

GENERAL SERVICES CONTRACT
Lighting Systems Inspection, Maintenance and Repairs
Specification No. S-2024-635BD

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 Inter-Pacific, Inc. dba Inter-Pacific Systems, 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 inspection, maintenance and repair services required for OC San lighting systems at OC San Headquarters, and Plant No. 1 and Plant No. 2 ("Services") as described in Exhibit "A" attached hereto and incorporated herein by this reference; and

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

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

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

WHEREAS, on November 6, 2024, OC San's Operations Committee, by minute order, authorized execution of this Contract.

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

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" – Bid Price Form

Exhibit "C" – Determined Insurance Requirement Form

Exhibit "D" – Contractor Safety Standards

Exhibit "E" – Human Resources Policies

Exhibit "F" – Not Used

Exhibit "G" – Not Used

1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions in the Contract shall control and thereafter the provisions in the document highest in precedence shall be controlling.

1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of acquisition of the Services by OC San.

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

2. Scope of Work.

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

3. Contract Term.

- 3.1 The term of this Contract shall be for one (1) year commencing on the effective date of the Notice to Proceed.
- 3.2 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 Two Hundred Twenty-Three Thousand, Eight Hundred Seventeen Dollars and Forty-Four Cents (\$223,817.44).

- 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 Contract 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.** 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: Natalia Bello
Buyer
Orange County Sanitation District
18480 Bandilier Circle
Fountain Valley, CA 92708
NBello@OCSan.gov

Contractor: Richard Kuk
President
Inter-Pacific, Inc. dba Inter-Pacific Systems, Inc.
39 Peters Canyon Rd.
Irvine, CA 92606
rkuk@inter-pacific.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.

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
Pat Burns
Chair, Operations Committee

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Kevin Work
Purchasing & Contracts Manager

INTER-PACIFIC, INC. DBA INTER-PACIFIC SYSTEMS, INC.

Dated: _____

By: _____

Print Name and Title of Officer

CMM

EXHIBIT A
SCOPE OF WORK
For
Lighting Systems Inspection, Maintenance, and Repairs

EXHIBIT A
SCOPE OF WORK
Lighting Systems Inspection, Maintenance and Repairs
SPECIFICATION NO. S-2024-635BD

1. Background

This scope of work describes the maintenance services required for the Orange County Sanitation District (OC San) Lighting Systems at Headquarters, and Plants 1 and 2 for occupied buildings, exterior building walls and selected parking lots.

Services include continuous inspections, individual re-lamping and replacement of failed/burnt lighting fixtures, lighting fixture cleaning at planned intervals, and as-needed repairs of lighting systems as described herein, including emergency response repairs.

During cleaning and re-lamping of fixtures, OC San may request replacement of older, less efficient lamps and fixtures with reduced wattage and energy saving LED versions.

OC San does not guarantee or forecast the amount of actual work that the Contractor will receive during this contract period. All work must be done per this scope of work (Exhibit "A"), and, in accordance with all applicable and acceptable industry standards, of highest quality workmanship for required work, and completed within the time specified in the Task Order.

The work described in this document will be performed at the following OC San locations:

- Headquarters located at 18480 Bandilier Circle, Fountain Valley, CA 92708
- Plant 1 located at 10844 Ellis Avenue, Fountain Valley 92708
- Plant 2 located at 22212 Brookhurst Street, Huntington Beach 92646

The OC San Contract Manager or designee ("Contract Manager") will outline detailed task specifications based on requirements per work assignment ("Task Order") at the time a specific job is required. Contract Manager will schedule all maintenance activities, maintenance routes and intervals and will provide Task Order numbers, schedules, job task lists, drawings, and a bill of materials for the Task.

During inspections, if there is any deficiency in lighting such as inadequate lighting levels, shadows, glare, insufficient lighting controls, etc. the Contractor shall point out those areas of concerns to the Contract Manager for further evaluation, and to obtain a Task Order, prior to commencement of corrective work.

Contract Manager may consider value-engineering suggestions from Contractor and may accept recommended alternatives (lighting fixture replacement, lighting controls upgrades etc.), if the alternative provides equal and better functionality, durability, cost effectiveness and maintainability.

All major replacements and value engineering suggestions will be considered on an individual basis.

2. Contractor Responsibility

The Contractor shall complete all assigned Task Orders and provide its associated deliverables as stated in this scope of work and in the Task Order issued.

Contractor shall perform a site survey at regular monthly intervals in accordance with an Overall Lighting Maintenance Plan (see Section Lighting Survey & Maintenance Overview - Maintenance Plan) to develop proposed monthly maintenance activities. The Contract Manager will schedule and conduct coordination meetings at planned intervals (typically bi-weekly) to discuss recommended repairs, maintenance activity, and upcoming work schedules.

All corrective maintenance work will be supervised and inspected by OC San.

Contractor shall perform the following tasks:

- 2.1 Inspect, clean and re-lamp (as needed) building lighting, lighting control switches, motion sensors, dimming controls and other associated ancillary equipment.
- 2.2 Replace lamps, ballasts, lamp sockets as required to ensure that lighting fixtures function properly.
- 2.3 Check proper operations of the lighting controls: light switches, occupancy sensors, and dimmers. Verification of lighting control functionality shall be performed on a monthly basis during the monthly lighting system survey of all buildings.
 - 2.3.1 Contract Manager shall be notified if any repair or replacement of lighting control equipment is required to restore proper functionality.
- 2.4 Inspect all emergency lighting and emergency egress (EXIT) signs and test on a monthly basis. Contractor shall note status and maintenance details and provide records to OC San for NFPA and OSHA compliance needs.
- 2.5 Perform miscellaneous tasks such as: addition of switch or power outlets, branch circuit upgrades, electrical equipment relocation and/or addition of photocells, lighting contactors and electrical branch panelboards.
- 2.6 Bring to the attention of the Contract Manager, within forty-eight (48) hours of discovery, any lighting deficiencies discovered during performance of work.
- 2.7 On occasion Contractor shall perform miscellaneous electrical work such as troubleshooting needs, repairs, wiring, circuit, photocells, etc. Work shall be billed at the general hourly rate if performed during working hours.

Contractor shall **not shut down or interrupt equipment power** without prior consent of Contract Manager.

OC San electrical maintenance staff will perform all switching operations and Lock-Out/Tag Out (LOTO) procedures.

3. Staff Assistance

The Contract Manager will be the Contractor's main point of contact throughout the term of the Contract.

All meetings related to tasks must be scheduled through the Contract Manager.

OC San will provide staff as needed, to provide access to the Contractor to secure areas and assist with the corrections of any discrepancies from this scope of work, found by the Contractor.

4. Emergency/Same Day Repair Work and Response Work Elements

Emergency Work is identified as a malfunction of lighting systems (light fixtures, control circuitry etc.) causing complete service outage. Emergency work will require a rapid response from the Contractor, typically within the same work day as the request.

Emergency Responses, as well as normal work, will require rapid assessment of lighting system malfunction and troubleshooting; Contractor shall provide customized solutions for repairs and power restoration for OC San to evaluate. If additional repair work is recommended, and OC San agrees, the Contractor must provide a quotation for the recommended repair(s), for acceptance of the Contract Manager prior to commencing work.

5. Equipment Removal and Equipment Installation

5.1 Replacement parts and material will be provided by OC San.

5.2 In the event parts or materials needed to complete the work are not available, Contractor is to notify Contract Manager and receive prior approval to obtain identified parts or materials. OC San will reimburse the Contractor for cost plus 15% mark up.

5.3 Cost of rental equipment for re-lamping and cleaning will be responsibility of the Contractor. In the event Contract Manager identifies rental equipment required for a Task Order that is not typical in nature for the work, Contract Manager will provide Contractor with prior authorization to rent identified equipment and OC San will reimburse the Contractor for cost plus 15% mark up.

5.4 Contractor shall provide all tools and equipment required to perform maintenance tasks at no additional cost to OC San.

5.5 General clean-up of work area shall be done by the Contractor at no additional cost to OC San.

6. Contractor Requirements

6.1 Contractor shall have and maintain through the term of this contract a valid California C-10 Electrical Contractor License.

6.2 All skilled electrical work shall be done by a licensed Journeyman Level Electrician.

6.3 Contractor shall utilize experienced personnel for this work with direct experience in occupied building maintenance or similar systems.

7. Lighting Survey and Maintenance Overview

Contractor shall submit an Overall Lighting Maintenance Plan to OC San within 2 months of the Contract Kickoff Meeting. Contractor shall allow for one (1) review cycle by OC San and resubmit a revised Overall Lighting Maintenance Plan per OC San feedback, for acceptance by Contract Manager.

The main purpose of the Overall Lighting Maintenance Plan is to establish a manageable, predictable "PLAN AHEAD" cycle of lamp replacement, luminaire cleaning, repairs, and scheduling work at a time when it will cause a minimum disturbance to OC San employees and activities and minimize "reactive tasks" and downtimes. Planning ahead will allow OC

San to create appropriate Task Orders and schedule on-going lighting maintenance activities around other projects and routine office tasks.

Contractor shall develop a strategy for the maintenance and service of lighting equipment which shall be incorporated into the Overall Lighting Maintenance Plan.

Additionally, Contractor shall perform surveys, develop and submit maintenance strategies and Contractor shall, at a minimum, conduct the following for each building which shall also be incorporated in the Overall Lighting Maintenance Plan for each plant:

- 7.1 Creating Survey and Inventory of Lighting Equipment. Include manufacturer, fixture type/model number, and wattage information.
- 7.2 Establish cleaning and re-lamping activities on as needed basis (no group re-lamping required) in each occupied building to maximize lighting system effectiveness and control lighting cost.
- 7.3 Include existing installation deficiency checklist for items such as glare or brightness, variations in color, dark spots etc.
- 7.4 Include reporting and invoicing cycle.

OC San reserves the rights to issue Task Order(s) for cleaning and re-lamping of a single floor at a time. OC San reserves the right to combine multiple buildings or building floors on a single Task Order. Group re-lamping is not part of the maintenance strategy. All re-lamping or lighting fixture replacements will be done on an "as needed" individual basis.

8. Reporting Details

All inspection/test and work completion reports provided by the Contractor shall include the following minimum information organized in a systematic fashion:

- Task Order number
- Date
- Address, Plant, and Building Information/Room # etc.
- Name of person performing work.
- Inspection of installation and performed work.
- Status against planned steps.
- Inventory of installed equipment, assets, and bulbs.
- Test results.
- Warranty reporting and maintenance recommendations.
- Path forward recommendation and quote to correct deficiencies (if any).
- Signature of the Tester.

Note: Work Completion, Inspection and Testing Reports shall be submitted with every invoice. See Appendix 1 for a Sample Report Form.

9. Access to Facilities

Access to OC San facilities shall be coordinated through the Contract Manager.

10. Scheduling and Planning

All work must be scheduled through the Contract Manager. Regular routine maintenance visits shall be scheduled at least 30 days in advance. Work shall take place during regular OC San work hours, Monday through Thursday from 7:00 a.m. - 4:30 p.m. and Fridays from 7:00 a.m. - 3:30 p.m. Overtime work will only be considered on a case-by-case basis and

must be pre-approved by the Contract Manager. The Contractor shall not come on site unannounced. In the event that the Contractor is responding to an emergency call, the Contractor shall contact the Plant Control Center clerk at (714) 593-7025 (for Headquarters and Plant No. 1) or (714) 593-7625 (for Plant No. 2) upon arrival to coordinate the response.

10.1 Hours of Work

10.1.1 Normal Service Hours: 6:00 a.m. to 4:30 p.m. - Monday thru Friday, excluding OC San Holidays.

10.1.2 Regular Hourly Labor Rates (Scheduled work during Normal Service Hours): Shall be paid hourly to a maximum of eight (8) hours per workday.

10.1.3 Overtime Hourly Labor Rates (Any work performed outside of Normal Service Hours [between 4:30 p.m. and 6:00 a.m.], work in excess of eight (8) hours per day, work on weekends, and work on holidays): Shall be paid in accordance with the appropriate prevailing wage multipliers.

11. Work Management

Contractor will follow its Overall Maintenance Plan and develop a scope of work for a specific area (Plant #, Building, Building floor #). Upon review and approval by Contract Manager of proposed repair work, OC San will issue a specific Task Order for the task. Upon completion of Task Order by the Contractor, the Contractor shall submit an invoice along with a detailed report as described in Section 8 - Reporting Details.

OC San reserves the right to verify the Task Order was completed properly prior to approving the invoice.

12. Resources Available

12.1 Electrical Power

OC San shall provide the Contractor with 120 volts, 60-hertz, and maximum 20-ampere electrical service free of charge.

12.2 Water

OC San shall furnish city reclaimed, industrial or plant water, free of charge. These sources are not for drinking.

12.3 Compressed air

OC San will provide Contractor with shop compressed air.

12.4 Refuse

Contractor shall gather waste, including hazardous waste, and provide to OC San for proper disposal.

OC San will provide the Contractor trash bins for disposal of refuse (non-hazardous) resulting from the performance of this work. Contractor shall not store any material, supplies or equipment on OC San properties. Contractor shall not dispose of paint or chemical materials on OC San properties.

12.5 Miscellaneous

OC San will provide access to rest rooms and break rooms.

13. Project Management

13.1 Equipment & Material Inspection

Prior to commencement of work on any assigned Task Order, OC San reserves the right to inspect and evaluate the suitability of all proposed equipment and material that shall be used to perform the assigned work. Materials and equipment used for the assigned work shall be of suitable type and grade for that work.

Equipment and material deemed by the Contract Manager to be of improper type or inadequate for the purpose intended shall be replaced by the Contractor at no additional cost to OC San.

Contractor shall be responsible for the maintenance and repair of their supplies, tools, and equipment. OC San is not responsible for loss or damage to the Contractor's supplies, tools and equipment.

13.2 Workmanship

All workmanship shall be subject to the inspection and approval of the Contract Manager. OC San reserves the right to reject any work that is unacceptable and does not meet the minimum standards. Rework or repairs due to poor workmanship shall be performed in a timely manner at no cost to OC San. Repeated unsatisfactory work and rework of Task Orders may be cause for termination of the Contract.

13.3 Safety Protection & Damage

The Contractor shall be responsible for the protection of all existing equipment and facilities and shall, at its own expense, repair or restore any damage caused by the actions or negligence of its employees. **If the Contractor fails or refuses to make such repairs or restorations, OC San may have the work performed by alternative means and deduct the repair cost from an outstanding/future invoice.**

13.3.1 All Contractor employees must receive blood-borne pathogen training annually and the Contractor shall have training records available upon request.

13.3.2 Contractor's staff must comply with all OC San's Safety and Personnel policies and procedures, including Personal Protective Equipment (PPE) which includes but is not limited to a four-gas personal atmospheric monitor and Lock out Tag out (LOTO). Contractor shall refer to Exhibit "D" of the Contract Documents.

13.3.3 OC San's Risk Management must approve all chemicals used prior to bringing any chemicals on-site. All chemicals shall have proper identifying labels affixed to them as well as secondary containers (i.e., spray bottles). Any chemical used in performing the contract work shall have the appropriate Safety Data Sheet (SDS) in a labeled safety binder in each area in which they are stored. Contractor staff shall comply with all safety requirements and dawn all personal protective equipment as required by the instructions on the chemical labels.

13.4 Lunch Breaks

OC San does not pay for time taken by the Contractor for lunch breaks.

13.5 Miscellaneous

Contractor shall provide and use some type of tag or decal to place on each device after testing that will show that specific device has been tested. Each tag or decal shall include the following information.

- Date of test
- Name of tester (printed clearly & signature)
- Name of company

13.6 Reports/Records

Contractor will be responsible to ensure that the proper reports are provided to OC San. Invoices will not be paid without proper reporting.

14. Appendices

Appendices Title	Appendix Title
Appendix 1	Floor Drawings
Appendix 2	Sample Report Form
Appendix 3	Fixture Count

List of Floor Drawings

Drawing Title
Cover Sheet and Index of Drawings
Headquarters First Floor
Headquarters Second Floor
Headquarters Third Floor
P1 Building 5 First Floor
P1 Building 5 Second Floor
P1 Building 6 First Floor
P1 Building 6 Second Floor
P1 Building A First Floor
P1 Building A Second Floor
P1 Building B & 3 First Floor
P1 Control Center Basement
P1 Control Center First Floor
P1 Control Center Second Floor
P1 Fleet Services First Floor
P1 Laboratory First Floor
P1 Laboratory Second Floor
P1 MT Langley Second Floor
P1 Purchasing & Warehouse First Floor
P1 Administration Building First Floor (not occupied bldg)
P1 Administration Building Second Floor (not occupied bldg)
P1 Engineering Trailers A&B (not occupied bldg)
P1 Engineering Trailers E&F (not occupied bldg)
P1 Human Resources First Floor
P2 Engineering Construction Trailers First Floor
P2 Maintenance Building First Floor
P2 Maintenance Building Second Floor
P2 Operations Center Basement
P2 Operations Center First Floor
P2 Warehouse (not occupied bldg)