

**SERVICE CONTRACT
INDUSTRIAL CLEANING SERVICES
SPECIFICATION NO. S-2020-1184BD**

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 Performance Pipeline Technologies Inc. DBA Sanitation Systems, with a principal place of business at 5292 System Drive, Huntington Beach, CA 92649 (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OCSD desires to temporarily retain the services of Contractor for Industrial Cleaning 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 November 18, 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" Proposal dated September 10, 2020 and
Cost Proposal dated September 10, 2020

Exhibit "C" Acknowledgement of Insurance Requirements

Exhibit "D" Contractor Safety Standards and
Safety SOP-102 Personal Protective Equipment (PPE)
Safety SOP-604 Confined Space
Safety SOP-605 Control of Hazardous Energy (LOTO)
Safety SOP-626 Fall Protection

Exhibit "E" Human Resources Policies

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 Six Hundred Ninety-four Thousand, Five Hundred Dollars (\$694,500.00).
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-2020-1184BD 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 Contract shall be completed within three hundred sixty-five (365) days from 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, 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. **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.
15. **Contractor 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 Contractor Safety Standards while working at OCSD 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 OCSD. Contractor and all of its employees and subcontractors, shall adhere to all applicable Contractor Safety Standards attached hereto

in Exhibit "D", including Safety SOP-102 Personal Protective Equipment (PPE), Safety SOP-604 Confined Space, Safety SOP-605 Control of Hazardous Energy (LOTO), Safety SOP-626 Fall Protection, and the Human Resources Policies in Exhibit "E".

- 16. Warranties** In addition to the warranties stated in Exhibit "A", the following shall apply:
- 16.1 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.
- 16.2 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.
- 17. 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.
- 18. 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.
- 19. 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 OCSD, it shall immediately inform OCSD of this and shall not proceed, except at Contractor's risk, until written instructions are received from OCSD.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.

24. Contractor's Employees Compensation

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 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.
- 24.5 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.

- 24.6 **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.
25. **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.
26. **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.
27. **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.
28. **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.
29. **Dispute Resolution**
- 29.1 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.
- 29.2 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.

30. **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.
31. **Survival** The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.
32. **Severability** If any section, subsection, or provision of this Contract, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
33. **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.
34. **Disclosure** Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OCSD.
35. **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.
36. **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.
37. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OCSD and Contractor.
38. **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.

39. **Read and Understood** By signing this Contract, Contractor represents that he has read and understood the terms and conditions of the Contract.
40. **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.
41. **Entire Agreement** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

42. 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: Jackie Lagade, Principal Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708

Contractor: Gene Glassburner, President
Performance Pipeline Technologies Inc. DBA Sanitation Systems
5292 System Drive
Huntington Beach, CA 92649

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.

**PERFORMANCE PIPELINE TECHNOLOGIES INC.
DBA SANITATION SYSTEMS**

By _____
Date

Printed Name & Title of Officer

ORANGE COUNTY SANITATION DISTRICT

By _____
David John Shawver Date
Board Chairman

By _____
Kelly A. Lore Date
Clerk of the Board

By _____
Ruth Zintzun Date
Purchasing & Contracts Manager

**SCOPE OF WORK
INDUSTRIAL CLEANING SERVICES
SPECIFICATION NO. S-2020-1184BD**

1. PURPOSE

This Scope of Work involves the industrial cleaning of Orange County Sanitation District (OCSD) assets. The work is to be performed by the Contractor in accordance with this Scope of Work and all OCSD health, safety, and risk management requirements.

2. GENERAL

The Contractor will be tasked with the industrial cleaning of OCSD assets such as the headworks, aeration basins, bar screens, grit chambers, primary clarifiers, chemical storage tanks, storm drains, air jumpers, wet wells, manholes, pipelines and other related assets.

2.1. Background

OCSD is a public agency responsible for collecting, treating, and safely disposing of wastewater and its residuals for 2.5 million residents and businesses in Orange County. OCSD operates two (2) treatment plants: Plant 1 located in Fountain Valley and Plant 2 located in Huntington Beach, California. OCSD operates and maintains over 475 miles of interceptor and trunk line gravity sewers from 15" to 120" in diameter. In addition, OCSD operates over 170 miles of small diameter pipelines of 6" to 12" in the City of Tustin and in unincorporated areas north of Tustin. OCSD also operates and maintains seventeen (17) remote pump stations located throughout OCSD's service area.

2.2. Location of Work

The work will be performed primarily at OCSD's Plant 1 (10844 Ellis Avenue, Fountain Valley) and Plant 2 (22212 Brookhurst Street, Huntington Beach). Some work may be required outside of the plants, in OCSD's collections network including at pump stations.

2.3. Description of Work

2.3.1. The Contractor will use its resources, including but not limited to dewatering, high-pressure jetting and vacuum to removal and clean debris, grease, fats, oil, greases, roots, rags, grit, sludge, polymers, and other materials from each of the identified assets until the assets, including process structures, sumps, channels, and pipes are deemed to be clean to OCSD's satisfaction.

2.3.2. As part of the dewatering operations related to the industrial cleaning, the contractor is expected to provide suitably sized pumps along with suction and discharge hoses of adequate lengths and support equipment including gear truck and hydraulic crane required to deploy and operate the pumps.

2.3.3. For certain industrial cleaning tasks, upon OCSD's request, the Contractor is expected to provide the labor, material, and equipment for conducting CCTV inspection to support its cleaning activities.

- 2.3.4. Contractor is responsible for decanting liquid and the disposal for all debris collected during the cleaning at locations designated by OCSD staff at Plant 1.
- 2.3.5. OCSD's drying bed is utilized by the Contractor as a location to decant and unload material in the vacuor that is then taken to a landfill. Drying bed maintenance requires the coordination among several OCSD groups including Operations, Fleet, and Compliance.
- 2.3.6. The Contractor shall agree to and abide by the terms in the OCSD Sewer Debris Drying Bed Use Procedure (see attachment OPS-SOP-15-003).

2.4. Equipment and Work Requirements

- 2.4.1. The work shall be performed using, at a minimum, 12-yard combination vacuum and jetting industrial cleaning trucks. Trucks shall have a jetting system with a minimum 1,000 feet of jetting hose and capable of outputting 2,500 pounds per square inch of pressure at 80 gallons per minute. The combination industrial cleaning truck shall be no more than five (5) years old and powered by a clean diesel engine. The vacuum drive shall be a positive displacement blower and not a centrifugal compressor. Combination truck minimum carry of 300' of ½ inch hose for cleaning floor drains.
- 2.4.2. The Contractor shall bring all tools and appurtenances needed to reach and clean the area to be cleaned. The Contractor shall bring all required lifelines, self-contained breathing apparatus, rescue equipment, and all other equipment required to carry out the work in accordance with all applicable health and safety regulations.
- 2.4.3. All equipment and machinery used in the work shall be in good working condition, free of any leaks, and free of any defect that may jeopardize the quality of the work, the time to perform the work, or the safety of those involved in the work. Equipment shall be certified with California Air Resource Board Clean Diesel (Company Fleet Compliant). Contractor shall verify prior to responding to any work scheduled by OCSD that all vehicles are free of any leaks and all seals are in proper working condition.
- 2.4.4. The Contractor is expected to use suitable CCTV equipment to conduct video inspection of the process structures and pipelines (ranging from 4"-110") being cleaned. The objective of the CCTV inspection is to document and aide the cleaning process.
- 2.4.5. A color video recording in mp4 format on a portable hard drive (HD) will be made of the CCTV inspection and submitted to OCSD's representative(s). Each mp4 video file shall be labeled with the date, time, location, and a description of the overall task. The video shall also state the objective of the recording and provide a commentary on the key observation(s). Proper lighting must be kept during the inspection in such a manner that the entire pipeline being inspected is always visible during the inspection. The camera lens shall be kept clear of condensation and debris. Recorded footage showing excessive steam, inadequate lighting, excessive glare, or other poor

image quality be cause for rejection and non-payment by OCSD. Recordings with excessive distortion or discoloration shall be rejected and subject to re-inspection of the rejected segment(s).

- 2.4.6.** OCSD's drying bed will be utilized by the Contractor as a location to decant and unload material in the vactor truck that is then taken to a landfill. Drying bed maintenance requires the coordination among several OCSD groups including Operations, Fleet, and Compliance. In order to facilitate communications with the drying bed related OCSD groups and in accordance with the procedures above, the Contractor shall email a draft filled form (complete with the exception of approximate volume in cubic yards, the hazardous certification, and driver signature) to DBNotification@ocsd.com at least 48 hours in advance so the OCSD staff can ensure that there are no conflicts with the requested delivery time.
- 2.4.7.** Crew and Equipment Availability: Contractor shall be capable of providing cleaning services at two (2) different work locations at the same time. In addition, in case of malfunction of one (1) of the trucks originally dispatched to OCSD, Contractor shall be capable of providing one (1) additional truck within two (2) hours call out time.
- 2.4.8.** Work Plan: when requested, Contractor shall provide a work plan for the prospective work, based on a description and scope of work that will be provided by OCSD. At a minimum a work plan shall include the crew, tools, and equipment proposed as well and an estimate of the time required. A work plan may include alternate approaches for OCSD's consideration. For work projected to involve more than one (1) full crew day, as preparation for the work plan OCSD may require a site consultation at no cost to OCSD.
- 2.4.9.** Contractor will not be paid for time lost because of failure to bring appropriate and working equipment and tools to accomplish the work as described by OCSD when ordering the work. Contractor's minimum available equipment, tools, and resources shall include but not limited to: suitably sized pumps; equipment to deploy and operate the pumps; flex hose; and lateral hose; confined space entry equipment including personal gas monitors and Davit Arm.
- 2.4.10.** Contractor will not be paid for travel time in excess of one (1) hour for Industrial Cleaning ($\frac{1}{2}$ hour for mobilization and $\frac{1}{2}$ hour for demobilization). If travel time in excess of this requirement is needed to achieve the minimum on-site work time, it must be included in the unit price for the bid item. For example, to be paid the unit price for a full day of cleaning at least seven (7) hours of on-site work time must occur. To be paid the unit price for a half day of cleaning at least three (3) hours of on-site work time must occur unless the entire work assignment is completed in less than three (3) hours.
- 2.4.11.** Contractor will coordinate traffic control with OCSD's traffic control contractor whenever performing work that may require traffic control services.
- 2.4.12.** Contractor shall not incur weekend work, holiday work, or weekday work in excess of eight (8) hours, except when requested in writing by OCSD. Overtime work shall be paid for labor only, not equipment, and shall be based on the multiplier (1.5 or 2.0) actually used when paying the employee for the

overtime work, by applying the multiplier to the unit price bid for the item of work. Truck operators' rate shall be as negotiated.

2.4.13. OCSD's equipment and labor shall not be utilized at any time, except for OCSD's, representative to monitor the work.

2.5. Permit and Access

When necessary, Contractor shall coordinate with OCSD's traffic control contractor whenever performing work that may require traffic control services. This may involve but not limited to attending meetings, phone calls, to provide information about the work plan necessary to successfully complete the industrial cleaning work as outline in this scope of work.

2.6. Water Meter

Contractor shall acquire and pay all fees for city required construction water meters. OCSD will not reimburse Contractor for water meter fees. For work performed in the pump stations, Plant 1, and Plant 2 with prior arrangement OCSD will make water available at no cost to the Contractor.

2.7. Easement / Private Property

Where entry must be made onto homeowner's property, notice must be given for permission to enter property, at least seventy-two (72) hours prior to commencing work. Coordination shall be made through the designated OCSD representative and additional planning time for OCSD and Contractor may be needed when private property is involved. The designated OCSD representative will provide assistance with manhole access and make arrangements as needed for entry onto private property. Additional planning time and effort shall be provided by the Contractor at no additional cost to OCSD.

2.8. Spill Reporting and Handling

Contractor shall immediately notify OCSD's representative(s) of any sewage overflow or interruption/backup. Contractor shall contain and control all sewage flows and any potential overflows to protect property and storm drainage nearby where any potential spills may end up. The OCSD spill policy is shown in Attachment A-1. Contractor shall be responsible for paying the full amount of any fines levied by others toward OCSD as a result of the Contractor's work where negligence, shoddy work, improper procedures or sewage spills result from any work assigned to the Contractor.

Attachment A-1 is the "Sanitary Sewer Overflow Notification Procedures" which includes the telephone numbers of the various agencies. Ultimately, if the Contractor is involved with a spill, he must do the following:

2.9.1. First – Contractor shall immediately notify OCSD P1 Control Center at (714) 593-7025.
OCSD will then make the required notifications.

2.9.2. Second - Contractor shall attempt to contain and control the spill, with

pumping as needed, to isolate it from entry to any waterways including catch basins and storm drains.

- 2.9.3.** Third - Contractor shall attempt to relieve the spill. Once the spill has been contained, controlled, and relieved, the area must be cleaned up to OCSD's satisfaction.
- 2.9.4.** Last – Contractor shall make follow-up reports. Once a spill is reported to the OCSD Control Center, OCSD personnel will be dispatched for response.
- 2.9.5.** Contractor shall be responsible for: any fines levied by others, reimbursement to OCSD or others of any incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs to customers as of a result of Contractor's work. This is in addition to any and all costs incurred by OCSD.
- 2.9.6.** Contractor shall also notify OCSD Control Center immediately of any apparent non-Contractor related spills and/or any abnormal conditions.

3. Confined Space Entry and Safety

Some areas of work are defined as Title 8 Permit Required Confined Spaces. The Contractor's attention is directed to the General Industry Safety Orders of the State of California, Article 108, Confined Spaces, Section 5157 (Title 8 of California Code of Regulations, Sections 5167, 5157, 5158). Contractor shall attend a safety meeting at OCSD with the Risk Management Division, prior to the start of work, for the purpose of reviewing the Contractor's safety manuals, its knowledge of Title 8 and to discuss all safety aspects of the job. When so classified, manhole or structure entry shall be conducted in strict accordance with permit required confined space entry regulations. These regulations include, at a minimum: entry permit, trained authorized entrant(s), attendant(s), entry supervisor(s), full body harness (with life line), mechanical retrieval device, fall arrest, continued forced air ventilation, continuous air monitoring, communication system (minimum two types), and all other protective equipment that may be required. The Contractor shall be responsible for supplying all necessary equipment to successfully and safely complete the work. Work shall be conducted in accordance with all Federal, State, and local laws and regulations. The local fire department may be able to offer services for confined space rescue. Contractor shall make any and all arrangements necessary at no additional costs to OCSD

3.1. OCSD Monitoring

Contractor shall obtain the signature of the OCSD representative monitoring the work on their job order or daily report for each day of work, confirming that the work listed had been satisfactorily completed. A copy of the signed order or report shall accompany the invoice for the work.

3.2. General Work Hours

Normal working hours are Monday through Thursday between 7:00 a.m. and

4:00 p.m. The only exceptions are if the sewage flow or diversion cannot be accommodated during those hours, any city or public agency traffic control (reference Section 2.5) hours prohibit work during those hours.

3.3. Noise Control

All equipment used during service shall be muffled and maintained in good operating condition. All internal combustion engine driven equipment shall be fitted with intake and exhaust mufflers that are in good condition. No air compressors or diesel engines will be permitted to operate between the hours of 5:00 PM and 7:00 AM, unless prior approval from OCSD and any authority having jurisdiction over the area of work has been obtained.

3.4. House Keeping and Rubbish Control

Contractor shall keep the worksite in a neat and clean condition, and free from any accumulation of rubbish and debris. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the work site and shall establish regular intervals of collection and disposal of such materials and waste. Disposal of all rubbish and surplus materials shall be off the site of construction, at the Contractor's expense, all in accordance with local, State, and Federal codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and the requirements of the Cal/OSHA Safety and Health Standards for Construction.