facilities and utilities are in good working condition for use by OCSD personnel at all times unless an advance notification for plant shutdown is authorized by the ENGINEER in writing and is performed as specified in the General Requirements.
5. Obtain off-site access rights and permits. Conform to Document 2, Part H, Reference Documents. See sample permit from Project MP-248 in Document 1 of Part H, Additional Contract Requirements and Reference Documents. OCSD will reimburse County permit fees that are documented in writing.

B. Limits on CONTRACTOR's use of site shall be:

1. CONTRACTOR shall be restricted to the construction work areas (designated Work Area in Part F) and the staging areas shown on the Plans (Part F) or as otherwise designated by ENGINEER.

1.12 SEASONAL WORK RESTRICTIONS

1. Not used.

1.13 GENERAL CONSTRAINTS ON SEQUENCE AND SCHEDULING OF WORK

- A. The CONTRACTOR shall start in the west side of the activated sludge plant. See sequence in Section 01120, Work Sequence. OCSD reserves the right to change the sequence the work at its discretion without incurring additional cost. The CONTRACTOR shall work on one clarifier at a time until they are fully tested, certified, and completed. OCSD will provide written notification to move onto the next clarifier. Allow for two weeks between end of testing and start of next clarifier so OCSD has a chance to put new clarifier in service and drain next clarifier.
- B. There will be times that there will not be process water to fill the clarifiers and put them back into service for testing. This could happen when the piping is out of service under a separate project. In this case the CONTRACTOR shall use plant water to fill the clarifiers for testing. The CONTRACTOR shall convey plant water to the clarifiers from a nearby source. This filling process will take about 2 days.
- C. CONTRACTOR shall provide all material and labor to make temporary arrangements as required for performance of the Work.
- D. Include costs for compliance with the specific sequencing limitations and constraints.
- E. Upon facility shutdown, the CONTRACTOR shall clean the facility in order to perform the Work in conformance with the Contract Documents. Facility Cleaning Requirements include all labor, equipment and materials necessary to clean the Work area so that the Work can be performed per technical requirements and per Contractor Safety Standards. Facility Cleaning Requirements include:
 1. Residual draining of water. The ENGINEER will direct the CONTRACTOR where residual water flow can be discharged near the Work. The CONTRACTOR shall coordinate with the ENGINEER for discharge locations for each Clarifier.
 2. Residual solids cleanup. The ENGINEER will provide plant water connect points near the facility for cleaning water. The ENGINEER will direct the CONTRACTOR where residual water and solids flow can be discharged near the facility. Any debris remaining after solids cleanup shall be hauled away for disposal at the proper receiving facilities. Cleaning waste will only be received on Mondays from 10:00 a.m. to 3:00

p.m. and on Tuesdays through Fridays from 9:00 a.m. to 3:00 p.m. Deliveries shall be scheduled only through the ENGINEER at least twenty-four (24) hours beforehand. A completed and signed Grit Dumping and Authorization Form shall be in possession of the driver upon arrival at Plant No. 2. Various training, protocol, and instructions shall be followed, as required by the OCSD Sewer Grit Disposal Procedure. CONTRACTOR shall not be charged for dumping of the Clarifier Structure waste provided this spec and the required procedures are followed. CONTRACTOR shall assume 2 cubic yards of trash and debris (up to 2,000 pounds) per Clarifier to be handled and disposed.

3. Management of nuisance flow or backflow of water or dewatering shall be considered part of Facility Cleaning Requirements.

- F. Staff Assistance. OCSD staff will only be available to support the CONTRACTOR's staff for LVT/LOTO, Testing, Inspection, and consultation during OCSD's normal working hours Monday through Friday. All inspection, witnessing milestones and witnessing of tests shall take place only during these times. No inspection or test witnessing or other coordination is available on OCSD Holidays or weekends.
- G. Load Limitations. No vehicles or equipment shall drive on or be placed on the aeration basin or above ground slabs or walkways around the clarifiers except by written approval. Small forklifts will be allowed if certain safety protocols are followed.
- H. Nuisance Flow. Management of nuisance flow or backflow of water or dewatering in the clarifiers shall be considered part of the Work. The CONTRACTOR shall assume management of nuisance flows of up to 200 gallons per minute (gpm) during the dry season. During the wet season this nuisance flow will increase to include rainfall and other infiltration and inflow from the groundwater. For bidding purposes assume wet season flow will peak to 400 gpm during rainfall.
- I. Allow for up to 28 calendar days of delay in the event that Project No. P2-123 has not been completed and half of the clarifiers are out of service.

1.14 REQUIREMENTS FOR OPERATION OF TREATMENT PLANT

A. General:

1. The health, safety and welfare of the OCSD municipal service is dependent on the continuous and uninterrupted operation of the OCSD Plant No. 2. CONTRACTOR shall conduct the Work in such a fashion that no unplanned disruptions to treatment plant operations occur due to CONTRACTOR Work and that required facility treatment capacity is maintained continuously throughout the construction period.

2. Shutdowns of existing equipment shall be as specified herein and in accordance with the Specification Section 01120, Work Sequence.

3. CONTRACTOR's activities judged to be detrimental to the safe and proper treatment of the wastewater will be postponed or prohibited as deemed appropriate by the ENGINEER.

4. CONTRACTOR shall be responsible for any damage resulting from construction activities.

B. CONTRACTOR shall be subject to monetary fines for actions that impair the operational capabilities of this treatment plant and result in serious environmental damage.

C. The CONTRACTOR shall not limit the ability of OCSD to keep Plant No. 2 treatment facilities operational. CONTRACTOR shall take the following measures to proactively preclude limiting OCSD Plant 2 operations:

1. Adhere to the conditions and restrictions noted in the Contract Documents.
 2. Minimize downtime of the OCSD facilities/processes affected by this Project.
- D. CONTRACTOR shall perform Work in a manner that does not impair the operational capabilities of the treatment facilities or reduce the capacity of the facilities, except as provided for in the Construction Schedule accepted by the ENGINEER.
- E. CONTRACTOR shall provide safe, continuous access to control equipment for OCSD treatment plant operations and maintenance personnel.
- F. CONTRACTOR shall coordinate with the ENGINEER to plan resumption of Work and any revised work sequencing necessary. Work can be interrupted at any time due to OCSD operational needs.

1.15 INTERRUPTION OF TREATMENT PROCESSES

- A. The CONTRACTOR shall execute the Work while the existing facilities are in operation,.
1. CONTRACTOR shall coordinate with the ENGINEER for any shutdown of facilities required during the implementation of the Work and shall not commence Work until a shutdown has been performed by OCSD.
 2. CONTRACTOR shall minimize shutdown times by thorough advanced planning as described in the General Requirements.
 3. When the CONTRACTOR needs a facility shutdown, a written request shall be provided to the ENGINEER for acceptance as specified in the section entitled "Advance Notification for Plant Shutdown" of the General Requirements.
 4. The ENGINEER will review the acceptability of shutdowns longer than the requirements of the Contract Documents on a case-by-case basis.
- B. The CONTRACTOR shall indicate required shutdowns of existing facilities (per GR-10, Advance Notification of Plant Shutdown) and/or interruptions of existing operations in the Construction Schedule and the progress period schedule updates.
1. Following receipt of a notice of required shutdown, the ENGINEER will notify the CONTRACTOR as to the feasibility of the requested date. Evaluation of the request will be based upon the OCSD treatment plant ability to reliably meet capacity demands and forecasted storm events. The CONTRACTOR shall allow ENGINEER to have flexibility to adjust actual shutdown dates accepted earlier to within seven (7) Days of requested shutdown date at no additional cost to OCSD.
 2. Where required to minimize treatment process interruptions while complying with specified sequencing constraints, CONTRACTOR shall provide temporary pumping, temporary odor control facilities, power, lighting, controls, instrumentation, and safety devices.
 3. The CONTRACTOR shall provide all labor, equipment, and material required to isolate, drain, wash down, clean and make safe existing facilities (structures, piping and equipment) that are to be removed from service or connected to perform the Work.
 4. The CONTRACTOR shall coordinate all Work to avoid any interference with normal operation of treatment plant equipment and processes.

1.16 SEWAGE SPILLS

- A. Spills of untreated or partially treated sewage to surface waters or drainage courses is prohibited. In the event of a spill caused by the CONTRACTOR's operations, the CONTRACTOR shall immediately return operations to normalcy through temporary or permanent means. Temporary corrections shall be made permanent at the next

scheduled interruption to operations. All permanent corrections shall meet the applicable requirements of the Contract Documents.

- B. If CONTRACTOR does not immediately return operations to normalcy, the ENGINEER will be entitled to employ others to stop the spill without giving written notice to the CONTRACTOR.
- C. All costs incurred by OCSD and all penalties assessed against OCSD as a result of a spill caused by the actions of the CONTRACTOR, its employees, or subcontractors, shall be borne in full by the CONTRACTOR. Costs include, but are not limited to, legal fees and other expenses to OCSD resulting directly or indirectly from the spill under the terms of discharge permits issued to OCSD, or otherwise incurred by OCSD as a result of the spill.

1.17 STAGING AND TEMPORARY FACILITIES

- A. The CONTRACTOR shall utilize the designated staging area as indicated in the Contract Documents for the exclusive use of delivery, handling and storage of tools, materials and equipment and placement of temporary office only. The CONTRACTOR shall return the staging and storage surface area to its original pre-construction condition as a prerequisite to attaining Final Completion of the Work.
- B. The CONTRACTOR shall provide all required facilities, storage, trailers, needed for proper execution of the Work, and safe and secure storage of materials and equipment in a manner that minimizes interference with the OCSD operation and maintenance personnel.
- C. The CONTRACTOR shall provide all required power connections, telephone, water, and sewer hookups necessary for proper operation of the temporary facilities. Costs to establish these utilities and maintain service shall be included in the Contract Price. The costs required to remove and de-commission the temporary facilities at the end of the Project shall be included in the Contract Price. The CONTRACTOR shall coordinate the location of utility connection with the ENGINEER during mobilization.
- D. The CONTRACTOR shall be responsible for maintaining the security, safety, and cleanliness of the temporary facilities staging area throughout the course of construction.
- E. The CONTRACTOR shall not use public and/or private property for field offices and/or for any purpose other than as designated in the Contract Documents without obtaining written authorization of the jurisdiction and/or owner and submitting a copy of the authorization to the ENGINEER.

PART 2 - PRODUCTS

2.1 MANUFACTURERS (NOT USED)

2.2 MATERIALS

A. Sump Pumps:

1. CONTRACTOR shall provide own power for nuisance flow management. Utilize engine (diesel) driven sump pumps or engine driven generator.
2. Engines used to power sump pumps shall be in noise attenuated enclosures and meet the latest local Air Quality Management Board requirements.

PART 3 - EXECUTION

3.1 ACCESS

- A. The CONTRACTOR shall coordinate with County and other Agencies to obtain a permit to access the work area from the bike trail to the southwest of the clarifiers. Use of the area outside the plant fences or walls shall be for the placement of new materials into the clarifier only and removal of items and shall be limited to conditions spelled out in the permit. All effort to obtain such permit shall be included in the bid. All effort to comply with conditions of the permit shall be included in the bid. The use of the gates along the southerly boundary shall be by written approval. See Document 1 in Part H – Additional Contract Requirements and Reference Documents for a copy of the permit used for MP-248. See Document 2 in Part H for other OCSD restrictions that the CONTRACTOR shall comply with when using this off-site access. Requirements substantially different than the sample permit are not included in the scope of work.

3.2 PREPARATION

- A. Comply with the related provisions of the Contractor Safety Standards included in the Contract Documents. Comply with the OSHA and Cal/OSHA requirements.
1. CONTRACTOR shall provide all necessary safety and any other measures to allow the ENGINEER and OCSD access and movement within confined spaces.
 2. The local Fire Department shall not be the CONTRACTOR's primary rescue means for any emergency in the confined space. The CONTRACTOR shall have a trained rescue team capable of any rescue(s) that might become necessary inside the confined space. Rescue team training documentation shall be provided to OCSD as part of the safety submittals.
- B. Alternative Work Hours
1. The Contract Duration is based on completion of all Work during the work days and hours stated in the General Requirements. The CONTRACTOR may be required to work alternative work hours; extended hours, multiple shifts and/or concurrent activities to meet critical schedule milestones, and Work restrictions or for schedule recovery. The CONTRACTOR shall submit a written request for alternative work hours and receive acceptance by the ENGINEER in accordance with the General Requirements before beginning work in alternative work hours.
 2. The CONTRACTOR can elect to work alternative hours for convenience or schedule recovery (not required by schedule or operating constraint). The CONTRACTOR shall submit a written request for alternative work hours and receive acceptance by the ENGINEER in accordance with the General Requirements before beginning work in alternative work hours. The CONTRACTOR shall reimburse OCSD for additional expenses for inspection, testing, or incidentals caused by the alternative work hours for convenience, as stated in the General Requirements. The CONTRACTOR shall include in the Bid Price any costs to work alternative hours for convenience. The CONTRACTOR shall reimburse OCSD for additional expenses for inspection, testing, or incidentals caused by the alternative work hours for schedule recovery.
- C. CONTRACTOR shall give advance written notification to the ENGINEER for shutdown to take a facility out of service. The notification shall be twenty-one (21) Days in advance of the Work. CONTRACTOR's Construction Schedule shall include twenty-one (21) Days for OCSD to remove facility from service starting from receipt of CONTRACTOR's written notification to access facility. After OCSD has removed the facility from service, OCSD will notify CONTRACTOR that it is available for access to

perform Work. CONTRACTOR shall not enter facility to perform Work until after receipt of OCSD's notification.

1. OCSD will gravity drain requested facilities to remove most liquids. Lock Out Tag Out Verify (LTV/LOTO) actions to enable CONTRACTOR to perform Work in conformance with Contract Documents will be performed prior to making facility available for Work. After gravity draining by OCSD has completed, CONTRACTOR shall perform any Facility Cleaning Requirements to render the facility ready for Work.
2. CONTRACTOR shall have full access into and around facility for purposes of performing Work. No other use is granted to CONTRACTOR.
3. Upon completion of the Work, CONTRACTOR shall notify ENGINEER to begin the process of coordinating the return of the facility to service.

3.3 INSTALLATION

- A. Enforce safety procedures as required by the Work and in compliance with the codes and standards specified above, and with the Contractor Safety Standards. The CONTRACTOR is cautioned that not all of these measures are indicated in the work sequence, work restrictions portions of the specifications. See Contractor Safety Standards that are part of the contract.

* * * * *