

**SERVICE CONTRACT
OPERATIONS AND MAINTENANCE COATING REHABILITATION PROGRAM ON-CALL
CONTRACTOR SERVICES
Specification No. S-2020-1191BD**

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 "OCSD") and **Techno Coatings, Inc.** with a principal place of business at **1391 Allec St., Anaheim, CA 92805** (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OCSD desires to temporarily retain the services of Contractor for **OPERATIONS AND MAINTENANCE COATING REHABILITATION PROGRAM ON-CALL CONTRACTOR SERVICES** "Services" as described in Exhibit "A"; and

WHEREAS, OCSD has chosen Contractor to conduct Services in accordance with Ordinance No. OCSD-52; and

WHEREAS, on **October 28, 2020**, the **Board of Directors** of OCSD, by minute order, authorized execution of this Contract between OCSD 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 OCSD 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" Acknowledgement of Insurance Requirements
Exhibit "D" OCSD Safety Standards
Exhibit "E" Human Resources Policies
Exhibit "F" **Not Used**

1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions of this Contract shall in all respects govern and control.

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 OCSD 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”, when used in this Contract, shall be as defined in Exhibit “A”.
- 1.9 Contractor shall provide OCSD 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, OCSD 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 OCSD.
2. **Compensation** Compensation to be paid by OCSD to Contractor for the Services provided under this Contract shall be a total amount not exceed **Three hundred twenty nine thousand nine hundred twenty five Dollars (\$329,925.00)**.
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 OCSD and/or general public upon request, provided the public request is made through OCSD, 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 OCSD shall pay, net thirty (30) days, upon receipt and approval, by OCSD’s Project Manager or designee, of itemized invoices submitted monthly for Services rendered in accordance with Exhibit “A”. OCSD, 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 OCSD Accounts Payable at APStaff@OCSD.com and "INVOICE" with the Purchase Order Number and **S-2020-1191BD** 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, OCSD 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 OCSD at any time. All modifications must be made in writing and signed by both Parties.
8. **Contract Term** The Services provided under this Agreement shall be for the period of **one (1)** year commencing on the effective date of the Notice to Proceed.
9. **Renewals**
- 9.1 OCSD 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. OCSD shall make no obligation to renew nor give reason if it elects not to renew.
- 9.2 This Contract may be renewed by OCSD Purchase Order.
10. **Extensions** The term of this Contract may be extended only by written instrument signed by both Parties.
11. **Performance** Time is of the essence in the performance of the provisions hereof.
12. **Termination**
- 12.1 OCSD 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 OCSD of intent to terminate. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OCSD 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 OCSD from any further fee, cost or claim hereunder by Contractor other than for work performed to the date of termination.
- 12.2 OCSD reserves the right to terminate this Contract immediately upon OCSD'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 OCSD 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 OCSD property in the possession or control of Contractor shall be returned by Contractor to OCSD 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 Acknowledgement of Insurance Requirements (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 OCSD, 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 OCSD, Contractor shall indemnify, protect, defend and hold harmless OCSD, 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 OCSD, and with well qualified, adequately insured, and experienced legal counsel acceptable to OCSD.
16. **OCSD Safety Standards** OCSD requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as OCSD Safety Standards while working at OCSD locations. If during the course of the Contract it is discovered that OCSD 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 OCSD. Contractor and all of its employees and subcontractors, shall adhere to all applicable OCSD Safety Standards attached hereto in Exhibit "D" and the Human Resources Policies in Exhibit "E".
17. **Warranties** In addition to the warranties stated in Exhibit "A", the following shall apply:
- 17.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence

on the date of acceptance by the OCSD Project Manager or designee of the work as complete.

- 17.2 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work as specified in Exhibit "A", OCSD informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract, Contractor shall, within the time agreed to by OCSD and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.

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; ~~2) it has investigated the site of the work and is aware of all conditions there;~~ and 3) 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 OCSD, it shall immediately inform OCSD of this and shall not proceed, except at Contractor's risk, until written instructions are received from OCSD.

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.

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 OCSD 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 OCSD 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

- 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 – OCSD 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, OCSD 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 OCSD, 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 OCSD 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 OCSD does not object shall not operate as a waiver of OCSD'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 OCSD rejects the goods or Services or revokes acceptance of the goods or Services, OCSD may (1) cancel the Contract; (2) recover whatever amount of the purchase price OCSD has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Contractor. In the event OCSD elects to "cover" as described in (3), OCSD 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**
- 31.1 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.
- 31.2 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.

32. **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.
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 OCSD's Property** Any of OCSD'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 OCSD.
36. **Disclosure** Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OCSD.
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 OCSD 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 OCSD's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OCSD'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 OCSD. 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 OCSD and Contractor.
40. **Non-Liability of OCSD Officers and Employees** No officer or employee of OCSD shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OCSD 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 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.

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:

OCSD: Darius Ghazi
Senior Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708

Contractor: Donald Watson
Vice President
Techno Coatings, Inc.
1391 Allec St.
Anaheim, CA 92805

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: _____
David John Shawver
Chair, Board of Directors
or Operations Committee

Dated: _____ By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____ By: _____
Ruth Zintzun Date
Purchasing & Contracts Manager

COMPANY

Dated: _____ By: _____

Print Name and Title of Officer

IRS Employer's I.D. Number

Exhibit A
SCOPE OF WORK
For
Operations and Maintenance Coating Rehabilitation Program On-Call Contractor
Services

**EXHIBIT A
SCOPE OF WORK
OPERATIONS AND MAINTENANCE COATING REHABILITATION PROGRAM
ON-CALL CONTRACTOR SERVICES
SPECIFICATION NO. S-2020-1191BD**

1. ORGANIZATIONAL INFORMATION

Orange County Sanitation District (OCSD) 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.

2. SUMMARY

- 2.1. This scope of work is for on-call Contractor support services related to coatings rehabilitation maintenance as part of the OCSD Coatings Rehabilitation Program of OCSD assets including: pipelines, bridges, catwalks, clarifiers, digesters, mixers, volutes, pumps, and other structures to be determined by the OCSD project manager (Project Manager). The Contractor shall provide all personnel and equipment for as needed maintenance rehabilitation of OCSD assets including performing maintenance tasks such as cleaning, surface preparation, permit-required confined-space entry, scaffolding, painting, dust containment, ventilation, incidental repairs, inspection, and testing in order to perform the related coating rehabilitation work in quantities defined by and as directed by the Project Manager within individually issued Task Orders.
- 2.2. Required services include, but are not limited to the following:
 - 2.2.1. SSPC SP-1 Solvent Cleaning by 3,000 psi water jetting with alkaline cleaner.
 - 2.2.2. Testing of surfaces for soluble salts and removal of salts detected.
 - 2.2.3. Spot-coat coating system of exterior surface of corroded areas with 6-mil epoxy system including SSPC SP3 Power Tool cleaning surface preparation and all associated work.
 - 2.2.4. Epoxy intermediate coat exterior surfaces with 6-mil epoxy system and 3-mil polyurethane top-coat system and all associated work.
 - 2.2.5. Prime coat interior surfaces with 6-mil epoxy system including SSPC SP-10 White Metal Blast Cleaning surface preparation with non-silica abrasive, dust containment, and associated work, and epoxy top-coat interior surfaces with 6-mil epoxy system.
 - 2.2.6. Testing of coatings per CA Title 22 CAM 17 TTL Section 66261.24 of coatings for metal present including collection and placement of materials in OCSD-provided containers. Contractor shall contract for the services of EnviroMatrix Analytical, Inc., 4340 Viewridge Avenue, Suite A, San Diego, CA 92123 (858-560-7717), Xenco Laboratories, 4143 Greenbriar Drive, Stafford, TX 77477 (281-240-4200) or a similar laboratory services firm, to provide collection of the sample, analysis of metals per the standard, and submission of test results to the Project Manager.
 - 2.2.7. Confined space entry support including all essential equipment for entry and rescue, preparation of OCSD-required safety plans, focus meetings, shutdown dry runs, and coordinating Lock Out Tag Out (LOTO), plus full self-contained breathing apparatus (SCBA) or supplied air support. For all work, Contractor personnel to be Confined Space Entry and SCBA (Self-Contained Breathing Apparatus) Certified.

- 2.2.8. Dewatering or pumping of immediate work areas and associated work areas.
 - 2.2.9. Forced-air ventilation for safety.
 - 2.2.10. Water jetting – structure cleaning prior to OCSD assessments and Contractor painting work.
 - 2.2.11. Debris, grit and rag removal prior to OCSD assessments and Contractor painting work.
 - 2.2.12. Provide scaffolding for structure access during work and for OCSD inspections.
 - 2.2.13. Provide subcontracted welding and minor fabrication work per Project Manager direction, as associated with painting work.
- 2.3. The Contractor shall at all times provide services to ensure compliance with OCSD standards (see Confined Space Entry Safety Plan per Appendix A). It is anticipated that the Contractor will subcontract with suitably qualified and approved specialist companies as necessary for the provision of specific services and equipment as needed to augment the directly provided services.
- 2.4. The Contractor shall submit documentation showing they possess valid SSPC-QP1 certification and Class C-33 Painting and Decorating Contractors license Per Title 16, Division 8, Article 3 of the California Code of Regulations for the full duration of the contract.
- 2.5. Contractor shall provide five (5) references that show that they have previous successful experience with the specified or comparable coating systems. Contractor shall include the name, address, and the telephone number for the owner of each installation for which the painting Contractor provided the protective coating. Contractor shall provide to the Project Manager documentation that they comply with these requirements prior to the application of coatings.

3. PROJECT DESCRIPTION AND PROJECT ELEMENTS

3.1. GENERAL PROJECT DESCRIPTION

- 3.1.1. The purpose of this project is to provide OCSD with on-call Contractor-support services detailed in Project Elements and summarized in defined Task Orders issued by, and with unit quantities set, by the Project Manager, to provide coating rehabilitation of OCSD assets and carry out minor repairs, related to its Coatings Rehabilitation Program. All costs for any work outlined in this scope-of-work shall be incorporated into Task Orders by the Contractor per the unit rates provided by the Contractor in the Cost Proposal Form Project Elements with no additional costs outside of the unit costs allowed.
- 3.1.2. The level of Contractor work will vary for each Task Order structure to be coated depending upon the specific facility and the planned level of coating that is either desired or is practical. In all instances the coating rehabilitation work and quantities of Project Elements will be directed by the Project Manager and not by the Contractor.
- 3.1.3. The Contractor will provide the required coating rehabilitation work as determined on a case by case basis, defined in each numbered Task Order. All subcontractors will be approved by the Project Manager prior to performing any services under this contract.
- 3.1.4. The extant coating is generally assumed to be intact two-coat epoxy with polyurethane top coat of 18 mils nominal thickness, per SSPC PA2, with ASTM D6677 Rating 10 adhesion.
- 3.1.5. For each Task Order the Project Manager will outline the coating rehabilitation work to be provided by the Contractor and the schedule for providing those services. Cost for each

Task Order will be aggregated per the Projects Elements included therein. It is also anticipated that the Contractor will provide input into, and prepare, a detailed work plan in order to optimize the coating rehabilitation work. This will involve preliminary focus meetings and job walks with the Project Manager to finalize the requirements to perform the required coating rehabilitation work of the Task Order. The cost for such measures shall be incorporated into unit costs for Project Elements.

3.1.6. The Contractor shall provide the following services:

- 3.1.6.1. Water Jetting with Cleaner—SSPC SP-1 (Steel Structures Painting Council) SSPC SP1 Solvent Cleaning by 3,000 – 5,000 psi water jetting with suitable, approved, alkaline cleaner prior to surface preparation and coating. Slag, weld spatter, or sharp edges such as those created by welding, flame cutting and shearing from retrofitting or that is not previously removed by the fabricator at the defective coating areas requiring repair shall be removed by chipping and/or grinding. All sharp edges shall be peened, ground or otherwise blunted as required by the PROJECT MANAGER in accordance with NACE SP0178. The rolled edges of angles, channels, and wide flange beams do not normally require further rounding unless specifically directed by the PROJECT MANAGER. Assume there will be up to 15 square feet of weld spatter that requires removal per 1,000 square feet of cleaned surface, and that there will be up to 20 lineal feet of sharp edges that require smoothing as described per 1,000 square feet of cleaned surface.
- 3.1.6.2. After solvent cleaning by high pressure (3,000 – 5,000 psi) water jetting, use of alkaline cleaning of the surface and SP-2,3/10 surface preparation, the Contractor shall test the exposed-metal surfaces for soluble salts with the use of Chlor*Test CSN Salts as manufactured by Chlor*Rid International or equal, and the surfaces shall have a concentration of less than 5 micrograms per square centimeter ($\mu\text{g}/\text{cm}^2$) of chlorides, sulfates, or nitrates. A test shall be conducted for each 1,000 square feet and a minimum of one test per Project Element. If the soluble salt test indicates chloride, sulfate, or nitrate concentrations greater than those outlined in these specifications, the Contractor shall use Chlora*Wash, as manufactured by Chlor*Rid International or equal, in the water source during water cleaning to remove the salts from the substrate, for the entire surface that is tested. A substrate's surface preparation will be accepted once the soluble salt concentration is below the specified level.
- 3.1.6.3. Exterior Spot-Coating- Poor to Good Existing Surface Condition—Spot coat coating system (on SSPC Vis 3 Initial condition E or G, as defined) for exterior surfaces of corroded areas with 6-mil Carboline Carboguard 890 VOC, Tnemec Series L69L Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal, epoxy system including SSPC SP3 Power Tool Cleaning surface preparation, dust control (visible emissions from dust producing operations restricted to no greater than Level 1 (1% of work day) as defined in SSPC Guide 6, with assessed visible emissions per 40 CFR60, App A, Method 22), coating, curing, containment, disposal of materials, and all labor, materials, equipment, including scaffolding for access to surfaces.
- 3.1.6.4. Exterior Surface Intermediate- and Top-Coating—Epoxy intermediate and top-coat exterior surfaces with 6-mil epoxy (Carboline Carboguard 890 VOC, Tnemec Series L69F Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal) system including SP-3 Power Tool surface preparation, dust control and

containment (visible emissions from dust producing operations restricted to no greater than Level 1 (1% of work day) as defined in SSPC Guide 6, with assessed visible emissions per 40 CFR60, App A, Method 22), coating, curing, testing, containment, disposal of materials, and all labor, materials, equipment, including scaffolding for access to surfaces. Polyurethane top coat 3-mil epoxy polyurethane system with 3-mil Carboline Carbothane 133 MC, Tnemec EnduraShield Series 1095, Sherwin Williams Acrolon 100 urethane, or equal, top coat including coating, curing, testing, containment, disposal of materials, and all labor, materials, equipment.

- 3.1.6.5. Interior Surface Prime-Coating-Good to Poor Existing Surface Condition—Prime coat (on SSPC Vis 1 Initial condition G₁ or G₃, as defined) interior surfaces with 6-mil Carboline Carboguard 890 VOC, Tnemec Series L69F Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal, epoxy system including SP-10 White Metal Blast Cleaning surface preparation, grinding, dust control and containment, curing, testing, complete dust containment (visible emissions from dust producing operations restricted to no greater than Level 1 (1% of work day) as defined in SSPC Guide 6, with assessed visible emissions per 40 CFR60, App A, Method 22), disposal of materials, and all labor, materials, equipment, and dewatering, including scaffolding for access to surfaces.
- 3.1.6.6. Epoxy top-coat interior surfaces with 6-mil Carboline Carboguard 890 VOC, Tnemec L69F Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal, epoxy system coating, curing, testing, dust control and containment, disposal of materials, and all labor, materials, equipment, and dewatering, including scaffolding for access to surfaces.
- 3.1.6.7. Abrasive-Abrasive Dust-Containment—Dust-containment apparatus to limit visible dust control for all surfaces being prepared with surface preparation methods (visible emissions from dust producing operations restricted to no greater than Level 1 (1% of work day) as defined in SSPC Guide 6, with assessed visible emissions per 40 CFR60, App A, Method 22).
- 3.1.6.8. State of California CA Title 22 CAM 17 TTLC per Section 66261.24 testing, and if any metals present, Contractor providing for collection and placement in OCS D-provided containers, for disposal of materials by OCS D, units pounds.
- 3.1.6.9. Confined space entry support to include but not limited to confined space entry supervisor, attendant, entrant, rescue personnel, all entry and exit equipment, air quality monitoring equipment, standard safety equipment (including all PPE [personal protective equipment], winches, harnesses and ropes to carry out the required support work scope). The Contractor's entry supervisor shall prepare all safety plans and coordinate lock-out tag-out (LOTO) with the Project Manager for each assessment (see Appendix B). Complete confined-space entry support shall be provided for up to two OCS D personnel for all elements of work.
- 3.1.6.10. The Contractor shall provide coatings quality control inspection devices, services, and reports consisting of:
 - 3.1.6.10.1. The Contractor shall furnish inspection devices in good working condition for the evaluation of surface preparation, presence of chlorides and deleterious surface salts, detection of holidays, psychrometer, US Chamber of Commerce Weather Bureau book of psychrometric tables, magnetic contact or infrared

surface temperature thermometer, surface-profile condition comparator, replicator or profilometer, SSPC/NACE VIS 1 and 3 standards, wet film thickness gage dry film thickness gages for ferrous metallic, nonferrous metallic and nonmetallic substrates, and high and low voltage holiday test units. Dry-film thickness gauges shall be made available for OCS D use at all times while coating is being done. Holiday detection devices shall be operated only in the presence of the Project Manager or their designee. The Contractor shall maintain hard- and electronic-copies of all submittal data at all times, make submittals available to the Project Manager during the course of the project on a daily basis, and provide a complete hard-copy and electronic copy of submittals to the Project Manager at the completion of the each Task Order.

- 3.1.6.10.2. The Contractor shall holiday test all coated metallic surfaces in the presence of the Project Manager per NACE SP0188 and ASTM D5162 for metallic substrates and ASTM D4787 for nonmetallic substrates. All areas containing holidays shall be marked and repaired or recoated in accordance with the coating manufacturer's printed instructions and these specifications, and then retested. Coatings with a dry film thickness of 20 Mils or Less: Tinker & Rasor Model M1, K-D Bird Dog, or equal shall be used, operating at less than 100 volts. The coating shall be completely cured prior to testing. A non-sudsing-type wetting agent, such as Kodak Photo-Flo, or equal, may be added to the water prior to wetting the detector sponge upon approval of the Project Manager.
- 3.1.6.10.3. On each ferrous, nonferrous, and nonmetallic substrate to be coated, both wet-film coating thickness and dry-film coating thickness shall be measured. The wet-film coating thickness shall be per ASTM D4414. Dry film thickness shall be measured with non-destructive film thickness gauge per ASTM D7091. On ferrous metals, the dry-film coating thickness shall be measured in accordance with the SSPC-PA2. The sampling of film thickness of structural members or irregular surfaces shall be tested in frequency and locations to a modified version of SSP-PA2, as determined by the Project Manager.
- 3.1.6.10.4. On all areas to receive coating, Contractor shall measure and record environmental conditions consisting of surface temperature, ambient temperature, and dewpoint temperature just prior to coating, and not proceed with coating unless or until surface temperature is more than 5°F above dewpoint temperature.
- 3.1.6.10.5. Measurement of bond strength of the protective coating to the substrate shall be made in accordance with ASTM D4541 by the Contractor and in the presence of the Project Manager. Scoring of samples will be done prior to testing down to substrate. The number of locations on the coated areas to be tested, and the area that each test is to cover, shall be defined by the Project Manager after application of the coating. As a minimum, two adhesion tests shall be conducted, and have two or more 20 mm dollies fixed and pulled in accordance with ASTM D4541 using a Type II (test Method B) Adhesion tester, such as an elcometer 106 instrument, or equal. The coating shall be tested following the epoxy coating application, and shall exceed 500 psi for coated steel surfaces. For each test that fails, two additional tests shall be performed in the same area as chosen by the Project Manager. Further adhesion tests may be performed by the Project Manager or their designee to determine the extent of potentially deficient bonded areas, with attendant repairs of test sites in accordance with

the coating manufacturer's recommendations and these specifications by the Contractor. If two consecutive dollies in the same area tests fail, the coating in that defined area, the pipe section out of the six being tested, shall be removed and replaced at the expense of the Contractor. Adhesion testing shall then be completed on the replaced coating in accordance with these requirements.

- 3.1.6.10.6. If directed by the Project Manager, the Contractor shall destructively test the coating in accordance with ASTM D4138 with an instrument such as a Tooke Gage to determine the dry-film coating thickness. Repairs to the coating following the destructive testing shall be by the Contractor. The Contractor shall assume that up to 20 locations will be tested in this manner for each Project Element.
- 3.1.6.10.7. Surface Preparation: Evaluation of abraded-cleaned metallic surface preparation work will be based upon comparison of the blasted surfaces with the standard SSPC -Vis 3 Guide for Power and Hand Tool Cleaning of Steel Surfaces, and as described herein. The Contractor shall provide samples for comparison.
- 3.1.6.10.8. For each Project Element completed, the Contractor shall provide a complete daily coatings test reports for all elements listed above including, though not limited to: environmental conditions, wet and dry-film thickness, surface-profile visual standards condition, holiday testing, soluble salt levels, destructive testing, and adhesion testing, by 10 am the next business day and prior to continuation of follow-on work.
- 3.1.6.11. Provide SCBA/SABA (self-contained breathing apparatus/supplied-air breathing apparatus) equipment where required, for all confined space entrants and for emergency rescue crew, and for OCSD entrants.
- 3.1.6.12. Forced-air ventilation equipment including fans, ducting and portable generators as needed to permit, where practical, non-SCBA entry for the OCSD assessment engineers and Contractor's support crews.
- 3.1.6.13. Provision of submersible or grade-mounted pumps of appropriate rating and capacity to dewater the identified structures for coating rehabilitation work.
- 3.1.6.14. Debris and rag removal prior to coating rehabilitation work using vacuum excavation equipment (e.g., Vactors) or other approved equipment.
- 3.1.6.15. Through a licensed and Project Manager-approved sub-contractor provide scaffolding access for structure assessments and repair activities.
- 3.1.6.16. Contractor shall, prior to arrival on site and commencement with each Task Order, provide submittals and receive acceptance by the OCSD Project Manager for:
 - 3.1.6.16.1. PRCs (permit-required confined space) program that includes training, rescue, ventilation, and entry procedures;
 - 3.1.6.16.2. Scaffolding equipment to be used, including configuration and certifications;
 - 3.1.6.16.3. Fall protection to be used, including configuration and certifications;
 - 3.1.6.16.4. SDS (material safety data sheets) for all materials brought on site; and

- 3.1.6.16.5. SSSP (site-specific safety plans) for coatings operations that includes processes of access, surface preparation, and coating application for each specification applied; and respiratory protection equipment to be used, including configuration and certifications.
- 3.1.6.17. All personnel on site, at all times, shall don minimum safety equipment including approved hard hat, safety glasses, safety vest, steel-toe shoes, and four-gas air monitor.
- 3.1.6.18. Dust-containment enclosure to limit visible dust control for all surfaces being prepared with surface preparation methods (visible emissions from dust producing operations restricted to no greater than Level 1 (1% of work day) as defined in SSPC Guide 6, with assessed visible emissions per 40 CFR60, App A, Method 22).
- 3.1.6.19. For work locations requiring it, confined space entry and support for Contractor and up to two OCSD personnel, including scaffolding for 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) to perform the required assessments. Entry supervisor shall prepare the required safety plans with OCSD Safety staff, coordinate LOTO with OCSD personnel for each assessment, and coordinate and attend a dry run and a focus meeting prior to each project to identify and address problems as far in advance as practical. All support services for confined-space entry support shall include provisions for self-contained breathing apparatus (SCBA), supplied air breathing apparatus to include all equipment as required by OSHA and OCSD procedures for all confined space entrants and for emergency rescue crews, and personal four-way gas detectors for all entrants, including detectors for up to two OCSD Contract staff, and for applicable attending personnel.
- 3.1.6.20. The Contractor and its sub-contractors' staff must be able to communicate in English both verbally and in writing with OCSD 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, OCSD's plans, drawings, and specifications as necessary. All work and equipment utilized shall conform to Fed OSHA and Cal OSHA Title 8 requirements including, but not limited to, work performed in confined spaces and/or gas hazardous environments.

3.2. PROJECT ELEMENTS

Each Task Order issued by the Project Manager will consist of Project Elements and be billed per the unit rates provided by the Contractor in the Cost Proposal Form based on OCSD-defined quantities. For any given Task Order, the Contractor will be required to supply all manpower and equipment to provide for a combination of Project Elements as determined by the Project Manager to meet the needs of that Task Order. All elements of work that is required as outlined in this scope of work, though not specifically stated in Project Elements, shall be incorporated into unit rates provided by the Contractor within the Cost Proposal Form.

PROJECT ELEMENT 1 – SOLVENT CLEANING BY 3,000 PSI WATER JETTING

SSPC SP-1 (Steel Structures Painting Council) SSPCSP1 Solvent Cleaning by 3,000 psi water jetting with suitable, approved, alkaline cleaner prior to surface preparation and coating. The Contractor shall provide water jetting equipment with a minimum of 300 feet of associated hoses, and trained operators to adequately clean surfaces prior to inspection and coating. All water, power generation, and removal of jet water with contained debris to be performed by the Contractor. All extracted material shall be isolated and disposed of at OCSD's Plant No. 1. Contractor shall provide or subcontract higher pressure water jetting equipment if required by the Project Manager. Slag, weld spatter, or sharp edges such as those created by welding, flame cutting and shearing from retrofitting or that is not previously removed by the fabricator at the defective coating areas requiring repair shall be removed by chipping and/or grinding. All sharp edges shall be peened, ground or otherwise blunted as required by the PROJECT MANAGER in accordance with NACE SP0178. The rolled edges of angles, channels, and wide flange beams do not normally require further rounding unless specifically directed by the PROJECT MANAGER. Assume there will be up to 15 square feet of weld spatter that requires removal per 1,000 square feet of cleaned surface, and that there will be up to 20 lineal feet of sharp edges that require smoothing as described per 1,000 square feet of cleaned surface.

PROJECT ELEMENT 2 – EXTERIOR SPOT-COATING SYSTEM (GOOD EXISTING-CONDITION SURFACES)

Spot coat coating system for exterior surfaces of corroded areas with SSPC Vis 3 Initial Condition E with 6-mil Carboline Carboguard 890 VOC, Tnemec Series L69F Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal, epoxy system including SSPC SP3 Power Tool Cleaning surface preparation, testing (including soluble), dust control, coating, curing, containment, disposal of materials, and all labor, materials, equipment, including scaffolding for access to surfaces.

PROJECT ELEMENT 3 – EXTERIOR SPOT-COATING SYSTEM (POOR EXISTING-CONDITION SURFACES)

Spot coat coating system for exterior surfaces of corroded areas with SSPC Vis 3 Initial Condition G with 6-mil Carboline Carboguard 890 VOC, Tnemec L69F Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal, epoxy system including SSPC SP3 Power Tool Cleaning surface preparation, testing (including soluble), dust control, coating, curing, containment, disposal of materials, and all labor, materials, equipment, including scaffolding for access to surfaces and Permit-Required Confined Space entry procedures, personnel and equipment.

PROJECT ELEMENT 4 – EXTERIOR EPOXY INTERMEDIATE- AND TOP-COATING EXTERIOR SURFACES

Epoxy intermediate- and top-coating exterior surfaces with 6-mil epoxy (Carboline Carboguard 890 VOC, Tnemec L69F Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal) system including SP-3 Power Tool surface preparation, dust control and containment, coating, curing, testing, containment, disposal of materials, and all labor, materials, equipment, including scaffolding for access to surfaces. Polyurethane top coat 3-mil epoxy polyurethane system with Carboline Carbothane 133 MC, Tnemec EnduraShield Series 1095, Sherwin Williams Acrolon 100 urethane, or equal, top coat including coating, curing, testing, containment, disposal of materials, and all labor, materials, equipment.

PROJECT ELEMENT 5 – PRIME COAT INTERIOR SURFACES (GOOD EXISTING-CONDITION SURFACES)

Prime coat interior surfaces with SSPC Vis 1 Initial Condition G₁ using 6-mil Carboline Carboguard 890 VOC, Tnemec L69F Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal, epoxy system including SSPC SP-10 White Metal Blast Cleaning surface preparation with non-silica abrasive, grinding, dust control and containment, curing, disposal of materials, and all labor, testing (including soluble salt), materials, equipment, and dewatering, including scaffolding for

access to surfaces and Permit-Required Confined Space entry procedures, personnel and equipment.

PROJECT ELEMENT 6 – PRIME COAT INTERIOR SURFACES (POOR EXISTING-CONDITION SURFACES)

Prime coat interior surfaces with SSPC Vis 1 Initial Condition G₃ using 6-mil Carboline Carboguard 890 VOC, Tnemec L69F Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal, epoxy system including SSPC SP-10 White Metal Blast Cleaning surface preparation with non-silica abrasive, grinding, testing (including soluble), dust control and containment, curing, disposal of materials, and all labor, materials, equipment, and dewatering, including scaffolding for access to surfaces and Permit-Required Confined Space entry procedures, personnel and equipment.

PROJECT ELEMENT 7– EPOXY TOP-COAT INTERIOR SURFACES WITH EPOXY SYSTEM

Epoxy top-coat interior surfaces with 6-mil Carboline Carboguard 890 VOC, Tnemec L69F Hi-Build Epoxoline II, Sherwin Williams Macropoxy 646, or equal, epoxy system coating, curing, testing, dust control and containment, disposal of materials, and all labor, testing, materials, equipment, and dewatering, including scaffolding for access to surfaces and Permit-Required Confined Space entry procedures, personnel and equipment.

PROJECT ELEMENT 8– POLYMER COMPOSITE SYSTEM

Two-component, 100 percent solids multi-purpose polymer composite epoxy system, Belzona 1111 Super Metal, Enecon Duralloy Metalclad DurAlloy, ARC 10 Machinable Polymer, or equal, which can be machined, drilled, tapped, filed, sanded, and polished, applied at 250-mil minimum in one application to restore original surface, applied over SSPC Vis 1 Initial Condition G₃ with SSPC SP-10 White Metal Blast Cleaning using non-silica abrasive surface preparation, grinding, dust control and containment, curing, disposal of materials, and all labor, testing (including soluble salt), materials, equipment, and dewatering, including scaffolding for access to surfaces and Permit-Required Confined Space entry procedures, personnel and equipment.

PROJECT ELEMENT 9 –STATE OF CALIFORNIA CA TITLE 22 CAM 17 TTLC 66261.24 METALS TESTING

State of California CA Title 22 CAM 17 TTLC per Section 66261.24 testing, and if any metals present of 17 metals tested, Contractor providing for collection and placement in OCSD-provided containers, for disposal of materials by OCSD, units pounds.

PROJECT ELEMENT 10 –CONTRACTOR LABOR SUPPORT FOR SUB-CONTRACTOR SERVICES

Contractor labor hours to support subcontractor services and supporting other activities as directed by OCSD Project Manager including conducting incidental repairs and confined space entry support for OCSD staff.

4. PROJECT MANAGEMENT

- 4.1. The contract, and individual Task Orders, shall be managed by the Project Manager. However, the Contractor shall manage all Project Elements including equipment supply, provision of manpower and other directly supplied or subcontracted services as detailed herein, and shall keep the Project Manager apprised of the status of the support effort for each instance.
- 4.2. 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 the Project Manager. The Project Manager may request re-assignment of any of the Contractor's (or subcontractor's) personnel.
- 4.3. The Contractor shall be responsible for the supervision and management of all subcontractors.

5. PROJECT SCHEDULE

- 5.1. Because the on-call Contractor support is for coatings rehabilitation maintenance, a detailed project schedule is not applicable. However, the Contractor shall provide the anticipated levels of support as indicated in Project Elements I through 8 inclusive over the entire contract period and for each Task Order. The Project Manager will coordinate the planned shutdowns and coatings rehabilitation with the Contractor and with OCSD operations to ensure that all required resources are available in each Task Order.
- 5.2. The Contractor shall be capable of responding to the Project Manager's coatings rehabilitation requests within two calendar days. Delays in responses will be cause for cancelation of the contract. Once given the notice to proceed for each Task Order, the Contractor shall work without interruption to schedule until completion of the project, unless otherwise indicated by the Project Manager.
- 5.3. This contract may require the Contractor to work schedules outside of the normal OCSD business hours. For example, night work is common and weekend hours may also be necessary because of low flow conditions during these periods.
- 5.4. The Contractor's work may be interrupted by OCSD operations, by weather, or other factors directed by the Project Manager, and the Contractor will not be compensated for delays, incorporating costs for any such delays within the unit rates provided by the Contractor in the Cost Proposal Form.

6. CONSTRUCTION AND INSTALLATION SERVICES

Construction and installation services shall be provided by the Contractor on an "as needed" basis to support the coatings rehabilitation by OCSD over the duration of this contract.

7. WORK HOURS/NOISE REQUIREMENTS

When working outside of the property limits of OCSD 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.

8. TRAFFIC CONTROL

- 8.1. 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 OCSD facilities, traffic control requirements as determined by the Project Manager shall apply.
- 8.2. 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 the Project Manager and shall invoice per contract pricing.
- 8.3. Note: Inadequate or improper signing and delineation for traffic control may be cause for the cancellation of the contract.

9. SPILL REPORTING AND HANDLING

- 9.1. In the event of any Contractor-related overflow or interruption/backup of customer service, the Contractor shall immediately notify the OCSD Control Center at (714) 593-7025, and shall contain and eliminate the overflow.
- 9.2. Workshops with Contractor's staff may be provided by OCSD regarding containment methods.
- 9.3. 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.
- 9.4. Contractor shall also notify the OCSD Control Center immediately of any apparent non-Contractor related spills and/or any abnormal conditions.

10. RESEALING MANHOLE COVERS

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

11. FOCUS MEETINGS

The Contractor shall prepare for and oversee focus meetings prior to coatings rehabilitation project Task Order issuance by the Project Manager and include such meetings in unit costing under Project Elements. The focus meetings will serve to share information, discuss technical issues, understand time constraints, receive and resolve comments, obtain decisions, review Safety, and receive direction by the Project Manager. 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 procedures shall be required prior to the coatings rehabilitation so that delays are minimized or avoided for the work.

12. MANAGEMENT OF SUBCONTRACTORS

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