

SERVICE CONTRACT
CONDITION ASSESSMENT ON-CALL CONTRACTOR SUPPORT SERVICES
Specification No. S-2021-1255BD

THIS CONTRACT is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708 (hereinafter referred to as "OC San") and [_____] with a principal place of business at [_____] (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OC San desires to temporarily retain the services of Contractor for Condition Assessment On-call Contractor Support Services as described in Exhibit "A"; and

WHEREAS, OC San has chosen Contractor to conduct Services in accordance with Ordinance No. OC SAN-56; and

WHEREAS, on [_____], the Board of Directors of OC San, by minute order, authorized execution of this Contract between OC San and Contractor; and

WHEREAS, Contractor is qualified by virtue of experience, training, and expertise to accomplish such Services,

NOW, THEREFORE, in consideration of the mutual promises and mutual benefits exchanged between the Parties, the Parties mutually agree as follows:

1. Introduction

- 1.1 This Contract and all exhibits hereto is made by OC San and the Contractor. The terms and conditions herein exclusively govern the purchase of Services as described in Exhibit "A".
- 1.1 The term "Task Order", when referenced under this Contract, shall mean an order issued by the OC San Project Manager or designee for a specific scope of work.
- 1.2 Task Orders issued under this Contract shall be incorporated by reference and made part hereof, upon issuance of the Task Order.
- 1.3 Exhibits to this Contract are incorporated by reference and made a part of this Contract as though fully set forth at length herein.

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" General Conditions

- 1.1 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 document highest in precedence shall be controlling. The order of precedence of the Contract is set forth below:

a. Addenda issued prior to opening of Bids – the last in time being the first in precedence

- b. Service Contract
- c. Exhibit "F" General Conditions
- d. Exhibit "C" Determined Insurance Requirement Form
- e. Exhibit "D" Contractor Safety Standards
- f. Permits and other regulatory requirements
- g. Exhibit "E" Human Resources Policies
- h. Individual Task Orders, Inclusive of Task Order Scopes of Work
- i. Exhibit "A" Scope of Work
- j. Exhibit "B" Bid Price Form

1.2 The provisions of this Contract and attachments hereto are applicable at the Task Order level.

1.3 The provisions of this Contract and provisions of the Task Orders may be amended or waived only by a writing executed by authorized representatives of both Parties hereto.

1.4 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.

1.5 The term "hours", when used in this Contract, shall be as defined in Exhibit "A".

1.6 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the price provided under "Compensation" below.

1.7 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or action incurred or undertaken by Contractor as a result of work performed in anticipation of purchases of said services by OC San.

2. **Compensation** Compensation to be paid by OC San to Contractor for the Services provided under this Contract shall be a total amount not exceed [_____] Dollars (\$[_____].00).

3. **California Department of Industrial Relations (DIR) Registration and Record of Wages**

3.1 To the extent Contractor's employees and/or its subcontractors who will perform Work during the design and preconstruction phases of a construction contract or perform work under a maintenance contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, Contractor and its subcontractors shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the work is subject to compliance monitoring and enforcement by the DIR.

3.2 The Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.

3.3 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 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.

3.4 The Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).

3.5 In addition, refer to General Conditions, Exhibit "F", GC-4, LAWS TO BE OBSERVED.

4. Payments and Invoicing

4.1 OC San shall pay, net thirty (30) days, upon receipt and approval, by OC San's Project Manager or designee, of itemized invoices submitted for Task Orders completed in accordance with Exhibit "A" and the individual Task Order. OC San, at its sole discretion, shall be the determining party as to whether the Services have been satisfactorily completed.

4.2 Invoices shall be emailed by Contractor to OC San Accounts Payable at APStaff@OCSan.gov and "INVOICE" with the Purchase Order Number and Specific Task Order Number shall be referenced in the subject line.

5. Audit Rights Contractor agrees that, during the term of this Contract and for a period of three (3) years after its 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.

6. Scope of Work Subject to the terms of this Contract, Contractor shall perform the Services identified in Exhibit "A". Contractor shall perform said Services in accordance with generally accepted industry and professional standards.

7. Modifications to Scope of Work Requests for modifications to the Scope of Work hereunder can be made by OC San at any time. All modifications must be made in writing and signed by both Parties.

8. Contract Term The Services provided under this Contract shall be for the period of one (1) year commencing on November 1, 2021 and continuing through October 31, 2022.

9. Renewals

9.1 OC San may exercise the option to renew this Contract for up to four (4) one-year periods, under the terms and conditions contained herein. OC San shall make no obligation to renew nor give reason if it elects not to renew.

9.2 This Contract may be renewed by OC San Purchase Order.

10. Extensions The term of this Contract may be extended only by written instrument signed by both Parties. In addition, refer to General Conditions, Exhibit "F", GC-27, EXTENSION OF TIME FOR DELAY.

11. Performance Time is of the essence in the performance of the provisions hereof.

12. Termination

12.1 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 of intent to terminate. 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) to 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 to the date of termination.

- 12.2 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 any other default of this Contract.
- 12.3 OC San may also immediately cancel for default of this Contract 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 total amount of compensation exceeds the amount authorized under this Contract.
- 12.4 All OC San property in the possession or control of Contractor shall be returned by Contractor to OC San upon demand, or at the termination of this Contract, whichever occurs first.
13. **Insurance** Contractor and all subcontractors shall purchase and maintain, throughout the life of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Determined Insurance Requirement Form (attached hereto and incorporated herein as Exhibit "C"). 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 maintain required insurance coverage shall result in termination of this Contract.
14. **Bonds – Not Used**
15. **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 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.
16. **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 Contractor Safety Standards while working at OC San locations. If

during the course of the Contract it is discovered that Contractor Safety Standards do not comply with Federal, State, or local regulations, then the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor and all of its employees and subcontractors, shall adhere to the Safety requirements in Exhibit "A", all applicable Contractor Safety Standards attached hereto in Exhibit "D" and the Human Resources Policies in Exhibit "E".

17. **Warranties** - Refer to General Conditions, Exhibit "F", GC-19 WARRANTY (CONTRACTOR'S GUARANTEE).
18. **Liquidated Damages – Not Used**
19. **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 said 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 or may be eliminated from the Contract.
20. **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.
21. **Familiarity with Work** By executing this Contract, Contractor warrants that: 1) it has investigated the work to be performed; and 2) it understands the facilities, difficulties and restrictions of the work under this Contract. Should Contractor discover any latent or unknown conditions 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.
22. **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 California Water Codes Division 2. In addition, refer to General Conditions, Exhibit "F", GC-35, STORMWATER REQUIREMENTS.
23. **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.
24. **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 engage in this work. 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 the terms of this Contract will be paid by Contractor.
25. **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 harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any permission required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically referenced.

- 26. Contractor's Employees Compensation - In addition, refer to General Conditions, Exhibit "F", GC-4, LAWS TO BE OBSERVED**
- 26.1 Davis-Bacon Act – Contractor will pay and will require all subcontractors to pay all employees on said project a salary or wage at least equal to the prevailing rate of per diem wages as determined by the Secretary of Labor in accordance with the Davis-Bacon Act for each craft or type of worker needed to perform the Contract. The provisions of the Davis-Bacon Act shall apply only if the Contract is in excess of two thousand dollars (\$2,000.00) and when twenty-five percent (25%) or more of the Contract is funded by Federal assistance. If the aforesaid conditions are met, a copy of the provisions of the Davis-Bacon Act to be complied with are incorporated herein as a part of this Contract and referred to by reference.
- 26.2 General Prevailing Rate – OC San has been advised by the State of California Director of Industrial Relations of its determination of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of same are on file in the Engineering Department. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this Contract as required by Labor Code Section 1774 of the State of California. Per California Labor Code 1773.2, OC San will have on file copies of the prevailing rate of per diem wages at its principal office and at each project site, which shall be made available to any interested party upon request.
- 26.3 Forfeiture For Violation – Contractor shall, as a penalty to OC San, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by the Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.
- 26.4 Apprentices – Sections 1777.5, 1777.6, 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices are applicable to this Contract and the Contractor shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days or more; or if contracts of specialty contractors not bidding for work through the general or prime Contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.
- 26.5 Workday – In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by it hereunder. Contractor shall conform to Article 3, Chapter 1, Part 7 (Section 1810 et seq.) of the Labor Code of the State of California and shall forfeit to OC San as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said Article. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the project.
- 26.6 Record of Wages; Inspection – Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the project and agrees to require that each of its subcontractors do the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its subcontractors shall

be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. Penalties for non-compliance with the requirements of Section 1776 may be deducted from project payments per the requirements of Section 1776.

27. **South Coast Air Quality Management District's (SCAQMD) Requirements** It is Contractor's responsibility 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 the SCAQMD.
28. **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.
29. **Breach** The waiver of 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.
30. **Remedies** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods or Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods or Services, OC San may (1) cancel the Contract; (2) recover whatever amount of the purchase price OC San has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Contractor. In the event OC San elects to "cover" as described in (3), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods or Services and the Contract price, together with any incidental or consequential damages.
31. **Dispute Resolution - Refer to General Conditions, Exhibit "F", GC-25, DISPUTES**
32. **Attorney's Fees - Refer to General Conditions, Exhibit "F", GC-24, CLAIMS**
33. **Survival** The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.
34. **Severability** If any section, subsection, or provision of this Contract, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
35. **Damage to OC San's Property** Any of OC San's property damaged by Contractor, any subcontractors or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San. In addition, refer to General Conditions, Exhibit "F", GC-9, PRESERVATION OF PROPERTY.

36. **Disclosure** Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OC San.
37. **Independent Contractor** The legal 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.
38. **Limitations upon 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.
39. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
40. **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 for the terms of this Contract.
41. **Read and Understood** By signing this Contract, Contractor represents that he has read and understood the terms and conditions of the Contract.
42. **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.
43. **Entire Agreement** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

44. **Notices** All notices under this Contract must be in writing. Written notice shall be delivered by personal service 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: [Buyer Name]
[Buyer Title]
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708

Contractor: [Contact Name]
[Contact Title]
[Company Name]
[Street Address]
[City, State, Zip Code]

Each party shall provide the other party written notice of any change in address as soon as practicable.

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
John B. Withers
Chair, Board of Directors

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Ruth Zintzun
Purchasing & Contracts Manager

[CONTRACTOR]

Dated: _____

By: _____

Print Name and Title of Officer

CMM

Exhibit “A”
SCOPE OF WORK

**EXHIBIT A
SCOPE OF WORK
CONDITION ASSESSMENT ON CALL CONTRACTOR SUPPORT SERVICES
SPECIFICATION NO. S-2021-1255BD**

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I. ORGANIZATIONAL INFORMATION

Orange County Sanitation District (OC San) is a governmental agency responsible for wastewater treatment for metropolitan Orange County, California. It has been in existence since 1954 and is the third largest wastewater treatment agency west of the Mississippi River. OCSD's Plant 1 and Administrative Offices are located at 10844 Ellis Avenue, Fountain Valley, and Plant 2 is located at 22212 Brookhurst Street, Huntington Beach.

II. SUMMARY

This scope of work is for on-call Contractor support services for assessments and incidental repairs of OC San's assets including pipelines, sewers, manholes, wet wells, tunnels, and other structures to be determined by OC San staff. The Contractor shall provide all personnel and equipment as needed to support OC San staff in their assessment and incidental repairs of OC San assets including performing ancillary Task Orders such as cleaning, and debris removal to perform the assessments and to carry out incidental repairs as directed by OC San staff.

Required services include, but are not limited to the following:

- Confined space entry support, including provision of personnel and of all associated essential equipment for safe entry/exit, rescue personnel and equipment, preparation of safety plans in accordance with OC San requirements, focus meetings, shutdown dry runs, and coordinating lockout tagout (LOTO) procedures. As these entries include live sewers or exposure to potentially Immediately Dangerous to Life and Health (IDLH) environments, Contractor and Subcontractor will be required to provide and use Self-Contained Breathing Apparatus (SCBA) or Supplied Air Respirators (SAR), equipped with emergency escape bottles. Rescue personnel and support equipment shall be provided for all confined space entries, and all rescue teams shall be certified to comply with Cal-OSHA requirements.
- Forced-air ventilation
- Water jetting – pipe or wet well cleaning prior to assessments by OC San
- Dewatering or by-pass pumping
- Debris, grit, and rag removal prior to assessments
- Incidental repairs
- Closed Circuit TV (CCTV) support and CCTV production
- Repairs to existing T-Lock® Arrow-Lock® or other types of liners and coatings, and other incidental repairs as directed by OC San.
- Traffic control to facilitate assessments.

The Contractor shall at all times provide services to ensure compliance with all applicable regulatory requirements and OC San's standards. The Contractor shall contract with qualified and approved specialist consultants for the provision of specific services to include concrete core analysis, structural engineering evaluation, Non-Destructive Evaluation (NDE), and cathodic protection system surveys as needed to augment the directly provided services.

III. BACKGROUND, PROJECT DESCRIPTION AND PROJECT ELEMENTS

A. BACKGROUND

In other industries, corrosion engineering and corrosion control design as it relates to pipelines, process piping, and storage and treatment facilities has experienced different levels of implementation depending on risk of failure and consequence of failure. Hazardous materials such as fuel oil and natural gas have a mandate from the United States Department of Transportation (DOT), as implemented by the California Public Utilities Commission (CPUC), calling for corrosion monitoring and assessment on a regular basis. As a result, these industries have proactive corrosion control programs and in-house corrosion departments.

Corrosion engineering in the water and wastewater industries varies by municipality. Generally, economic, and environmental factors have been the motivation for corrosion control, ranging from fix it as it leaks (reactive) to proactive programs of inspection/assessment followed by coatings, linings, and external cathodic protection. In the 1980s East Bay MUD demonstrated that investment into a proactive corrosion control and monitoring program resulted in a saving of \$15 to every \$1 allocated to corrosion control. OC San has constructed several new facilities for expansion since the first facilities began operation in 1954. Excavating facilities for repair or replacement due to corrosion requires an enormous effort and high cost. Regulations have been changing infrastructure management. In response to these factors OC San has elected to support a proactive maintenance program. One element of this proactive approach is to perform internal assessments of piping and associated facilities, to determine their current condition, and use this information to make recommendations regarding their future maintenance and operation.

B. GENERAL PROJECT DESCRIPTION

The purpose of this contract is to provide OC San with on-call Contractor-support services so that OC San can carry out assessments of selected facilities, structures, pipelines, and other assets in order to evaluate their current condition. In addition, perform maintenance remedial repairs as directed by OC San. The shutdowns, flow diversions, assessments and all other Task Order orders will be scheduled by OC San personnel.

The level of Contractor support will vary for each structure or asset to be assessed depending upon the specific facility and the planned level of assessment that is either desired or is practical. In all instances the assessments will be directed by OC San personnel and not by the Contractor.

The Contractor will provide the required support for each assessment Task Order as determined on a case-by-case basis. All subcontractors will be approved by OC San prior to performing any services under this contract.

The level of Contractor support for incidental repairs will be dependent upon the specific Task Order. In all instances the repairs will be directed by OC San personnel and not by the Contractor.

For each Task Order, OC San will prepare a “Request for Assessment Support/Incidental Repairs” that includes a scope of work, schedule, work duration and a not to exceed amount for the services to be provided by the Contractor.

It is also anticipated that the Contractor will provide input into or prepare a work plan or means and methods plan to optimize the assessment/incidental repair process. This may involve preliminary meetings and job walks with OCSD staff to finalize the support requirements to perform the required corrosion assessments. No Task Order shall exceed \$99,000, including incidental repairs.

The Contractor shall provide the following services:

- Confined space entry support for permit-required confined spaces, including but not limited to provision of SCBA/SAR equipment, rescue equipment (e.g., davits, winches, harnesses, tripods, SRLs), rescue team, ventilation equipment, communication equipment, and atmospheric monitoring equipment.
- Provision of 3,000 psi water-jetting equipment with up to 300 feet of associated hoses and trained operators to adequately water jet as needed prior to CCTV inspection and physical assessment by OC San.
- Provision of submersible or grade-mounted pumps of appropriate rating and capacity to dewater the identified structures for internal Corrosion assessment by OC San. This will include installation and removal of all required bypass piping and associated fittings.
- Debris and rag removal using vacuum excavation equipment (e.g., Vactors) or other approved equipment prior to physical or CCTV assessments.
- Provision of CCTV services and required support in compliance with OC San standards.
- Provision of a trailer mounted welding machine.
- Provision of as-needed incidental repairs.
- Provision of concrete core drilling equipment and drill bits for core sampling.
- Repair of existing Ameron T-Lock® liner or other lining and coatings by qualified and experienced personnel. The Contractor’s staff must be able to communicate in English both verbally and in writing with OC San staff as well as with other members of their crew. The Contractor’s staff shall 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 Cal OSHA Title 8 requirements including, but not limited to, work performed in confined spaces and/or gas hazardous environments.

C. PROJECT ELEMENTS

The Project will be divided into Project Elements for which unit rates are to be provided by the Contractor as indicated in the Cost Proposal Form. For any

given assessment, the Contractor will be required to supply all manpower and equipment to provide for a combination of Project Elements as determined by OCSD to meet the needs of the individual assessments.

i. PROJECT ELEMENT 1 – CONFINED SPACE ENTRY SUPPORT WITH SCBA, SUPPLIED AIR OR DRAGER BG-4 RE-BREATHING APPARATUS

- Confined space entry support for permit-required confined spaces, including but not limited to provision of SCBA/SAR equipment, rescue equipment (e.g., davits, winches, harnesses, tripods, SRLs), rescue team, ventilation equipment, communication equipment, and atmospheric monitoring equipment. Contractor personnel shall be trained in confined space entry and rescue, including confined space entry supervisor, entrant, attendant, and rescue. The Contractor shall prepare all safety plans, confined space entry procedures, rescue plans, and coordinate lockout tagout (LOTO) with OC San staff for each assessment. The Contractor's rescue team shall be provided for all confined space entries. The rescue team shall be trained and certified in accordance with the Cal/OSHA requirements. All entry support staff shall be trained, experienced, and certified in the use and operation of SCBA, SAR, fall protection, ventilation, and atmospheric monitoring equipment. All entry support staff shall be trained and experienced in providing communications systems for entrants in often long-line live sewers where line of sight communications are not possible. Experience to include the use of bone mike-radio systems, hard wire communications, air horns and other technologies or means to provide adequate communications during assessments. Forced-air ventilation equipment including fans, venturis, ducting, and portable generators as needed to permit, where practical, non-SCBA entry for the OC San assessment engineers and Contractor's support crews.

ii. PROJECT ELEMENT 2 – CONFINED SPACE ENTRY SUPPORT (NON SCBA)

Confined space entry and support for OC San staff entry to include confined space entry supervisor, attendant, entrant, rescue personnel, entry and exit equipment, monitoring equipment and all standard safety equipment (including but not limited to all PPE, tripods, winches, harnesses, fall restraint lanyards and ropes), Self-Contained-Self-Rescue (SCSR) Re-breathers (Ocenco EBA 6.5) and communications systems to perform the required assessments. The Contractor's entry supervisor shall prepare the required safety plans with OC San Safety staff and coordinate LOTO with OC San personnel for each assessment.

iii. PROJECT ELEMENT 3 – FORCED AIR VENTILATION

Provision of forced-air ventilation equipment including fans, venturis, ducting, electrical cords, and portable generators with GFCI's as needed to permit entry into the assets for OC San and Contractor's staff. Contractor to provide suitably rated ventilation fans, associated equipment and support personnel from local subcontractors as required and as directed by the OC San Project Engineer.

iv. PROJECT ELEMENT 4 – WATER JETTING – PIPE CLEANING

The Contractor shall provide water jetting equipment rated at 3,000 PSI, with a minimum of 300 feet of associated hoses and trained operators to adequately clean surfaces prior to inspection and physical assessment by OC San staff. All water, power generation, and removal of jet water with contained debris to be performed by the Contractor. All extracted material shall be disposed of at OC San's Plant No. 1. Contractor shall provide or subcontract higher pressure water jetting equipment if required by OC San staff and invoiced per the attached Cost Proposal Form.

v. PROJECT ELEMENT 5 – DEWATERING AND BY-PASS PUMPING

Where required, the Contractor to provide suitably sized and rated pumps with all ancillary power supply, piping, and fittings to dewater an identified structure or pipe section or to bypass an asset to facilitate entry for physical or CCTV assessment. The Contractor shall work closely with OC San staff to optimize all dewatering and bypass piping operations to utilize available equipment and to meet OC San's operational requirements. The pump selection and piping requirements will vary significantly between Task Order orders. The Contractor shall provide a two-inch, submersible pump complete with 200 feet of associated hoses and AC power generation (with GFCI's) as part of the standard equipment on their 'Combo' trucks. Contractor shall also provide three-inch, four-inch and six-inch pumps as directed by OC San staff. Larger pumps (and associated equipment) shall be rented from specialist vendors as directed by OC San staff.

vi. PROJECT ELEMENT 6 – DEBRIS, GRIT AND RAG REMOVAL

Provide extraction or removal services for debris, grit, and rags from assets prior to assessment or CCTV inspection using vacuum excavators (e.g., Vactors) or other approved equipment. The Contractor shall provide all labor and equipment to remove debris, grit and rags that would impede or prevent the required assessment. All extracted material shall be disposed of within OC San's Plant No. 1 or as directed by OC San staff. Where special circumstances are encountered, such as very high volumes, in excess of two feet deep of debris and rags within a structure, the Contractor shall work with OC San to develop a location-specific plan for the debris removal process and for specialist subcontract services to be provided.

vii. PROJECT ELEMENT 7 – CLOSED CIRCUIT TELEVISION (CCTV) SURVEYS

Provision of CCTV inspection services shall be in compliance with OC San standards.

Contractor will furnish all labor, materials, equipment, and incidentals necessary for the video inspection of various lengths and sizes of sanitary sewers located in the treatment plants and throughout Orange County. Sewers will be cleaned sufficiently by the Contractor for the camera to pass through the pipe. All CCTV operators shall be National Association of Sewer Service Companies (NASSCO) certified.

A color video recording on DVD in MPEG 1 will be made of the inspection and submitted to OC San's representative(s), along with the required

Inspection Report. The Inspection Report will include a description, pictures, and location of the defects.

viii. PROJECT ELEMENT 8 – REPAIR OF PIPELINE LINER AND COATING SYSTEMS

Repair of Ameron T-Lock® pipeline liner or other liner materials shall be performed by experienced personnel. All repairs to T-Lock® liners shall be in full compliance with OC San master specification section 06620 - Plastic Liner (Polyvinyl Chloride). Repairs to all other pipeline liner and coating systems shall be in compliance with OC San's master specifications and procedures. The OC San master specifications are available for review upon request at OC San's Plant No.1. This scope of work to include provision of all T-Lock® or Arrow-Lock® repair materials or other pipe-liner and coating repair materials and equipment as needed. All confined space entry support for the liner repairs shall be as indicated for Project Elements 1 or 2 above, as applicable.

ix. PROJECT ELEMENT 9 – INCIDENTAL REPAIRS

Perform incidental repairs to OC San assets during the course of condition assessments. Incidental repairs may be performed on components that have failed or are likely to fail within the next 2 to 5 years and such failure could cause a disruption to the level of service or the asset will experience a significant loss of structural integrity. Incidental repairs may be warranted during the condition assessment to avoid duplication of setup and difficult or high-risk operational conditions. The cost of the incidental repairs performed during a condition assessment Task Order shall not exceed \$49,999. The Contractor shall keep a running total of all billings and expenses so that cost of the incidental repairs for an individual Task Order does not exceed \$49,999. OC San will not exceed this figure.

The repairs may include, but not be limited to, abrasive blasting/ultra-high pressure water blasting; coating and lining application and repair; concrete crack injection; repair of concrete and steel structures; replacement of wear items; mechanical repairs; machining; replacement of valves, repairs to gates, piping, and drains; and welding.

IV. PROJECT MANAGEMENT

The assessment project shall be managed by OC San staff. However, the Contractor shall manage all support Task Order orders including equipment supply, provision of manpower and other directly supplied or subcontracted services as detailed and shall keep OC San apprised of the status of the support effort for each instance.

The Contractor shall provide the key management and supervisory personnel as described in their proposal on this project. The Contractor shall not reassign the key project personnel without prior approval of OC San. OC San may request re-assignment of any of the Contractor's (or subcontractor's) personnel.

The Contractor shall be responsible for the supervision and management of all subcontractors.

A. PROJECT SCHEDULE

Because the on-call Contractor support is for assessments and incidental repairs, a detailed project schedule is not applicable. However, the Contractor shall provide the anticipated levels of support as indicated in Project Elements I through 10 inclusive over the entire contract period. OC San staff will coordinate the planned shutdowns, assessments, and incidental repairs with the Contractor and with OC San operations to ensure that all required resources are available for each Task Order.

For each Task Order, OC San will prepare and issue to the contractor a "Request for Assessment Support/Incidental Repair" that includes a scope of work, schedule, work duration and a not to exceed amount for the services to be provided. No Task Order shall exceed \$99,000, including incidental repairs.

The Contractor shall be capable of responding to OC San Task Order requests within two calendar days. Delays in responses may be cause for cancellation of the contract.

This contract may require the Contractor to work schedules outside of the normal OC San business hours. For example, night work is common and weekend hours may also be necessary because of low flow conditions during these periods.

B. PROJECT DOCUMENTATION

All OC San Projects are divided into five phases. Contractor shall provide support services for all "Project Elements" as listed in Section III of this Scope of Work for the following Phases:

Phase 1 – Project Development (not part of this project)

Phase 2 – Preliminary Design (not part of this project)

Phase 3 – Final Design (not part of this project)

Phase 4 – Construction and Installation Services

Phase 5 – Commissioning Services (not part of this project)

C. CONSTRUCTION AND INSTALLATION SERVICES

Construction and installation services shall be provided by the Contractor on an "as needed" basis to support the corrosion assessments by OC San and perform incidental repairs over the duration of this contract.

D. WORK HOURS/NOISE REQUIREMENTS

When working outside of the property limits of OC San Plants 1 or 2, specific work hours and nighttime schedules may be imposed by CALTRANS, local cities, the County of Orange, or whoever has jurisdiction. Contractor is required to work within those hours of operation and to provide necessary equipment to meet local noise restrictions that may be imposed.

V. SAFETY AND HEALTH REQUIREMENTS

The Contractor and any Subcontractors shall comply with all applicable provisions of the OC San Safety Standards, Federal OSHA, California OSHA, and local regulations, whichever is most stringent.

A. INJURY AND ILLNESS PREVENTION PROGRAM

The Contractor shall prepare and submit a written, Injury and Illness Prevention Program (IIPP). The IIPP must address responsibility, compliance, communication, hazard assessment, incident investigation, hazard correction, and training as required by Title 8, California Code of Regulations, Section 3203. The Contractor shall also prepare and submit safety programs where required by Cal OSHA. These programs may include fall protection, lockout tagout, confined space entry, and hazard communication. The safety plan must be specific to the work being completed and approved prior to the start of work (includes mobilization).

B. CONTRACTOR SAFETY ORIENTATION

The Contractor shall attend a Contractor Safety Orientation (CSO) meeting prior to the start of work. The CSO is an OC San safety orientation conducted between OC San's Risk Management Division (safety and health) and the Contractor. The CSO is conducted once per year or as job conditions or scope of work changes. The Contractor shall participate in these meetings by providing work plans and other requested safety deliverables described below.

C. JOB SAFETY ANALYSIS (JSA)

The Contractor shall prepare Job Safety Analyses for work Task Order orders completed by the Contractor. The JSA is a procedure where each basic step of the work Task Order has identified hazards and recommended controls for the safest way to complete the work Task Order.

D. LOCKOUT TAGOUT (LOTO)

The Contractor shall participate in the OC San LOTO process. OC San will isolate the structure and associated systems prior to Contractor entry into the structure. OC San will prepare a written energy control procedure for the structure. OC San will demonstrate hazardous energy has been controlled by walking each isolation point and reviewing the energy control procedure with the Contractor. The Contractor shall apply their own lock and tag to the OC San lock box upon acceptable and sign the energy control procedure. Each Contractor employee working in the structure must apply their own lock and tag.

E. CONFINED SPACE ENTRY

The Contractor shall assume the work area will be in an area classified as a PRCS. The Contractor shall prepare a PRCS Entry Permit, Entry Procedure and Rescue Plan that describes all procedures, equipment, and methods proposed to be used. A dedicated Rescue Team is required. Calling 911 or

relying on the local fire department for rescue is not acceptable. A ventilation plan is required to be developed by qualified personnel and implemented during any entry into the structure. The Contractor shall monitor the atmosphere during entry for oxygen, carbon monoxide, flammable gases, and hydrogen sulfide. The Contractor should not assume any OC San owned equipment is available for Contractor use. All safety support shall be provided for OC San Inspectors or Engineers at the Contractor's expense. The Contractor shall assume all work areas are classified as a Permit-Required Confined Space (PRCS). The Contractor is required to have a copy of its current confined space entry permit at every job site at all times. The OC San inspector or Engineer may shut down the job site at no additional cost to OC San if the permit is not available upon request. While isolation is provided, the Contractor should assume there will be a potential exposure to wastewater. OC San Risk Management will review submitted Entry Permit, Entry Procedures, Rescue Plan and Ventilation Plan. If accepted, OC San Risk Management will issue the Contractor a Confined Space JHA authorizing the Contractor for such entry.

F. FALL PROTECTION

Fall protection shall be provided around all openings to protect Contractor employees and OC San. Fall protection at openings shall consist of a portable guardrail or other suitable barrier to prevent persons from falling to a lower level. Fall protection will be required for personnel when using Contractor provided extension ladders when accessing the structures. Fall protection will be required when working at heights greater than four feet.

If scaffolding is required, the scaffolding system shall be designed by a scaffold qualified person and erected, inspected and dismantled by a scaffold competent person. The scaffolding shall be supplied by a qualified, experienced scaffolding company. Contractor shall submit scaffold plans prior to use and must be approved by OC San.

G. HOT WORK

Any activity producing spark, flame, or heat will require an OC San issued hot work permit. The Contractor, depending on the activity, will be required to provide appropriate controls in accordance with OC San's hot work program. These controls may include a fire watch, 20-pound fire extinguisher, fire blankets, and atmospheric monitor.

H. CHEMICAL SAFETY

All chemicals brought onsite shall be accompanied with a safety data sheet (SDS). The Contractor must store and use those chemicals in accordance with the SDS and manufacturer instructions.

I. TRAINING RECORDS

Contractor shall submit copies of its employee trainings records to Risk Management for retention.

VI. TRAFFIC CONTROL

All traffic control on public rights of way shall be in accordance with the latest CALTRANS Manual of Traffic Control. Additional local regulations shall have precedence. Safe and adequate pedestrian and vehicular access shall be provided in accordance with Section 7-10 of the Standard Specifications for Public Works Construction, 2006 Edition. For work within OC San facilities, traffic control requirements as determined by OC San shall apply.

Contractor shall prepare or purchase traffic control plans, apply for all traffic control permits and pay all fees and permits for said permits as directed by OC San staff and shall invoice per the attached Cost Proposal Form.

Note: Inadequate or improper signing and delineation for traffic control may be cause for the cancellation of the contract.

VII. SPILL REPORTING AND HANDLING

In the event of any Contractor-related overflow or interruption/backup of customer service, the Contractor shall immediately notify the OC San Control Center at (714) 593-7025 and shall contain and eliminate the overflow.

Workshops with Contractor's staff may be provided by OC San regarding containment methods.

Contractor shall be responsible for any fines levied by others, reimbursement of any agency incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs to customers as of a result of the Contractor's work. This is in addition to any and all costs incurred by customers.

Contractor shall also notify the OC San Control Center immediately of any apparent non-Contractor related spills and/or any abnormal conditions.

VIII. RESEALING MANHOLE and VAULT COVERS

Contractor shall reseal all manholes and vaults opened during the course of the contract that were previously sealed with Calpico #CD-5 duct seal or equal, within 24 hours after work is completed or as directed by OC San staff. Work area around the manhole covers shall be swept clean of all debris after completion of all work at that location.

IX. FOCUS MEETINGS AND DRY RUNS

The Contractor shall prepare for and oversee a focus meeting and a dry run prior to each shutdown and corrosion assessment/incidental repair as directed by OC San staff. The focus meetings and dry runs will serve to share information, discuss technical issues, understand time constraints, receive, and resolve comments, obtain decisions, and receive direction by OC San. These actions shall insure that potential problems can be anticipated and either avoided or minimized. In addition, these activities will identify any specific equipment or spare parts that shall be required on site prior to the shutdown and subsequent work, so that delays are minimized or avoided for the shutdowns.

X. MANAGEMENT OF SUBCONTRACTORS and SUB-CONSULTANTS

The Contractor shall be responsible for and shall manage the activities of all subcontractors and Sub-consultants utilized under this scope of work.

XI. REQUEST FOR CORROSION ASSESSMENT SUPPORT

For each new assessment support Task Order OC San will prepare and issue a "Request for Assessment Support/Incidental Repair" to the support contractor.