

SERVICE CONTRACT
Manhole Frame and Cover Replacement Services
Specification No. S-2021-1258BD

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 Ayala Engineering Inc. with a principal place of business at 8482 East Meadowridge Street, Anaheim, CA 92808 (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OC San desires to temporarily retain the services of Contractor for Manhole Frame and Cover Replacement Services "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 September 29, 2021, 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 (called the "Contract") is made by OC San and the Contractor. The terms and conditions herein exclusively govern the purchase of Services as described in Exhibit "A".

1.2 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" Bid
Exhibit "C" Determined Insurance Requirement Form
Exhibit "D" Contractor Safety Standards
Exhibit "E" Human Resources Policies
Exhibit "F" General Conditions

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

- a. Service Contract
- b. Exhibit "F" General Conditions
- c. Exhibit "C" Determined Insurance Requirement Form
- d. Exhibit "D" Contractor Safety Standards
- e. Permits and other regulatory requirements
- f. Exhibit "E" Human Resources Policies

- g. Exhibit "A" Scope of Work
 - h. Exhibit "B" Bid Price Form
- 1.4 The provisions of this Contract may be amended or waived only by a writing executed by authorized representatives of both Parties hereto.
 - 1.5 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.
 - 1.6 The term "days", when used in the Contract, shall mean calendar days, unless otherwise noted as business days.
 - 1.7 OC San holidays (non-working days) are as follows: New Year's Day, Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
 - 1.8 The term "hours" shall mean 7:00 A.M. to 4:00 P.M., Monday through Friday when used in this Contract.
 - 1.9 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the price provided under "Compensation" below.
 - 1.10 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 Nine Hundred Ninety-Two Thousand One Hundred Five Dollars (\$992,105.00).
 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).

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 an itemized invoice submitted for Services completed in accordance with Exhibit "A". OC San, at its sole discretion, shall be the determining party as to whether the Services have been satisfactorily completed.

4.2 Invoice shall be emailed by Contractor to OC San Accounts Payable at APStaff@OCSan.gov and "INVOICE" with the Purchase Order Number and S-2021-1258BD 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 based upon the criteria set forth in Exhibit "A", 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. Also, refer to Exhibit F – General Conditions, Section entitled 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 all applicable Contractor Safety Standards attached hereto in Exhibit "D" and the Human Resources Policies in Exhibit "E".
17. **Warranties** (Refer to Exhibit F – General Conditions, Section entitled Warranty (Contractor's Guarantee).
18. **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.
19. **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.
20. **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.
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 California 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. **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.
24. **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.

25. Contractor's Employees Compensation

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.
- 25.6 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.

- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. Dispute Resolution**
- 30.1 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.
- 30.2 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 California 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 California 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.

31. **Attorney's Fees** If any action at law or inequity 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 he may be entitled.
32. **Survival** The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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.
38. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
39. **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.
40. **Read and Understood** By signing this Contract, Contractor represents that he has read and understood the terms and conditions of the Contract.

41. **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.
42. **Entire Contract** 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.
43. **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: Jackie Lagade, Principal Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708

Contractor: Ricardo Ayala
Owner
Ayala Engineering, Inc.
8482 East Meadowridge Street
Anaheim, CA 92808

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

AYALA ENGINEERING, INC.

Dated: _____

By: _____

Print Name and Title of Officer

JL

EXHIBIT A
SCOPE OF WORK (CONFORMED)
For
Manhole Frame and Cover Replacement Services

EXHIBIT A
SCOPE OF WORK
Manhole Frame and Cover Replacement Services
Specification No. S-2021-1258BD

1) Background

Orange County Sanitation District (OC San) is a public agency responsible for collecting, treating, and safely disposing of wastewater and its residuals. OC San's collection system includes approximately four thousand (4,483) manholes. The purpose of this Scope of Work (SOW) is to replace the damaged manhole frames and covers identified by OC San with OC San provided frames and covers.

2) Description of the Work

The SOW is inclusive of the following items:

- A. Contractor shall replace defective manhole frames and covers identified by OC San throughout its service area with frames and covers provided by OC San.
- B. OC San estimates replacement of approximately seventy five (130) manhole frames and covers annually. OC San does not guarantee the actual quantity of the manhole frames and covers to be replaced.
- C. Contractor shall replace defective manhole frames and covers identified in work orders issued by OC San. OC San will endeavor to group work orders by city due to specific permit and traffic control requirements to the greatest extent possible. Replacement shall include:
 - Removal and disposal of existing collar, frame, cover, and broken/damaged grade ring(s)
 - Installation of new frame and cover (type, size, style as indicated)
 - Construction of new reinforced collar
 - Contractor shall refer to OC San Standard Drawings, Appendix A, for additional details.
- D. When manholes frame and covers are located within a concrete pad:
 - The Contractor shall sawcut a 4 foot by 4 foot around a 24" frame and cover.
 - Or the Contractor shall sawcut a 5 foot by 5 foot around a 36" frame and cover.
 - The Contractor shall epoxy dowel in 18" long ¾" diameter dowels at 18" O.C. and match the thickness of adjacent pavement + 2", or as directed by the onsite inspector.
- E. Contractor shall replace defective manhole frames and covers identified in work orders issued by OC San. OC San will endeavor to group work orders by city due to specific permit and traffic control requirements to the greatest extent possible. Replacement shall include:
 - Removal and disposal of existing collar, frame, cover, and broken/damaged grade ring(s)
 - Installation of new frame and cover (type, size, style as indicated)
 - Construction of new reinforced collar
 - Contractor shall refer to OC San Standard Drawings, Appendix A, for

additional details.

- F. Contractor shall seal the manhole components that are adjusted or otherwise impacted by frame and cover installation.
- Sealing method shall match the existing manhole corrosion protection system (lining or coating) per OC San manhole adjustment detail.
 - Coatings shall be supplied by the Contractor and shall be applied by a manufacturer certified applicator.
 - PVC manhole toppers shall be provided by the Contractor and installed by the Contractor.
 - The PVC manhole toppers shall be installed by Ameron trained and certified workers.
 - All corrosion protection shall be tested for pinholes or probed for weak welds prior to acceptance.
- G. For manholes which are coated with polyurethane or epoxy, the Contractor shall perform the necessary repairs with the same product already in the manhole such as Sancon 100, Sprayroq. Alternatively, the repairs may be performed with a 2-component epoxy such as Sikadur 31 Hi-Mod.
- H. Contractor shall paint existing OC San Exterior Grade Rings/concrete when required to be above Grade, Safety Yellow. (Sherwin Williams SW4084 Safety Yellow Paint or equivalent)
- I. OC San will provide the Contractor with location maps identifying manhole locations with each work order.

3) Work Elements

The Contractor shall ensure that all spoils and debris are removed from the work site on a daily basis. Any spilled Portland cement concrete (PCC) shall be cleared, swept, and removed to the satisfaction of OC San and/or the agency having jurisdiction.

The Contractor shall complete OC San work orders within thirty (30) calendar days unless extended in writing by OC San. Extensions of time to work orders will be at the sole discretion of OC San. Frequent lengthy delays in responses to work orders may be cause for termination of the Contract.

There may be emergency situations that will require the Contractor to respond on short notice. For these situations, the Contractor shall respond within twenty-four (24) hours of receiving the work order and include the emergency response fee included in Exhibit "B" in addition to the regular charges for the work.

4) Street Resurfacing

Depending on the jurisdictional requirements of each work location (City, County, etc.), finish grade may be Portland cement concrete (PCC) or asphalt concrete (AC). The Contractor is to determine each jurisdiction's finish grade requirements when applying for permit. If finish grade is AC, capping must occur within three (3) business days of the actual frame and cover replacement. A tack coat shall be applied prior to placing the hot mix AC. The depth of the AC cap shall be a minimum of 1½ inches and shall be vibrated in place with a plate compactor. Finish grade of the new frames and covers must match existing street grade without any low or high spots.

5) Odor Abatement

- A. Upon direction from OC San the Contractor shall reseal manhole covers with duct seal Cal Pico #CD-5, or equal. OC San shall provide the Contractor with the sealing material at no cost to the Contractor. Work area around the manhole is to be swept clean of all debris. Failure to properly seal a manhole following the completion of work may be cause for termination of the Contract.
- B. During construction, if needed, OC San will provide the Contractor with odor abatement spray to help neutralize odors and reduce the risk of odor complaints.

6) Contractor Requirements

The Contractor shall furnish all labor, materials, equipment, and incidentals necessary for the removal and replacement of defective manhole frames and covers located throughout the OC San service area.

Contractor shall have verifiable experience replacing/repairing sewer manhole frames and covers for the past three (3) years. Contractor shall submit the agency name(s), contact names, and telephone numbers for the reference(s).

Contractor shall have Ameron trained and certified workers to perform all PVC manhole topper work.

7) OC San Provided Frames and Covers

Replacement frames and covers will be provided by OC San at no cost to the Contractor. These items will be made available for pick up by the Contractor at the OC San Plant 1 warehouse (located at 10844 Ellis Ave in Fountain Valley) and will be provided in quantities necessary to fulfill each individual work order. Warehouse business hours are from 7:00 AM to 3:30 PM Monday – Thursday. The Contractor shall be responsible for the pick up and transportation of the new frames and covers to the job site/work locations.

8) Permits and Access

Contractor shall prepare applications, submit, and acquire all permits required by agencies having jurisdiction for all aspects of the work performed within their jurisdiction including, but not limited to, traffic control and or encroachment permits. OC San will only reimburse the Contractor for those permit fees that are specific to the work orders and approved by the jurisdiction(s) having authority.

9) Traffic Control

All traffic control shall be in accordance with the latest Caltrans “Manual of Traffic Control.” Additional local regulations shall have precedence. Contractor shall apply for all traffic control permits and pay all fees for said permits. OC San shall reimburse Contractor **only** for fees paid for approved permits. Safe and adequate pedestrian, bicyclist, and vehicular access shall be provided in accordance with Section 7-10 of the Standard Specifications for Public Works Construction (The “Greenbook”), 2018 Edition.

The Contractor shall provide standard lane closures at no additional cost to OC San. For traffic control requiring flag men, pilot cars, and arrow boards (or as required by the

permitting agency) OC San will pay the contractor(s) per the cost as submitted on the Bid Price Form, Exhibit "B".

Inadequate or improper signing and delineation for traffic control may be cause for termination of the Contract.

10) General Work Hours

This SOW is to be completed during normal work hours, Monday through Friday 7:00 a.m. – 4:00 p.m. or as required by the permit. Night work and weekend hours may be necessary due to traffic conditions and permit restrictions.