



ORANGE COUNTY SANITATION DISTRICT **SPECIAL NOTICE REGARDING CORONAVIRUS (COVID-19)** **AND ATTENDANCE AT PUBLIC MEETINGS**

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 12, 2020 and March 18, 2020, Governor Newsom issued Executive Order N-25-20 and Executive Order N-29-20, which temporarily suspend portions of the Brown Act which addresses the conduct of public meetings. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which continues the suspension of portions of the Brown Act which addresses the conduct of public meetings through September 30, 2021.

The General Manager and the Chairman of the Board of Directors have determined that due to the size of the Orange County Sanitation District's Board of Directors (25), and the health and safety of the members, the Board of Directors will be participating in meetings of the Board telephonically and via Internet accessibility.

PUBLIC PARTICIPATION

Your participation is always welcome. The Operations Committee meeting will be available to the public online at:

<https://ocsd.legistar.com/Calendar.aspx>

You may submit your comments and questions in writing for the Operations Committee's consideration in advance of the meeting by using the eComment feature available via the webpage above or sending them to OCSanClerk@ocsan.gov with the subject line "PUBLIC COMMENT ITEM # (insert the item number relevant to your comment)" or "PUBLIC COMMENT NON-AGENDA ITEM". Submit your written comments by 5:00 p.m. on Tuesday, August 31, 2021.

You may also submit comments and questions for the Operations Committee's consideration during the meeting by using the eComment feature that will be available via the webpage above for the duration of the meeting.

All public comments will be provided to the Operations Committee and may be read into the record or compiled as part of the record.

Thank you.

August 25, 2021

NOTICE OF MEETING

OPERATIONS COMMITTEE ORANGE COUNTY SANITATION DISTRICT

Wednesday, September 1, 2021 – 5:00 P.M.

ACCESSIBILITY FOR THE GENERAL PUBLIC

Due to the spread of COVID-19, the Orange County Sanitation District will be holding all upcoming Board and Committee meetings by teleconferencing and Internet accessibility. This meeting will be available to the public online at:

<https://ocsd.legistar.com/Calendar.aspx>

A regular meeting of the Operations Committee of the Orange County Sanitation District will be held in the manner indicated herein on Wednesday, September 1, 2021 at 5:00 p.m.

Serving:

Anaheim
Brea
Buena Park
Cypress
Fountain Valley
Fullerton
Garden Grove
Huntington Beach
Irvine
La Habra
La Palma
Los Alamitos
Newport Beach
Orange
Placentia
Santa Ana
Seal Beach
Stanton
Tustin
Villa Park
County of Orange
Costa Mesa
Sanitary District
Midway City
Sanitary District
Irvine Ranch
Water District
Yorba Linda
Water District

OPERATIONS COMMITTEE MEETING DATE	BOARD MEETING DATE
09/01/21	09/22/21
10/06/21	10/27/21
11/03/21	11/17/21 *
12/01/21	12/15/21 *
JANUARY DARK	01/26/22
02/02/22	02/23/22
03/02/22	03/23/22
04/06/22	04/27/22
05/04/22	05/25/22
06/01/22	06/22/22
07/06/22	07/27/22
AUGUST DARK	08/24/22

**** Meeting will be held on the third Wednesday of the month***

ROLL CALL

OPERATIONS COMMITTEE Engineering and Operations & Maintenance

Meeting Date: September 1, 2021

Time: 5:00 p.m.

Adjourn: _____

COMMITTEE MEMBERS (14)

Brooke Jones (Chair)	
Ryan Gallagher (Vice-Chair)	
Doug Chaffee	
Stephen Faessel	
Johnathan Ryan Hernandez	
Steve Jones	
Sandra Massa-Lavitt	
Paulo Morales	
Kim Nichols	
Bob Ooten	
Jesus J. Silva	
Chad Zimmerman	
John Withers (Board Chair)	
Chad Wanke (Board Vice-Chair)	

OTHERS

Brad Hogin, General Counsel	

STAFF

Jim Herberg, General Manager	
Rob Thompson, Assistant General Manager	
Lorenzo Tyner, Assistant General Manager	
Celia Chandler, Director of Human Resources	
Kathy Millea, Director of Engineering	
Lan Wiborg, Director of Environmental Services	
Kelly Lore, Clerk of the Board	

ORANGE COUNTY SANITATION DISTRICT
BOARD OF DIRECTORS
Complete Roster

Effective 7/13/2021

AGENCY/CITIES	ACTIVE DIRECTOR	ALTERNATE DIRECTOR
Anaheim	Stephen Faessel	Jose Diaz
Brea	Glenn Parker	Steven Vargas
Buena Park	Art Brown	Connor Traut
Cypress	Paulo Morales	Anne Hertz
Fountain Valley	Patrick Harper	Glenn Grandis
Fullerton	Jesus J. Silva	Nick Dunlap
Garden Grove	Steve Jones	John O'Neill
Huntington Beach	Kim Carr	Dan Kalmick
Irvine	Anthony Kuo	Farrah N. Khan
La Habra	Rose Espinoza	Jose Medrano
La Palma	Marshall Goodman	Nitesh Patel
Los Alamitos	Mark A. Chirco	Ron Bates
Newport Beach	Brad Avery	Joy Brenner
Orange	Kim Nichols	Chip Monaco
Placentia	Chad Wanke	Ward Smith
Santa Ana	Johnathan Ryan Hernandez	Nelida Mendoza
Seal Beach	Sandra Massa-Lavitt	Schelly Sustarsic
Stanton	David Shawver	Carol Warren
Tustin	Ryan Gallagher	Austin Lumbard
Villa Park	Chad Zimmerman	Robert Collacott

Sanitary/Water Districts

Costa Mesa Sanitary District	Bob Ooten	Art Perry
Midway City Sanitary District	Andrew Nguyen	Sergio Contreras
Irvine Ranch Water District	John Withers	Douglas Reinhart
Yorba Linda Water District	Brooke Jones	Phil Hawkins

County Areas

Board of Supervisors	Doug Chaffee	Donald P. Wagner
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OPERATIONS COMMITTEE
Regular Meeting Agenda
Wednesday, September 1, 2021 - 5:00 PM
Board Room
Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

AGENDA POSTING: In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted outside the main gate of the Sanitation District's Administration Building located at 10844 Ellis Avenue, Fountain Valley, California, and on the Sanitation District's website at www.ocsd.com not less than 72 hours prior to the meeting date and time above. All public records relating to each agenda item, including any public records distributed less than 72 hours prior to the meeting to all, or a majority of the Board of Directors, are available for public inspection in the office of the Clerk of the Board.

AGENDA DESCRIPTION: The agenda provides a brief general description of each item of business to be considered or discussed. The recommended action does not indicate what action will be taken. The Board of Directors may take any action which is deemed appropriate.

MEETING AUDIO: An audio recording of this meeting is available within 24 hours after adjournment of the meeting. Please contact the Clerk of the Board's office at (714) 593-7433 to request the audio file.

NOTICE TO DIRECTORS: To place items on the agenda for a Committee or Board Meeting, the item must be submitted in writing to the Clerk of the Board: Kelly A. Lore, MMC, (714) 593-7433 / klore@ocsan.gov at least 14 days before the meeting.

FOR ANY QUESTIONS ON THE AGENDA, BOARD MEMBERS MAY CONTACT STAFF AT:

General Manager: Jim Herberg, jherberg@ocsan.gov / (714) 593-7300
Asst. General Manager: Lorenzo Tyner, lttyner@ocsan.gov / (714) 593-7550
Asst. General Manager: Rob Thompson, rthompson@ocsan.gov / (714) 593-7310
Director of Human Resources: Celia Chandler, cchandler@ocsan.gov / (714) 593-7202
Director of Engineering: Kathy Millea, kmillea@ocsan.gov / (714) 593-7365
Director of Environmental Services: Lan Wiborg, lwiborg@ocsan.gov / (714) 593-7450

CALL TO ORDER**PLEDGE OF ALLEGIANCE****ROLL CALL AND DECLARATION OF QUORUM:**

Clerk of the Board

PUBLIC COMMENTS:

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You may submit your comments and questions in writing for the Operations Committee's consideration in advance of the meeting by using the eComment feature available via the webpage above or sending them to OCSanClerk@ocsd.com with the subject line "PUBLIC COMMENT ITEM # (insert the item number relevant to your comment)" or "PUBLIC COMMENT NON-AGENDA ITEM". Submit your written comments by 5:00 p.m. on August 31, 2021.

You may also submit comments and questions for the Operations Committee's consideration during the meeting by using the eComment feature that will be available via the webpage above for the duration of the meeting. All public comments will be provided to the Operations Committee and may be read into the record or compiled as part of the record.

REPORTS:

The Committee Chairperson and the General Manager may present verbal reports on miscellaneous matters of general interest to the Directors. These reports are for information only and require no action by the Directors.

CONSENT CALENDAR:

Consent Calendar Items are considered to be routine and will be enacted, by the Committee, after one motion, without discussion. Any items withdrawn from the Consent Calendar for separate discussion will be considered in the regular order of business.

1. APPROVAL OF MINUTES [2021-1814](#)**RECOMMENDATION:**

Approve Minutes of the Regular Meeting of the Operations Committee held July 7, 2021.

Originator: Kelly Lore

Attachments: [Agenda Report](#)
[07-07-2021 Operations Committee Minutes](#)

2. PUMP STATION PORTABLE GENERATOR CONNECTORS, PROJECT NO. FE19-01 [2021-1657](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Pump Station Portable Generator Connectors, Project No. FE19-01;
- B. Award a Construction Contract to Pacific International Electric Company, Inc., dba Pacific Industrial Electric, for Pump Station Portable Generator Connectors, Project No. FE19-01, for an amount not to exceed \$1,207,479; and
- C. Approve a contingency of \$120,748 (10%).

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[FE19-01 Contract Agreement & Exhibit A](#)

3. CONDITION ASSESSMENT ON-CALL CONTRACTOR SUPPORT SERVICES SPECIFICATION NO. S-2021-1255BD **2021-1782**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Service Contract with Jamison Engineering for Condition Assessment On-Call Contractor Support Services, Specification S-2021-1255BD, for the period of November 1, 2021 through October 31, 2022, for a total amount not to exceed \$783,470, with four, one-year renewal options; and
- B. Approve an annual contingency of \$78,347 (10%).

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[S-2021-1255BD SOW & Draft Contract](#)

4. EPSA MOTOR COOLING IMPROVEMENTS AT PLANT NO. 2, PROJECT NO. FE19-06 **2021-1793**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for EPSA Motor Cooling Improvements at Plant No. 2, Project No. FE19-06;
- B. Award a Construction Contract to Mehta Mechanical Company Inc. dba MMC Inc. for EPSA Motor Cooling Improvements at Plant No. 2, Project No. FE19-06, for a total amount not to exceed \$854,000; and
- C. Approve a contingency of \$85,400 (10%).

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[FE19-06 Contract](#)

5. ENGINEERING PROGRAM CONTRACT PERFORMANCE REPORT [2021-1769](#)

RECOMMENDATION: Recommend to the Board of Directors to:

Receive and file the Engineering Program Contract Performance Report for the period ending June 30, 2021.

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[CIP Contract Report Period Ending 2021-06-30](#)

6. QUARTERLY ODOR COMPLAINT REPORT [2021-1808](#)

RECOMMENDATION:

Receive and file the Fiscal Year 2020-21 Fourth Quarter Odor Complaint Report.

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[FY 2020-21 4th Qtr Odor Complaint Report Summary](#)

7. PLANT NO. 2 PRIMARY DISTRIBUTION STRUCTURE B GATES REPAIR [2021-1627](#)

RECOMMENDATION: Recommend to the Board of Directors to:

A. Approve a Service Contract to J.R. Filanc Construction Co. to repair ten slide gates for Plant No. 2 Primary Distribution Structure, per Specification No. S-2021-1249BD, for a total amount not to exceed \$309,500, including sales tax and freight; and

B. Approve a contingency of \$46,425 (15%).

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[S-2021-1249BD Contract & SOW](#)

8. FLEET PURCHASE OF REPLACEMENT VEHICLES, LIGHT DUTY TRUCKS, AND MEDIUM DUTY TRUCKS FOR FY21-22 [2021-1781](#)

RECOMMENDATION: Recommend to the Board of Directors to:

A. Approve a Purchase Order to National Auto Fleet Group to purchase one Ford F550 service body utility truck and five Ford F250 service body utility trucks using Sourcewell Cooperative Contract No. 120716-NAF, for a total amount of \$326,408; and

- B. Approve a 5% contingency of \$16,321.

Originator: Rob Thompson

Attachments: [Agenda Report](#)

9. ON-CALL MAINTENANCE AND REPAIR MASTER SERVICES CONTRACTS - SPECIFICATION NO. S-2021-1234BD [2020-1295](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve Master Services Contracts to provide on-call maintenance and repair services, Specification No. S-2021-1234BD, for a one-year period effective December 1, 2021 through November 30, 2022, with two, one-year renewal options, in accordance with Ordinance No. OC SAN-56, Section 2.03(F), with the seven qualified firms, for bids less than \$300,000:

1. Jamison Engineering Contractor, Inc.
2. Charles King Company
3. J.R. Filanc Construction Company, Inc.
4. Shimmick Construction Company, Inc.
5. W.A. Rasic Construction Company, Inc.
6. Kiewit Infrastructure West Co.
7. O'Connell Engineering & Construction, Inc.; and

- B. Authorize the General Manager to add or delete firms as necessary to maintain a qualified base of up to seven firms in accordance with the Request for Qualifications Specification No. S-2021-1234BD.

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[S-2021-1234BD Draft Contract SOW](#)

10. PURCHASE OF BAR SCREEN DRIVE SHAFT ASSEMBLY FOR PLANT NO. 2 [2021-1803](#)

RECOMMENDATION:

- A. Approve a Sole Source Purchase Order with Infilco Degremont Inc. for the purchase of one spare drive shaft assembly for Plant No. 2 Bar Screening Facility, Model 316SS, for a total amount not to exceed \$96,771 plus applicable sales tax & freight charges; and

- B. Approve a contingency of \$4,839 (5%).

Originator: Rob Thompson

Attachments: [Agenda Report](#)

11. PROCUREMENT OF 21 ELECTRIC CARTS[2021-1764](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Purchase Order to Southwest Toyota Lift for the purchase of 21 electric carts using OMNIA Partners Cooperative Contract No. EV2671 for a total amount not to exceed \$432,283, including tax and freight; and
- B. Approve a contingency of \$21,615 (5%).

Originator: Rob Thompson

Attachments: [Agenda Report](#)

12. MANHOLE FRAME AND COVER SERVICES, SPECIFICATION NO. S-2021-1258BD[2021-1806](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Service Contract to Ayala Engineering, Inc. to provide Manhole Frame & Cover Replacement Services, Specification No. S-2021-1258BD, for a total amount not to exceed \$992,105 for the period beginning November 1, 2021 through October 31, 2022, with four, one-year renewal options; and
- B. Approve a contingency of \$148,816 (15%).

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[Service Contract S-2021-1258BD Final Contract and SOW](#)

NON-CONSENT:**13. AGREEMENT FOR PURCHASE OF ANIONIC POLYMER, SPECIFICATION NO. C-2021-1252BD**[2021-1626](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Chemical Supplier Agreement to Polydyne, Inc. for the purchase of Liquid Anionic Polymer, Specification No. C-2021-1252BD, for the period of November 1, 2021 through October 31, 2022, for a unit price of \$4.50 per active pound delivered, plus applicable sales tax for a total estimated annual amount of \$685,125, with four, one-year renewal options; and
- B. Approve an annual unit price contingency of 10%.

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[Anionic - C-2021-1252BD - Draft Contract and SOW](#)

14. EROSION CONTROL AT SANTA ANA RIVER AND HAMILTON AVE., PROJECT NO. FE18-12 [2020-1216](#)

RECOMMENDATION:

- A. Receive and file Bid Tabulation and Recommendation for Erosion Control at Santa Ana River and Hamilton Ave., Project No. FE18-12;
- B. Award a Construction Contract to Engineering & Environmental Construction, Inc. for Erosion Control at Santa Ana River and Hamilton Ave., Project No. FE18-12, for a total amount not to exceed \$162,281; and
- C. Approve a contingency of \$24,342 (15%).

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[FE18-12 Contract Agreement & Exhibit A \(Schedule of Prices\)](#)
[Presentation - Erosion Control SAR Hamilton](#)

15. REDHILL RELIEF SEWER RELOCATION AT STATE ROUTE 55, PROJECT NO. FE18-13 [2021-1430](#)

RECOMMENDATION: Recommend to the Board of Directors to:

Approve the First Amendment to Utility Agreement No. OCSD-1005, between the Orange County Sanitation District and the Orange County Transportation Authority agreeing to a funding increase for the relocation and protection of the Redhill Relief Sewer at State Route 55 in the City of Santa Ana.

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[OCTA First Amendment to Utility Agreement OCSD-1005](#)
[OCTA Utility Agreement OCSD-1005](#)
[Presentation - Redhill Relief OCTA](#)

INFORMATION ITEMS:

16. ORANGE COUNTY SANITATION DISTRICT REGULATORY COMPLIANCE UPDATE [2021-1689](#)

RECOMMENDATION:

Information item.

Originator: Lan Wiborg

Attachments: [Agenda Report](#)
[Presentation - Compliance Program](#)

DEPARTMENT HEAD REPORTS:

CLOSED SESSION:

None.

OTHER BUSINESS AND COMMUNICATIONS OR SUPPLEMENTAL AGENDA ITEMS, IF ANY:

BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

At this time Directors may request staff to place an item on a future agenda.

ADJOURNMENT:

Adjourn the meeting until the Regular Meeting of the Operations Committee on October 6, 2021 at 5:00 p.m.



OPERATIONS COMMITTEE

Agenda Report

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

File #: 2021-1814

Agenda Date: 9/1/2021

Agenda Item No: 1.

FROM: James D. Herberg, General Manager
Originator: Kelly A. Lore, Clerk of the Board

SUBJECT:

APPROVAL OF MINUTES

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Approve Minutes of the Regular Meeting of the Operations Committee held July 7, 2021.

BACKGROUND

In accordance with the Board of Directors Rules of Procedure, an accurate record of each meeting will be provided to the Directors for subsequent approval at the following meeting.

RELEVANT STANDARDS

- Resolution No. OC SAN 21-04

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Minutes of the Operations Committee meeting held July 7, 2021



CALL TO ORDER

A regular meeting of the Operations Committee of the Orange County Sanitation District was called to order by Committee Chairman Brooke Jones on Wednesday, July 7, 2021 at 5:00 p.m. in the Administration Building of the Orange County Sanitation District. Committee Vice-Chair Ryan Gallagher led the flag salute. Chair Jones stated that the meeting was being held telephonically and via audio/video teleconferencing in accordance with the Governor's Executive Order No. N-29-20, due to the Coronavirus Pandemic (COVID-19).

ROLL CALL AND DECLARATION OF QUORUM:

PRESENT: Brooke Jones, Ryan Gallagher, Doug Chaffee, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Kim Nichols, Robert Ooten, Jesus Silva, Chad Wanke, John Withers and Chad Zimmerman

ABSENT: None

STAFF MEMBERS PRESENT: Clerk of the Board Kelly Lore and Mortimer Caparas were present in the Board Room. General Manager Jim Herberg, Assistant General Manager Lorenzo Tyner, Assistant General Manager Rob Thompson, Director of Engineering Kathy Millea, Director of Environmental Services Lan Wiborg, Director of Human Resources Celia Chandler, Sam Choi, Tanya Chong, Raul Cuellar, Mike Dorman, Tina Knapp, Joshua Martinez, Tom Meregillano, Robert Michaels, Jeffrey Mohr, Thomas Vu, Eros Yong, and Ruth Zintzun participated telephonically.

OTHERS PRESENT: Brad Hogin, General Counsel, participated telephonically.

PUBLIC COMMENTS:

None.

REPORTS:

Chair Jones did not provide a report.

General Manager Jim Herberg did not provide a report.

CONSENT CALENDAR:**1. APPROVAL OF MINUTES**[2021-1723](#)**Originator:** Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve Minutes of the Regular Meeting of the Operations Committee held June 2, 2021.

AYES: Brooke Jones, Ryan Gallagher, Doug Chaffee, Stephen Faessel, Johnathan Ryan Hernandez, Anne Hertz (Alternate), Steve Jones, Sandra Massa-Lavitt, Kim Nichols, Robert Ooten, Jesus Silva and Chad Wanke

NOES: None

ABSENT: John Withers and Chad Zimmerman

ABSTENTIONS: None

2. REPLACEMENT PURCHASE OF A COMBINATION SEWER CLEANING VEHICLE[2021-1602](#)**Originator:** Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO: Recommend to the Board of Directors to:

A. Approve a Purchase Order to Haaker Equipment Company to purchase one new/unused Combination Sewer Cleaning Truck using Sourcewell Cooperative Contract No. 122017-FSC-2 for a total amount not to exceed \$775,410, including freight and taxes; and

B. Approve a contingency of \$23,262 (3%).

AYES: Brooke Jones, Ryan Gallagher, Doug Chaffee, Stephen Faessel, Johnathan Ryan Hernandez, Anne Hertz (Alternate), Steve Jones, Sandra Massa-Lavitt, Kim Nichols, Robert Ooten, Jesus Silva and Chad Wanke

NOES: None

ABSENT: John Withers and Chad Zimmerman

ABSTENTIONS: None

3. AREA 02 CRAIG REGIONAL PARK MANHOLE IMPROVEMENTS, PROJECT NO. FE10-21[2020-1381](#)**Originator:** Kathy Millea

MOVED, SECONDED, AND DULY CARRIED TO: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Area 02 Craig Regional Park Manhole Improvements, Project No. FE10-21;
- B. Award a Construction Contract to Deark E&C, Inc. for Area 02 Craig Regional Park Manhole Improvements, Project No. FE10-21, for a total amount not to exceed \$427,400; and
- C. Approve a contingency of \$42,740 (10%).

AYES: Brooke Jones, Ryan Gallagher, Doug Chaffee, Stephen Faessel, Johnathan Ryan Hernandez, Anne Hertz (Alternate), Steve Jones, Sandra Massa-Lavitt, Kim Nichols, Robert Ooten, Jesus Silva and Chad Wanke

NOES: None

ABSENT: John Withers and Chad Zimmerman

ABSTENTIONS: None

4. OUTFALL LOW FLOW PUMP STATION, CONTRACT NO. J-117B

[2021-1644](#)

Originator: Kathy Millea

MOVED, SECONDED, AND DULY CARRIED TO: Recommend to the Board of Directors to:

Approve a Purchase Order to ePlus Technology Inc. for Specification No. E-2021-1253BD for IT Server Hardware for Outfall Low Flow Pump Station, Contract No. J-117B, for a total amount of \$793,882.96, plus applicable sales tax and freight.

AYES: Brooke Jones, Ryan Gallagher, Doug Chaffee, Stephen Faessel, Johnathan Ryan Hernandez, Anne Hertz (Alternate), Steve Jones, Sandra Massa-Lavitt, Kim Nichols, Robert Ooten, Jesus Silva and Chad Wanke

NOES: None

ABSENT: John Withers and Chad Zimmerman

ABSTENTIONS: None

5. SPRINGDALE RELIEF CONCRETE ENCASEMENT EXTENSION AT WINTERSBURG CHANNEL, PROJECT NO. FRC-0012

[2021-1686](#)

Originator: Kathy Millea

MOVED, SECONDED, AND DULY CARRIED TO:

- A. Approve a sole source with J. F. Shea Construction, Inc. for \$167,694 for Springdale Relief Concrete Encasement Extension at Wintersburg Channel, Project No. FRC-0012;
- B. Authorize the General Manager to award the Construction Contract to J. F. Shea Construction, Inc. for \$167,694 for Springdale Relief Concrete Encasement Extension at Wintersburg Channel, Project No. FRC-0012; and
- C. Approve a contingency of \$30,185 (18%).

AYES: Brooke Jones, Ryan Gallagher, Doug Chaffee, Stephen Faessel, Johnathan Ryan Hernandez, Anne Hertz (Alternate), Steve Jones, Sandra Massa-Lavitt, Kim Nichols, Robert Ooten, Jesus Silva and Chad Wanke

NOES: None

ABSENT: John Withers and Chad Zimmerman

ABSTENTIONS: None

**6. COLLECTION SYSTEM FLOW LEVEL MONITORING STUDY, [2021-1707](#)
PROJECT NO. PS20-02**

Originator: Kathy Millea

MOVED, SECONDED, AND DULY CARRIED TO: Recommend to the Board of Directors to:

- A. Approve a Professional Services Agreement with Woodard and Curran, Inc. to provide engineering services for the Collection System Flow Level Monitoring Study, Project No. PS20-02, for an amount not to exceed \$616,562; and
- B. Approve a contingency of \$61,656 (10%).

AYES: Brooke Jones, Ryan Gallagher, Doug Chaffee, Stephen Faessel, Johnathan Ryan Hernandez, Anne Hertz (Alternate), Steve Jones, Sandra Massa-Lavitt, Kim Nichols, Robert Ooten, Jesus Silva and Chad Wanke

NOES: None

ABSENT: John Withers and Chad Zimmerman

ABSTENTIONS: None

NON-CONSENT:

Board Chair Withers joined the meeting at 5:12 p.m.

**7. SUNFLOWER AND RED HILL INTERCEPTOR REPAIRS, PROJECT [2021-1533](#)
NO. 7-66**

Originator: Kathy Millea

Engineering Manager Jeff Mohr provided a PowerPoint presentation which described the project location, repairs needed, collaboration with locally affected agencies, sewage spill risks, and bidder information.

MOVED, SECONDED, AND DULY CARRIED TO: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Sunflower and Red Hill Interceptor Repairs, Project No. 7-66;
- B. Award a Construction Contract to Charles King Company for Sunflower and Red Hill Interceptor Repairs, Project No. 7-66, for an amount not to exceed \$4,777,000; and
- C. Approve a contingency of \$477,700 (10%).

AYES: Brooke Jones, Ryan Gallagher, Doug Chaffee, Stephen Faessel, Johnathan Ryan Hernandez, Anne Hertz (Alternate), Steve Jones, Sandra Massa-Lavitt, Kim Nichols, Robert Ooten, Jesus Silva, Chad Wanke and John Withers

NOES: None

ABSENT: Chad Zimmerman

ABSTENTIONS: None

8. **SUNFLOWER AND RED HILL INTERCEPTOR REPAIRS, PROJECT** [2021-1532](#)
NO. 7-66

Originator: Kathy Millea

Mr. Mohr provided a PowerPoint presentation regarding the professional construction services needed for the project.

MOVED, SECONDED, AND DULY CARRIED TO: Recommend to the Board of Directors to:

- A. Approve a Professional Construction Services Agreement with GHD, Inc. to provide construction support services for Sunflower and Red Hill Interceptor Repairs, Project No. 7-66, for an amount not to exceed \$166,000; and
- B. Approve a contingency of \$16,600 (10%).

AYES: Brooke Jones, Ryan Gallagher, Doug Chaffee, Stephen Faessel, Johnathan Ryan Hernandez, Anne Hertz (Alternate), Steve Jones, Sandra Massa-Lavitt, Kim Nichols, Robert Ooten, Jesus Silva, Chad Wanke and John Withers

NOES: None

ABSENT: Chad Zimmerman

ABSTENTIONS: None

Director Nichols and Board Vice-Chair Wanke departed the meeting.

9. SOUTH PERIMETER SECURITY AND UTILITY IMPROVEMENTS AT PLANT NO. 1, PROJECT NO. P1-134 [2021-1572](#)

Originator: Kathy Millea

Mr. Mohr provided a PowerPoint presentation which included an overview of the three scope areas and work to be completed, and provided information of the protest from the 3rd low bidder.

MOVED, SECONDED, AND DULY CARRIED TO: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for South Perimeter Security and Utility Improvements at Plant No. 1, Project No. P1-134;
- B. Reject the bid from apparent low bidder, RT Contractor Corp., as non-responsive;
- C. Receive and file Orange County Sanitation District's Notice of Intent to Award dated June 3, 2021;
- D. Receive and file Award Protest from Act 1 Construction, Inc. dated June 4, 2021, concerning the award to Tovey/Shultz Construction, Inc.;
- E. Receive and file response letter from Tovey/Shultz Construction, Inc. dated June 8, 2021, regarding the bid protest of Act 1 Construction, Inc.;
- F. Receive and file Orange County Sanitation District's determination letter dated June 10, 2021, to Act 1 Construction, Inc. responding to award protest;
- G. Award a Construction Contract to Tovey/Shultz Construction, Inc. for South Perimeter Security and Utility Improvements at Plant No. 1, Project No. P1-134, for an amount not to exceed \$4,396,779; and
- H. Approve a contingency of \$439,678 (10%).

AYES: Brooke Jones, Ryan Gallagher, Doug Chaffee, Stephen Faessel, Johnathan Ryan Hernandez, Anne Hertz (Alternate), Steve Jones, Sandra Massa-Lavitt, Robert Ooten, Jesus Silva and John Withers

NOES: None

ABSENT: Kim Nichols, Chad Wanke and Chad Zimmerman

ABSTENTIONS: None

10. SOUTH PERIMETER SECURITY AND UTILITY IMPROVEMENTS AT PLANT NO. 1, PROJECT NO. P1-134 [2021-1573](#)

Originator: Kathy Millea

Mr. Mohr provided a PowerPoint presentation which described the professional construction services needed for the project.

MOVED, SECONDED, AND DULY CARRIED TO: Recommend to the Board of Directors to:

A. Approve a Professional Construction Services Agreement with HDR Engineering, Inc. to provide construction support services for South Perimeter Security and Utility Improvements at Plant No. 1, Project No. P1-134, for an amount not to exceed \$235,000; and

B. Approve a contingency of \$23,500 (10%).

AYES: Brooke Jones, Ryan Gallagher, Doug Chaffee, Stephen Faessel, Johnathan Ryan Hernandez, Anne Hertz (Alternate), Steve Jones, Sandra Massa-Lavitt, Robert Ooten, Jesus Silva and John Withers

NOES: None

ABSENT: Kim Nichols, Chad Wanke and Chad Zimmerman

ABSTENTIONS: None

Director Zimmerman joined the meeting at approximately 5:35 p.m.

11. PROCESS CONTROL SYSTEMS UPGRADES STUDY, PROJECT NO. SP-196 [2021-1719](#)

Originator: Kathy Millea

Engineering Manager Mike Dorman provided a PowerPoint presentation regarding the SCADA system which allows 24-hour operation from a location at each plant. Mr. Dorman explained the critical need for replacement and the competitive procurement process.

MOVED, SECONDED, AND DULY CARRIED TO: Recommend to the Board of Directors to:

- A. Approve a Master Services Agreement with ABB Inc. for the design, installation, implementation, and maintenance of a process control system;
- B. Authorize staff to specify ABB Inc. as the sole source provider for equipment, materials, software, and services for control systems on current and future projects; and
- C. Ratify the addition of ABB Inc. to the list of pre-approved Original Equipment Manufacturers for procurements under \$100,000 for equipment, materials, software, and services for control systems.

AYES: Brooke Jones, Ryan Gallagher, Doug Chaffee, Stephen Faessel, Johnathan Ryan Hernandez, Anne Hertz (Alternate), Steve Jones, Sandra Massa-Lavitt, Robert Ooten, Jesus Silva and John Withers

NOES: None

ABSENT: Kim Nichols and Chad Wanke

ABSTENTIONS: Chad Zimmerman

12. PROCESS CONTROL SYSTEMS UPGRADES, PROJECT NO. J-120 [2021-1584](#)

Originator: Kathy Millea

Mr. Dorman provided a PowerPoint presentation regarding the Process Control Systems upgrade, scope of work, schedule, and costs associated with the Task Order requested.

MOVED, SECONDED, AND DULY CARRIED TO: Recommend to the Board of Directors to:

- A. Approve Task Order No. 1 under the Master Services Agreement with ABB Inc. to provide services, software, and equipment for Process Control Systems Upgrades, Project No. J-120, for an amount not to exceed \$11,818,480; and
- B. Approve a contingency of \$1,181,848 (10%).

AYES: Brooke Jones, Ryan Gallagher, Doug Chaffee, Stephen Faessel, Johnathan Ryan Hernandez, Anne Hertz (Alternate), Steve Jones, Sandra Massa-Lavitt, Robert Ooten, Jesus Silva, John Withers and Chad Zimmerman

NOES: None

ABSENT: Kim Nichols and Chad Wanke

ABSTENTIONS: None

13. RIALTO BIOENERGY FACILITY DRYING AND THERMAL CONVERSION CONTRACT - BIOSOLIDS MANAGEMENT [2021-1728](#)

Originator: Lan Wiborg

Environmental Supervisor Tom Meregillano provided an informative PowerPoint presentation which described Biosolids thermal conversion, RFI results, and the Rialto Bioenergy facility process and locations.

MOVED, SECONDED, AND DULY CARRIED TO: Recommend to the Board of Directors to:

A. Approve a Sole Source Service Contract to Rialto Bioenergy Facility (RBF) to pilot a biosolids drying and thermal conversion service for approximately 100 wet tons per day at a base fee of \$94 per wet ton, plus monthly fuel surcharge, annual CPI (consumer price index) adjustment, and special sampling events at a rate of \$3,950 per event (6 events) for targeted Per- and Polyfluoroalkyl Substances (PFAS) compounds. The term of this Contract is for three (3) years with two (2) optional one-year renewals for a total annual amount not to exceed \$3,463,095; and

B. Approve an annual contingency of \$346,310 (10%).

AYES: Brooke Jones, Ryan Gallagher, Doug Chaffee, Stephen Faessel, Johnathan Ryan Hernandez, Anne Hertz (Alternate), Steve Jones, Sandra Massa-Lavitt, Robert Ooten, Jesus Silva, John Withers and Chad Zimmerman

NOES: None

ABSENT: Kim Nichols and Chad Wanke

ABSTENTIONS: None

INFORMATION ITEMS:

14. ORANGE COUNTY SANITATION DISTRICT ENVIRONMENTAL SERVICES LABORATORY AND OCEAN MONITORING UPDATE [2021-1733](#)

Originator: Lan Wiborg

Environmental Laboratory and Ocean Monitoring Manager Dr. Sam Choi presented an informative PowerPoint presentation regarding an overview of the Environmental Laboratory and Ocean Monitoring program.

ITEM RECEIVED AS AN:

Information Item.

15. SUPER CRITICAL WATER OXIDATION RESEARCH OPPORTUNITY [2021-1736](#)

Originator: Rob Thompson

Assistant General Manager Rob Thompson provided a PowerPoint presentation to describe Super Critical Water Oxidation Solids Treatment.

ITEM RECEIVED AS AN:

Information Item.

DEPARTMENT HEAD REPORTS:

None.

CLOSED SESSION:

None.

OTHER BUSINESS AND COMMUNICATIONS OR SUPPLEMENTAL AGENDA ITEMS, IF ANY:

None.

BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

None.

ADJOURNMENT:

Chair Jones declared the meeting adjourned at 6:47 p.m. to the next Operations Committee meeting to be held on Wednesday, September 1, 2021 at 5:00 p.m.

Submitted by:

Kelly A. Lore, MMC
Clerk of the Board

File #: 2021-1657

Agenda Date: 9/1/2021

Agenda Item No: 2.

FROM: James D. Herberg, General Manager
Originator: Kathy Millea, Director of Engineering

SUBJECT:

PUMP STATION PORTABLE GENERATOR CONNECTORS, PROJECT NO. FE19-01

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Pump Station Portable Generator Connectors, Project No. FE19-01;
- B. Award a Construction Contract to Pacific International Electric Company, Inc., dba Pacific Industrial Electric, for Pump Station Portable Generator Connectors, Project No. FE19-01, for an amount not to exceed \$1,207,479; and
- C. Approve a contingency of \$120,748 (10%).

BACKGROUND

The Orange County Sanitation District (OC San) operates 15 pump stations as part of its collection system. These pump stations require emergency power during the loss of utility power. Seven of the pump stations include dedicated, on-site standby generators. The remaining eight pump stations have connectors to quickly connect a portable generator.

Pump stations typically have a main switchboard to distribute power, either from Southern California Edison or standby generator, through motor control centers to all the loads in the pump station. These switchboards require periodic inspection and maintenance that requires them to be de-energized.

RELEVANT STANDARDS

- Comply with California Public Contract Code Section 20103.8, award construction contract to lowest responsive, responsible bidder
- Commitment to safety & reducing risk in all operations

PROBLEM

The current configuration of the Southern California Edison and emergency generator power feeds through the main switchboard do not allow for pump station operation during switchboard inspection and maintenance. The main switchboard must be fully de-energized to perform the required inspection and maintenance.

The current maintenance practice is to by-pass a pump station or do the work at night during low flow periods while carefully monitoring wet well levels and certain low-lying upstream manholes to be sure that no spill occurs. If the level does rise too quickly, the work must be immediately stopped to put the pump station back in service.

PROPOSED SOLUTION

Award a Construction Contract for Pump Station Portable Generator Connectors, Project No. FE19-01 to reconfigure the generator connections to allow pump station operation and switchboard maintenance at the same time. This project will install new generator connectors at 13 of the 15 pump stations. An earlier project installed a portable generator connector at one of the pump stations which is operating satisfactorily, and the other pump station is planned for demolition in the near future.

TIMING CONCERNS

Until these generator connectors are installed, routine switchboard maintenance runs the risk of creating a sewage spill.

RAMIFICATIONS OF NOT TAKING ACTION

Routine maintenance on the main switchboard will continue to be more difficult to perform during the limited low flow windows or with costly by-pass pumping.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

OC San advertised Pump Station Portable Generator Connectors, Project No. FE19-01 for bids on April 27, 2021, and eight sealed bids were received on June 23, 2021. A summary of the bid opening follows:

Engineer's Estimate	\$ 1,562,000
<u>Bidder</u>	<u>Amount of Bid</u>
Pacific International Electric Company, Inc., dba Pacific Industrial Electric	\$ 1,207,479
AMTEK Construction	\$ 1,325,333
Metro Builders & Engineers Group, Ltd	\$ 1,384,408

R.I.C. Construction Co., Inc.	\$ 1,400,783
Mass Electric Construction Co.	\$ 1,419,180
Leed Electric, Inc.	\$ 1,877,211
Shimmick Construction Inc.	\$ 1,979,048
R2BUILD, dba R2B Engineering	\$ 2,160,000

The bids were evaluated in accordance with OC San's policies and procedures. A notice was sent to all bidders on July 28, 2021, informing them of the intent of OC San to recommend award of the Construction Contract to Pacific International Electric Company, Inc., dba Pacific Industrial Electric.

Staff recommends awarding a Construction Contract to the lowest responsive and responsible bidder, Pacific International Electric Company, Inc., dba Pacific Industrial Electric, for a total amount not to exceed \$1,207,479.

CEQA

The project is exempt from CEQA under the Class 1 categorical exemptions set forth in California Code of Regulations Section 15301. A Notice of Exemption will be filed with the OC Clerk-Recorder after the Sanitation District's Board of Directors approval of the construction contract.

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted (Budget Update, Fiscal Year 2021-2022, Appendix A, Page A-8, Small Construction Projects Program, Project No. M-FE) and the budget is sufficient for the recommended action.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Construction Contract

SP:sa:gc

PART A
CONTRACT AGREEMENT

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CONTRACT AGREEMENT
ORANGE COUNTY SANITATION DISTRICT

PROJECT NO. FE19-01

PUMP STATION AND POWER BUILDING 5 PORTABLE GENERATOR CONNECTORS

THIS AGREEMENT is made and entered into, to be effective, this September 29, 2021, by and between Pacific International Electric Company, Inc. dba Pacific Industrial Electric, hereinafter referred to as "CONTRACTOR" and the Orange County Sanitation District, hereinafter referred to as "OCSD".

WITNESSETH

That for and in consideration of the promises and agreements hereinafter made and exchanged, OCSD and CONTRACTOR agree as follows:

SECTION – 1 GENERAL CONDITIONS

CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the Work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR's investigation of all such matters and is in no way relying upon any opinions or representations of OCSD. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents are each incorporated into this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its Subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the Work covered by this Contract.

A. Contract Documents Order of Precedence

“Contract Documents” refers to those documents identified in the definition of “Contract Documents” in the General Conditions – Definitions.

1. In the event of a conflict between one Contract Document and any of the other Contract Documents, the provisions in the document highest in precedence shall be controlling. The order of precedence of the Contract Documents is as follows:
 - a. Supplemental Agreements – the last in time being the first in precedence
 - b. Addenda issued prior to the date for submittal of Bids – the last in time being the first in precedence
 - c. Contract Agreement
 - d. Permits and other regulatory requirements
 - e. Special Provisions
 - f. General Conditions (GC)
 - g. Notice Inviting Bids and Instruction to Bidders
 - h. Geotechnical Baseline Report (GBR), if attached as a Contract Document
 - i. Plans and Specifications – in these documents the order of precedence shall be:
 - i. Specifications (Divisions 01-17)
 - ii. Plans
 - iii. General Requirements (GR)
 - iv. Standard Drawings and Typical Details
 - j. CONTRACTOR's Bid
2. In the event of a conflict between terms within an individual Contract Document, the conflict shall be resolved by applying the following principles as appears applicable:
 - a. Figured dimensions on the Contract Documents shall govern. Dimensions not specified shall be as directed by the ENGINEER. Details not shown or

specified shall be the same as similar parts that are shown or specified, or as directed. Full-size details shall take precedence over scale Drawings as to shape and details of construction. Specifications shall govern as to material and workmanship.

- b. The Contract Documents calling for the higher quality material or workmanship shall prevail. Materials or Work described in words, which so applied, have a well known technical or trade meaning shall be deemed to refer to such recognized standards. In the event of any discrepancy between any Drawings and the figures thereon, the figures shall be taken as correct.
- c. Scale Drawings, full-size details, and Specifications are intended to be fully complementary and to agree. Should any discrepancy between Contract Documents come to the CONTRACTOR's attention, or should an error occur in the efforts of others, which affect the Work, the CONTRACTOR shall notify the ENGINEER, in writing, at once. In the event any doubts or questions arise with respect to the true meaning of the Contract Documents, reference shall be made to the ENGINEER whose written decision shall be final. If the CONTRACTOR proceeds with the Work affected without written instructions from the ENGINEER, the CONTRACTOR shall be fully responsible for any resultant damage or defect.
- d. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to OCSD's ENGINEER, without whose decision CONTRACTOR shall not adjust said

discrepancy save only at CONTRACTOR's own risk and expense. The decision of the ENGINEER shall be final.

In all matters relating to the acceptability of material, machinery or plant equipment; classifications of material or Work; the proper execution, progress or sequence of the Work; and quantities interpretation of the Contract Documents, the decision of the ENGINEER shall be final and binding, and shall be a condition precedent to any payment under the Contract, unless otherwise ordered by the Board of Directors.

B. Definitions

Capitalized terms used in this Contract are defined in the General Conditions, Definitions. Additional terms may be defined in the Special Provisions.

SECTION – 2 MATERIALS AND LABOR

CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by OCSD, to construct and complete the Project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, OCSD may settle such claims by making demand upon the Surety to this Contract. In the event of the failure or refusal of the Surety to satisfy said claims, OCSD may settle them directly and deduct the amount of payments from the Contract Price and any amounts due to CONTRACTOR. In the event OCSD receives a stop payment notice from any laborer or material supplier alleging non-payment by CONTRACTOR, OCSD shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

SECTION – 3 PROJECT

The Project is described as:

PROJECT NO. FE19-01

PUMP STATION AND POWER BUILDING 5 PORTABLE GENERATOR CONNECTORS

SECTION – 4 PLANS AND SPECIFICATIONS

The Work to be done is shown in a set of Plans and Specifications entitled:

PROJECT NO. FE19-01

PUMP STATION AND POWER BUILDING 5 PORTABLE GENERATOR CONNECTORS

Said Plans and Specifications and any revision, amendments and addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference.

SECTION – 5 TIME OF COMMENCEMENT AND COMPLETION

CONTRACTOR agrees to commence the Project within 15 calendar days from the date set forth in the "Notice to Proceed" sent by OCSD, unless otherwise specified therein and shall diligently prosecute the Work to completion within five hundred forty (540) calendar days from the date of the "Notice to Proceed" issued by OCSD, excluding delays caused or authorized by OCSD as set forth in Sections 7, 8, and 9 hereof, and applicable provisions in the General Conditions. The time for completion includes seven (7) calendar days determined by OCSD likely to be inclement weather when CONTRACTOR will be unable to work.

SECTION – 6 TIME IS OF THE ESSENCE

Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR's Work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the Work covered by this Contract with that of all other contractors, subcontractors and of OCSD, in a manner that will facilitate the efficient completion of the entire Work and

accomplish the required milestone(s), if any, by the applicable deadline(s) in accordance with Section 5 herein. OCSD shall have the right to assert complete control of the premises on which the Work is to be performed and shall have the right to decide the time or order in which the various portions of the Work shall be installed or the priority of the work of subcontractors, and, in general, all matters representing the timely and orderly conduct of the Work of CONTRACTOR on the premises.

SECTION – 7 EXCUSABLE DELAYS

CONTRACTOR shall only be excused for any delay in the prosecution or completion of the Project as specifically provided in General Conditions, “Extension of Time for Delay”, and the General Requirements, “By CONTRACTOR or Others – Unknown Utilities during Contract Work”. Extensions of time and extra compensation arising from such excusable delays will be determined in accordance with the General Conditions, “Extension of Time for Delay” and “Contract Price Adjustments and Payments”, and extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with General Requirements, “By CONTRACTOR or Others – Unknown Utilities during Contract Work”. OCSD’s decision will be conclusive on all parties to this Contract.

SECTION – 8 EXTRA WORK

The Contract Price as set forth in Section 11, includes compensation for all Work performed by CONTRACTOR, unless CONTRACTOR obtains a Change Order signed by a designated representative of OCSD specifying the exact nature of the Extra Work and the amount of extra compensation to be paid all as more particularly set forth in Section 9 hereof and the General Conditions, “Request for Change (Changes at CONTRACTOR’s Request)”, “OWNER Initiated Changes”, and “Contract Price Adjustments and Payments”.

In the event a Change Order is issued by OCSD pursuant to the Contract Documents, OCSD shall extend the time fixed in Section 5 for completion of the Project by the number of days, if

any, reasonably required for CONTRACTOR to perform the Extra Work, as determined by OCSD's ENGINEER. The decision of the ENGINEER shall be final.

SECTION – 9 CHANGES IN PROJECT

OCSD may at any time, without notice to any Surety, by Change Order, make any changes in the Work within the general scope of the Contract Document, including but not limited to changes:

1. In the Specifications (including Drawings and designs);
2. In the time, method or manner of performance of the Work;
3. In OCSD-furnished facilities, equipment, materials, services or site; or
4. Directing acceleration in the performance of the Work.

No change of period of performance or Contract Price, or any other change in the Contract Documents, shall be binding until the Contract is modified by a fully executed Change Order.

All Change Orders shall be issued in accordance with the requirements set forth in the General Conditions, "Request for Change (Changes at CONTRACTOR's Request)" and "OWNER Initiated Changes".

SECTION – 10 LIQUIDATED DAMAGES FOR DELAY

Liquidated Damages shall be payable in the amounts and upon the occurrence of such events or failure to meet such requirements or deadlines as provided in the Special Provisions, "Liquidated Damages and Incentives."

SECTION – 11 CONTRACT PRICE AND METHOD OF PAYMENT

- A. OCSD agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in approved Change Orders, the sum of One Million Two Hundred Seven Thousand Four Hundred Seventy-Nine Dollars (\$1,207,479) as itemized on the Attached Exhibit "A".

Upon satisfaction of the conditions precedent to payment set forth in the General Requirements, Additional General Requirements and General Conditions (including but not limited to Sections entitled "Mobilization Payment Requirements" and "Payment Itemized Breakdown of Contract Lump Sum Prices"), there shall be paid to the CONTRACTOR an initial Net Progress Payment for mobilization. OCSD shall issue at the commencement of the job a schedule which shows:

1. A minimum of one payment to be made to the CONTRACTOR for each successive four (4) week period as the Work progresses, and
2. The due dates for the CONTRACTOR to submit requests for payment to meet the payment schedule.

After the initial Net Progress Payment, and provided the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule, the CONTRACTOR shall be paid a Net Progress Payment on the corresponding monthly payment date set forth in the schedule.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the ENGINEER, stating that the Work for which payment is demanded has been performed in accordance with the terms of the Contract Documents, and that the amount stated in the certificate is due under the terms of the Contract.

Payment applications shall also be accompanied with all documentation, records, and releases as required by the Contract, Exhibit A, Schedule of Prices, and General Conditions, "Payment for Work – General". The Total amount of Progress Payments shall not exceed the actual value of the Work completed as certified by OCSD's ENGINEER.

The processing of payments shall not be considered as an acceptance of any part of the Work.

- B. As used in this Section, the following defined terms shall have the following meanings:
1. **“Net Progress Payment”** means a sum equal to the Progress Payment less the Retention Amount and other qualified deductions (Liquidated Damages, stop payment notices, etc.).
 2. **“Progress Payment”** means a sum equal to:
 - a. the value of the actual Work completed since the commencement of the Work as determined by OCSD;
 - b. plus the value of material suitably stored at the worksite, treatment plant or approved storage yards subject to or under the control of OCSD since the commencement of the Work as determined by OCSD;
 - c. less all previous Net Progress Payments;
 - d. less all amounts of previously qualified deductions;
 - e. less all amounts previously retained as Retention Amounts.
 3. **“Retention Amount”** for each Progress Payment means the percentage of each Progress Payment to be retained by OCSD to assure satisfactory completion of the Contract. The amount to be retained from each Progress Payment shall be determined as provided in the General Conditions –“Retained Funds; Substitution of Securities.”

SECTION – 12 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION OF FUNDS

Pursuant to Public Contract Code Section 22300 et seq., the CONTRACTOR may, at its sole expense, substitute securities as provided in General Conditions – “Retained Funds; Substitution of Securities.”

SECTION – 13 COMPLETION

Final Completion and Final Acceptance shall occur at the time and in the manner specified in the General Conditions, “Final Acceptance and Final Completion”, “Final Payment” and Exhibit A - Schedule of Prices.

Upon receipt of all documentation, records, and releases as required by the Contract from the CONTRACTOR, OCSD shall proceed with the Final Acceptance as specified in General Conditions.

SECTION – 14 CONTRACTOR’S EMPLOYEES COMPENSATION

A. 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.

B. 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 the same are on file in the Office of the ENGINEER of OCSD. The CONTRACTOR agrees that not less than said prevailing rates shall be paid to workers employed on this

public works 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 job site, which shall be made available to any interested party upon request.

C. Forfeiture for Violation:

CONTRACTOR shall, as a penalty to OCSD, forfeit Two Hundred Dollars (\$200.00) 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.

D. 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.

E. 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 him hereunder except as provided in paragraph (B) above. 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 calendar day and forty

(40) hours in any one 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.

F. Registration; Record of Wages; Inspection:

CONTRACTOR 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 by the California Department of Industrial Relations. CONTRACTOR shall maintain accurate payroll records and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.

CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations Section 16461(e).

SECTION – 15 SURETY BONDS

CONTRACTOR shall, before entering upon the performance of this Contract, furnish Bonds approved by OCSD's General Counsel – one in the amount of one hundred percent (100%) of the Contract amount, to guarantee the faithful performance of the Work, and the other in the amount of one hundred percent (100%) of the Contract amount to guarantee payment of all claims for labor and materials furnished. As changes to the Contract occur via approved Change Orders, the CONTRACTOR shall assure that the amounts of the Bonds are adjusted to maintain 100% of the Contract Price. This Contract shall not become effective until such Bonds are supplied to and approved by OCSD. Bonds must be issued by a Surety authorized by the State Insurance Commissioner to do business in California. The Performance Bond shall remain in full force and effect through the warranty period, as specified in Section 19 below. All Bonds required to be submitted relating to this Contract must comply with California Code of

Civil Procedure Section 995.630. Each Bond shall be executed in the name of the Surety insurer under penalty of perjury, or the fact of execution of each Bond shall be duly acknowledged before an officer authorized to take and certify acknowledgments, and either one of the following conditions shall be satisfied:

- A. A copy of the transcript or record of the unrevoked appointment, power of attorney, by-laws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer entitling or authorizing the person who executed the Bond to do so for and on behalf of the insurer, is on file in the Office of the County Clerk of the County of Orange; or
- B. A copy of a valid power of attorney is attached to the Bond.

SECTION – 16 INSURANCE

CONTRACTOR shall purchase and maintain, for the duration of the Contract, insurance against claims for injuries to persons, or damages to property which may arise from or in connection with the performance of the Work hereunder, and the results of that Work by CONTRACTOR, its agents, representatives, employees, or Subcontractors, in amounts equal to the requirements set forth below. CONTRACTOR shall not commence Work under this Contract until all insurance required under this Section is obtained in a form acceptable to OCSD, nor shall CONTRACTOR allow any Subcontractor to commence Work on a subcontract until all insurance required of the Subcontractor has been obtained. CONTRACTOR shall maintain all of the foregoing insurance coverages in force through the point at which the Work under this Contract is fully completed and accepted by OCSD pursuant to the provisions of the General Conditions, "Final Acceptance and Final Completion". Furthermore, CONTRACTOR shall maintain all of the foregoing insurance coverages in full force and effect throughout the warranty period, commencing on the date of Final Acceptance. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of OCSD by CONTRACTOR under Section 17 of this Contract. Notwithstanding nor diminishing the

obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, inclusive of all changes to the Contract Documents made in accordance with the provisions of the General Conditions, "Request for Change (Changes at CONTRACTOR's Request)" and/or "OWNER Initiated Changes", the following insurance in amounts not less than the amounts specified. OCSD reserves the right to amend the required limits of insurance commensurate with the CONTRACTOR's risk at any time during the course of the Project. No vehicles may enter OCSD premises/worksite without possessing the required insurance coverage.

CONTRACTOR's insurance shall also comply with all insurance requirements prescribed by agencies from whom permits shall be obtained for the Work and any other third parties from whom third party agreements are necessary to perform the Work (collectively, the "Third Parties"), The Special Provisions may list such requirements and sample forms and requirements from such Third Parties may be included in an attachment to the General Requirements. CONTRACTOR bears the responsibility to discover and comply with all requirements of Third Parties, including meeting specific insurance requirements, that are necessary for the complete performance of the Work. To the extent there is a conflict between the Third Parties' insurance requirements and those set forth by OCSD herein, the requirement(s) providing the more protective coverage for both OCSD and the Third Parties shall control and be purchased and maintained by CONTRACTOR.

Where permitted by law, CONTRACTOR hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against OCSD, its or their officers, agents, or employees, and any other contractor or subcontractor performing Work or rendering services on behalf of OCSD in connection with the planning, development and construction of the Project. In all its insurance coverages (except for Professional Liability/Errors and Omissions coverages, if

applicable) related to the Work, CONTRACTOR shall include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against OCSD, its or their officers, agents, or employees. Where permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its Subcontractors of every tier. A waiver of subrogation shall be effective as to any individual or entity, even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

A. Limits of Insurance

1. General Liability: Two Million Dollars (\$2,000,000) per occurrence and a general aggregate limit of Four Million Dollars (\$4,000,000) for bodily injury, personal injury and property damage. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or CG 25 04), then the aggregate limit may be equivalent to the per occurrence limit. Coverage shall include each of the following:
 - a. Premises-Operations.
 - b. Products and Completed Operations, with limits of at least Two Million Dollars (\$2,000,000) per occurrence and a general aggregate limit of Four Million Dollars (\$4,000,000) which shall be in effect at all times during the warranty period set forth in the Warranty section herein, and as set forth in the General Conditions, "Warranty (CONTRACTOR's Guarantee)", plus any additional extension or continuation of time to said warranty period that may be required or authorized by said provisions. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or CG 25 04), then the aggregate limit may be equivalent to the per occurrence limit.

- c. Broad Form Property Damage, expressly including damage arising out of explosion, collapse, or underground damage.
- d. Contractual Liability, expressly including the indemnity provisions assumed under this Contract.
- e. Separation of Insured Clause, providing that coverage applies separately to each insured, except with respect to the limits of liability.
- f. Independent CONTRACTOR's Liability.

To the extent first dollar coverage, including defense of any claim, is not available to OCSD or any other additional insured because of any SIR, deductible, or any other form of self insurance, CONTRACTOR is obligated to assume responsibility of insurer until the deductible, SIR or other condition of insurer assuming its defense and/or indemnity has been satisfied.

CONTRACTOR shall be responsible to pay any deductible or SIR.

- g. If a crane will be used, the General Liability insurance will be endorsed to add Riggers Liability coverage or its equivalent to cover the usage of the crane and exposures with regard to the crane operators, riggers and others involved in using the crane.
- h. If divers will be used, the General Liability insurance will be endorsed to cover marine liability or its equivalent to cover the usage of divers.

2. Automobile Liability: The CONTRACTOR shall maintain a policy of Automobile Liability Insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limits of liability coverage:

Either (1) a combined single limit of One Million Dollars (\$1,000,000) for bodily injury, personal injury and property damage;

Or alternatively, (2) Five Hundred Thousand Dollars (\$500,000) per person for bodily injury, One Million Dollars (\$1,000,000) per accident for bodily injury, and Five Hundred Thousand Dollars (\$500,000) per accident for property damage.

3. **Umbrella Excess Liability:** The minimum limits of general liability and automobile liability insurance required, as set forth above, shall be provided for either in a single policy of primary insurance or a combination of policies of primary and umbrella excess coverage. Excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automobile liability.
4. **Drone Liability Insurance:** If a drone will be used, drone liability insurance must be maintained by CONTRACTOR in the amount of One Million Dollars (\$1,000,000) in a form acceptable to OCSD.
5. **Worker's Compensation/Employer's Liability:** CONTRACTOR shall provide such Worker's Compensation Insurance as required by the Labor Code of the State of California, including employer's liability with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If an exposure to Jones Act liability may exist, the insurance required herein shall include coverage with regard to Jones Act claims.

B. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by OCSD. At the option of OCSD, either: the Insurer shall reduce or eliminate such self-insured retentions as respects OCSD, its Directors, officers, agents, CONSULTANTS, and employees; or CONTRACTOR shall provide a financial guarantee satisfactory to OCSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. Other Insurance Provisions

1. Each such policy of General Liability Insurance and Automobile Liability Insurance shall be endorsed to contain, the following provisions:
 - a. OCSD, its Directors, officers, agents, CONSULTANTS, and employees, and all public agencies from whom permits will be obtained, and their Directors, officers, agents, and employees are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of CONTRACTOR at or from any of the sites of OCSD in connection with this Contract, or acts and omissions of the additional insured in connection with its general supervision or inspection of said operations related to this Contract.
 - b. Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by OCSD shall be excess only and not contributing with insurance provided under this policy.
2. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, and that coverage shall not be cancelled for non-payment of premium except after ten (10) days prior written notice by certified mail, return receipt requested. Should there be changes in coverage or an increase in deductible or SIR amounts, CONTRACTOR undertakes to procure a manuscript endorsement from its insurer giving 30 days prior notice of such an event to OCSD, or to have its insurance broker/agent send to OCSD a certified letter describing the changes in coverage and any increase in deductible or SIR amounts. The certified letter must be sent Attention: Risk Management and shall be received not less than twenty (20) days prior to the effective date of the change(s). The letter must be

signed by a Director or Officer of the broker/agent and must be on company letterhead, and may be sent via e-mail in pdf format.

3. Coverage shall not extend to any indemnity coverage for the active negligence of any additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code Section 2782(b).
4. If required by a public agency from whom permit(s) will be obtained, each policy of General Liability Insurance and Automobile Liability Insurance shall be endorsed to specify by name the public agency and its legislative members, officers, agents, CONSULTANTS, and employees, to be additional insureds.

D. Acceptability of Insurers

Insurers must have an "A-", or better, Policyholder's Rating, and a Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best Rating Guide. OCSD recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best Rating Guide process. Nevertheless, OCSD will accept State Compensation Insurance Fund for the required policy of worker's compensation insurance, subject to OCSD's option, at any time during the term of this Contract, to require a change in insurer upon twenty (20) days written notice. Further, OCSD will require CONTRACTOR to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to CONTRACTOR by OCSD or its agent.

E. Verification of Coverage

CONTRACTOR shall furnish OCSD with original certificates and mandatory endorsements affecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by OCSD before Work commences. OCSD reserves the right to require complete, certified

F. Subcontractors

G. Required Forms and Endorsements

a. Certificate of Liability Form 25

In the event any of the following forms are cancelled by Insurance Services Office, Inc. (ISO), or are updated, the ISO replacement form or equivalent must be supplied.

- Page 20 of 24

3. Required State Compensation Insurance Fund Endorsements
 - a. Waiver of Subrogation Endorsement No. 2570
 - b. Cancellation Notice Endorsement No. 2065
4. Additional Required Endorsements
 - a. Notice of Policy Termination Manuscript Endorsement

SECTION – 17 RISK AND INDEMNIFICATION

All Work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR shall save, indemnify, defend, and keep OCSD and others harmless as more specifically set forth in General Conditions, "General Indemnification".

SECTION – 18 TERMINATION

This Contract may be terminated in whole or in part in writing by OCSD in the event of substantial failure by the CONTRACTOR to fulfill its obligations under this Agreement, or it may be terminated by OCSD for its convenience provided that such termination is effectuated in a manner and upon such conditions set forth more particularly in General Conditions, "Termination for Default" and/or "Termination for Convenience", provided that no termination may be effected unless proper notice is provided to CONTRACTOR at the time and in the manner provided in said General Conditions. If termination for default or convenience is effected by OCSD, an equitable adjustment in the price provided for in this Contract shall be made at the time and in the manner provided in the General Conditions, "Termination for Default" and "Termination for Convenience".

SECTION – 19 WARRANTY

The CONTRACTOR agrees to perform all Work under this Contract in accordance with the Contract Documents, including OCSD's designs, Drawings and Specifications.

The CONTRACTOR guarantees for a period of at least one (1) year from the date of Final Acceptance of the Work, pursuant to the General Conditions, "Final Acceptance and Final Completion" that the completed Work is free from all defects due to faulty materials, equipment or workmanship and that it shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. OCSD shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, OCSD may do so and charge the CONTRACTOR the cost incurred. The CONTRACTOR's warranty shall continue as to any corrected deficiency until the later of (1) the remainder of the original one-year warranty period; or (2) one year after acceptance by OCSD of the corrected Work. The Performance Bond and the Payment Bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR's obligations under this clause are in addition to the CONTRACTOR's other express or implied assurances under this Contract, including but not limited to specific manufacturer or other extended warranties specified in the Plans and Specifications, or state law and in no way diminish any other rights that OCSD may have against the CONTRACTOR for faulty materials, equipment or Work.

SECTION – 20 ASSIGNMENT

No assignment by the CONTRACTOR of this Contract or any part hereof, or of funds to be received hereunder, will be recognized by OCSD unless such assignment has had prior written approval and consent of OCSD and the Surety.

SECTION – 21 RESOLUTION OF DISPUTES

OCSD and the CONTRACTOR shall comply with the provisions of California Public Contract Code Section 20104 et. seq., regarding resolution of construction claims for any Claims which

arise between the CONTRACTOR and OCSD, as well as all applicable dispute and Claims provisions as set forth in the General Conditions and as otherwise required by law.

SECTION – 22 SAFETY & HEALTH

CONTRACTOR shall comply with all applicable safety and health requirements mandated by federal, state, city and/or public agency codes, permits, ordinances, regulations, and laws, as well as these Contract Documents, including but not limited to the General Requirements, Section entitled “Safety” and Exhibit B Contractor Safety Standards.

SECTION – 23 NOTICES

Any notice required or permitted under this Contract shall be sent by certified mail, return receipt requested, at the address set forth below. Any party whose address changes shall notify the other party in writing.

TO OCSD: Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, California 92708-7018
Attn: Clerk of the Board

Copy to: Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, California 92708-7018
Attn: Construction Manager

Bradley R. Hogin, Esquire
Woodruff, Spradlin & Smart
555 Anton Boulevard
Suite 1200
Costa Mesa, California 92626

TO CONTRACTOR: Pacific International Electric Company, Inc. dba
Pacific Industrial Electric
230 N. Orange Avenue
Brea, CA 92821

Copy to: Roxanne Medina, CEO
Pacific International Electric Company, Inc. dba
Pacific Industrial Electric
230 N. Orange Avenue
Brea, CA 92821

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as the date first hereinabove written.

CONTRACTOR: Pacific International Electric Company, Inc. dba Pacific Industrial Electric
230 N. Orange Avenue
Brea, CA 92821

By_____

Printed Name

Its_____

CONTRACTOR's State License No. 655104 (Expiration Date – 09/30/2022)

OCSD: Orange County Sanitation District

By_____

John B. Withers
Board Chairman

By_____

Kelly A. Lore
Clerk of the Board

By_____

Ruth Zintzun
Purchasing & Contracts Manager

EXHIBIT A
SCHEDULE OF PRICES

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SCHEDULE OF PRICES

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EXHIBIT A

SCHEDULE OF PRICES

EXA-1 BASIS OF COMPENSATION

CONTRACTOR will be paid the Contract Price according to the Schedule of Prices, and all other applicable terms and conditions of the Contract Documents.

EXA-2 PROGRESS PAYMENTS

Progress payments will be made in accordance with all applicable terms and conditions of the Contract Documents, including, but not limited to:

1. Contract Agreement – Section 11 – “Contract Price and Method of Payment;”
2. General Conditions – “Payment – General”;
3. General Conditions – “Payment – Applications for Payment”;
4. General Conditions – “Payment – Mobilization Payment Requirements;”
5. General Conditions – “Payment – Itemized Breakdown of Contract Lump Sum Prices”;
6. General Conditions – “Contract Price Adjustments and Payments”;
7. General Conditions – “Suspension of Payments”;
8. General Conditions – “OCSD’s Right to Withhold Certain Amounts and Make Application Thereof”; and
9. General Conditions – “Final Payment.”

EXA-3 RETENTION AND ESCROW ACCOUNTS

A. Retention:

OCSD shall retain a percentage of each progress payment to assure satisfactory completion of the Work. The amount to be retained from each progress payment shall be determined as provided in General Conditions – “Retained Funds; Substitution of Securities”. In all contracts between CONTRACTOR and its Subcontractors and/or Suppliers, the retention may not exceed the percentage specified in the Contract Documents.

B. Substitution of Securities:

CONTRACTOR may, at its sole expense, substitute securities as provided in General Conditions – “Retained Funds; Substitution of Securities.” Payment of Escrow Agent:

In lieu of substitution of securities as provided above, the CONTRACTOR may request and OCSD shall make payment of retention earned directly to the escrow agent at the expense of the CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investment of the payments into securities consistent with Government Code §16430 and the CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this article for securities deposited by the CONTRACTOR. Upon satisfactory completion of the Contract, the CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by the escrow agent from OCSD, pursuant to the terms of this article. The CONTRACTOR shall pay to each Subcontractor, not later than twenty (20) calendar days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to ensure the performance of the Subcontractor. The escrow agreement used by the escrow agent pursuant to this article shall be substantially similar to the form set forth in §22300 of the California Public Contract Code.

C. Release of Retention:

Upon Final Acceptance of the Work, the CONTRACTOR shall submit an invoice for release of retention in accordance with the terms of the Contract.

D. Additional Deductibles:

In addition to the retentions described above, OCSD may deduct from each progress payment any or all of the following:

1. Liquidated Damages that have occurred as of the date of the application for progress payment;
2. Deductions from previous progress payments already paid, due to OCSD's discovery of deficiencies in the Work or non-compliance with the Specifications or any other requirement of the Contract;
3. Sums expended by OCSD in performing any of the CONTRACTOR'S obligations under the Contract that the CONTRACTOR has failed to perform, and;
4. Other sums that OCSD is entitled to recover from the CONTRACTOR under the terms of the Contract, including without limitation insurance deductibles and assessments.

The failure of OCSD to deduct any of the above-identified sums from a progress payment shall not constitute a waiver of OCSD's right to such sums or to deduct them from a later progress payment.

EXA-4 STOP PAYMENT NOTICE

In addition to other amounts properly withheld under this article or under other provisions of the Contract, OCSD shall retain from progress payments otherwise due the CONTRACTOR an amount equal to one hundred twenty-five percent (125%) of the amount claimed under any stop payment notice under Civil Code §9350 et. seq. or other lien filed against the CONTRACTOR for labor, materials, supplies, equipment, and any other thing of value claimed to have been furnished to and/or incorporated into the Work; or for any other alleged contribution thereto. In addition to the foregoing and in accordance with Civil Code §9358 OCSD may also satisfy its duty to withhold funds for stop payment notices by refusing to release funds held in escrow pursuant to public receipt of a release of stop payment notice executed by a stop payment notice claimant, a stop payment notice release bond, an order of a court of competent jurisdiction, or other evidence satisfactory to OCSD that the CONTRACTOR has resolved such claim by settlement.

EXA-5 PAYMENT TO SUBCONTRACTORS

Requirements

1. The CONTRACTOR shall pay all Subcontractors for and on account of Work performed by such Subcontractors, not later than seven (7) days after receipt of each progress payment as required by the California Business and Professions Code §7108.5. Such payments to Subcontractors shall be based on the measurements and estimates made pursuant to article progress payments provided herein.
2. Except as specifically provided by law, the CONTRACTOR shall pay all Subcontractors any and all retention due and owing for and on account of Work performed by such Subcontractors not later than seven (7) days after CONTRACTOR'S receipt of said retention proceeds from OCSD as required by the California Public Contract Code §7107.

EXA-6 PAYMENT OF TAXES

Unless otherwise specifically provided in this Contract, the Contract Price includes full compensation to the CONTRACTOR for all taxes. The CONTRACTOR shall pay all federal, state, and local taxes, and duties applicable to and assessable against any Work, including but not limited to retail sales and use, transportation, export, import, business, and special taxes. The CONTRACTOR shall ascertain and pay the taxes when due. The CONTRACTOR will maintain auditable records, subject to OCSD reviews, confirming that tax payments are current at all times.

EXA-7 FINAL PAYMENT

After Final Acceptance of the Work, as more particularly set forth in the General Conditions, "Final Acceptance and Final Completion", and after Resolution of the Board authorizing final payment and satisfaction of the requirements as more particularly set forth in General Conditions – "Final Payment", a final payment will be made as follows:

1. Prior to Final Acceptance, the CONTRACTOR shall prepare and submit an application for Final Payment to OCSD, including:
 - a. The proposed total amount due the CONTRACTOR, segregated by items on the payment schedule, amendments, Change Orders, and other bases for payment;
 - b. Deductions for prior progress payments;
 - c. Amounts retained;
 - d. A conditional waiver and release on final payment for each Subcontractor (per Civil Code Section 8136);
 - e. A conditional waiver and release on final payment on behalf of the CONTRACTOR (per Civil Code Section 8136);
 - f. List of Claims the CONTRACTOR intends to file at that time or a statement that no Claims will be filed,
 - g. List of pending unsettled claims, stating claimed amounts, and copies of any and all complaints and/or demands for arbitration received by the CONTRACTOR; and
 - h. For each and every claim that resulted in litigation or arbitration which the CONTRACTOR has settled, a conformed copy of the Request for Dismissal with prejudice or other satisfactory evidence the arbitration is resolved.
2. The application for Final Payment shall include complete and legally effective releases or waivers of liens and stop payment notices satisfactory to OCSD, arising out of or filed in connection with the Work. Prior progress payments shall be subject to correction in OCSD's review of the application for Final Payment. Claims filed with the application for Final Payment must be otherwise timely under the Contract and applicable law.
3. Within a reasonable time, OCSD will review the CONTRACTOR'S application for Final Payment. Any recommended changes or corrections will then be forwarded to the CONTRACTOR. Within ten (10) calendar days after receipt of recommended changes from OCSD, the CONTRACTOR will make the changes, or list Claims that will be filed as a result of the changes, and shall submit the revised application for Final Payment. Upon

acceptance by OCSD, the revised application for Final Payment will become the approved application for Final Payment.

4. If no Claims have been filed with the initial or any revised application for Final Payment, and no Claims remain unsettled within thirty-five (35) calendar days after Final Acceptance of the Work by OCSD, and agreements are reached on all issues regarding the application for Final Payment, OCSD, in exchange for an executed release, satisfactory in form and substance to OCSD, will pay the entire sum found due on the approved application for Final Payment, including the amount, if any, allowed on settled Claims.
5. The release from the CONTRACTOR shall be from any and all Claims arising under the Contract, except for Claims that with the concurrence of OCSD are specifically reserved, and shall release and waive all unreserved Claims against OCSD and its officers, directors, employees and authorized representatives. The release shall be accompanied by a certification by the CONTRACTOR that:
 - a. It has resolved all Subcontractors, Suppliers and other Claims that are related to the settled Claims included in the Final Payment;
 - b. It has no reason to believe that any party has a valid claim against the CONTRACTOR or OCSD which has not been communicated in writing by the CONTRACTOR to OCSD as of the date of the certificate;
 - c. All warranties are in full force and effect, and;
 - d. The releases and the warranties shall survive Final Payment.
6. If any claims remain open, OCSD may make Final Payment subject to resolution of those claims. OCSD may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the sum of the amounts of the open claims, and one hundred twenty-five percent (125%) of the amounts of open stop payment notices referred to in article entitled stop payment notices herein.
7. The CONTRACTOR shall provide an unconditional waiver and release on final payment from each Subcontractor and Supplier providing Work under the Contract (per Civil Code Section 8138) and an unconditional waiver and release on final payment on behalf of the CONTRACTOR (per Civil Code Section 8138) within thirty (30) days of receipt of Final Payment.

EXA-8 DISCOVERY OF DEFICIENCIES BEFORE AND AFTER FINAL PAYMENT

Notwithstanding OCSD's acceptance of the application for Final Payment and irrespective of whether it is before or after Final Payment has been made, OCSD shall not be precluded from subsequently showing that:

1. The true and correct amount payable for the Work is different from that previously accepted;

2. The previously accepted Work did not in fact conform to the Contract requirements, or;
3. A previous payment or portion thereof for Work was improperly made.

OCSD also shall not be stopped from demanding and recovering damages from the CONTRACTOR, as appropriate, under any of the foregoing circumstances as permitted under the Contract or applicable law.

ATTACHMENT 1 – CERTIFICATION FOR REQUEST FOR PAYMENT

I hereby certify under penalty of perjury as follows:

That the claim for payment is in all respects true, correct; that the services mentioned herein were actually rendered and/or supplies delivered to OCSD in accordance with the Contract.

I understand that it is a violation of both the federal and California False Claims Acts to knowingly present or cause to be presented to OCSD a false claim for payment or approval.

A claim includes a demand or request for money. It is also a violation of the False Claims Acts to knowingly make use of a false record or statement to get a false claim paid. The term "knowingly" includes either actual knowledge of the information, deliberate ignorance of the truth or falsity of the information, or reckless disregard for the truth or falsity of the information. Proof of specific intent to defraud is not necessary under the False Claims Acts. I understand that the penalties under the Federal False Claims Act and State of California False Claims Act are non-exclusive, and are in addition to any other remedies which OCSD may have either under contract or law.

I hereby further certify, to the best of my knowledge and belief, that:

1. The amounts requested are only for performance in accordance with the Specifications, terms, and conditions of the Contract;
2. Payments to Subcontractors and Suppliers have been made from previous payments received under the Contract, and timely payments will be made from the proceeds of the payment covered by this certification;
3. This request for progress payments does not include any amounts which the prime CONTRACTOR intends to withhold or retain from a Subcontractor or Supplier in accordance with the terms and conditions of the subcontract; and
4. This certification is not to be construed as Final Acceptance of a Subcontractor's performance.

Name

Title

Date

ATTACHMENT 2 – SCHEDULE OF PRICES

See next pages for Bid Submittal Forms: Pacific Industrial Electric

BF-14 SCHEDULE OF PRICES, Pages 1 - 2

Bid Submitted By: Pacific Industrial Electric
(Name of Firm)

BF-14 SCHEDULE OF PRICES

INSTRUCTIONS

A. General

For Unit Prices, it is understood that the following quantities are approximate only and are solely for the purpose of estimating the comparison of Bids, and that the actual value of Work will be computed based upon the actual quantities in the completed Work, whether they be more or less than those shown. CONTRACTOR's compensation for the Work under the Contract Documents will be computed based upon the lump sum amount of the Contract at time of award, plus any additional or deleted costs approved by OCSD via approved Change Orders, pursuant to the Contract Documents.

Bidder shall separately price and accurately reflect costs associated with each line item, leaving no blanks. Any and all modifications to the Bid must be initialed by an authorized representative of the Bidder in accordance with the Instructions to Bidders, Preparation of Bid.

Bidders are reminded of Instruction to Bidders, Discrepancy in Bid Items, which, in summary, provides that the total price for each item shall be based on the Unit Price listed for each item multiplied by the quantity; and the correct Total Price for each item shall be totaled to determine the Total Amount of Bid.

All applicable costs including overhead and profit shall be reflected in the respective unit costs and the TOTAL AMOUNT OF BID. The Bid price shall include all costs to complete the Work, including profit, overhead, etc., unless otherwise specified in the Contract Documents. All applicable sales taxes, state and/or federal, and any other special taxes, patent rights or royalties shall be included in the prices quoted in this Bid.

B. Basis of Award

AWARD OF THE CONTRACT WILL BE MADE ON THE BASIS OF THE LOWEST RESPONSIVE AND RESPONSIBLE BID.

Note 1: Base Bid. Includes all costs necessary to furnish all labor, materials, equipment and services for the construction of the Project per the Contract Documents.

Bid Submitted By: Pacific Industrial Electric
(Name of Firm)

EXHIBIT A
SCHEDULE OF PRICES

BASE BID ITEMS (Refer to Note 1 in the Instructions):

Item No.	Description	Unit of Measurement	Approx Qty		Extended Price
1.	Mobilization: Initial progress payment for all fees, labor, materials and equipment required for mobilization, staging area, surety bonds, and other activities in conformance with the Contract Documents, for a fixed amount of...	Lump Sum	1	= \$	62,000
2.	Completion of Work: Furnish all labor, materials and equipment necessary for the completion of the Contract Work, except for the Work specified for Bid Item 1, in conformance with the Contract Documents, for the lump sum price of...	Lump Sum	1	= \$	1,145,479

TOTAL AMOUNT OF BID (BASIS OF AWARD) \$ 1,207,479

OPERATIONS COMMITTEE

Agenda Report

File #: 2021-1782

Agenda Date: 9/1/2021

Agenda Item No: 3.

FROM: James D. Herberg, General Manager
Originator: Kathy Millea, Director of Engineering

SUBJECT:

CONDITION ASSESSMENT ON-CALL CONTRACTOR SUPPORT SERVICES SPECIFICATION NO. S-2021-1255BD

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Service Contract with Jamison Engineering for Condition Assessment On-Call Contractor Support Services, Specification S-2021-1255BD, for the period of November 1, 2021 through October 31, 2022, for a total amount not to exceed \$783,470, with four, one-year renewal options; and
- B. Approve an annual contingency of \$78,347 (10%).

BACKGROUND

Contractor support services are used to support condition and/or corrosion assessments by Orange County Sanitation District (OC San) staff and corrosion consultants, and ensure that they are performed safely and efficiently. The Scope of Services includes, but is not limited to, confined space entry support, forced air ventilation, pipe cleaning, dewatering, bypass pumping, closed circuit television surveys, and minor incidental repairs.

Corrosion condition assessments provide vital information with respect to the condition and life expectancy of critical plant and collections process structures. Condition assessments are a key component of OC San's Asset Management Program.

RELEVANT STANDARDS

- Protection of OC San assets
- Maintain a proactive asset management program
- Maintain and adhere to appropriate internal planning documents (Strategic Plan)
- Commitment to safety & reducing risk is all operations

PROBLEM

Jamison Engineering currently provides on-call contractor support services for OC San's Asset Management Program. The current contract expires on October 31, 2021.

PROPOSED SOLUTION

OC San advertised an RFP on July 1, 2021 and two proposals were received. Based on OC San's evaluation process and pursuant to government codes, staff recommends approval of the Service Contract with Jamison Engineering for the Condition Assessment On-Call Contractor Support Services.

TIMING CONCERNS

The current contract will expire October 31, 2021. Delay of the new contract will suspend planned condition assessments that are part of the Asset Management Program.

RAMIFICATIONS OF NOT TAKING ACTION

There would be a reduction in the number of condition and corrosion assessments performed, increasing the risk of not detecting and addressing a deteriorating and failed condition.

PRIOR COMMITTEE/BOARD ACTIONS

September 2016 - Board approved On-Call Contractor Support Services, Specification No. S-2016-772BD, with Jamison Engineering for the period November 1, 2016 through October 31, 2017 for a total amount not to exceed \$700,615, with four one-year renewal options; and approved a contingency of \$70,061 (10%).

ADDITIONAL INFORMATION

A Request for Proposal (RFP) was issued for the Condition Assessment On-Call Contractor Support Services on July 1, 2021. A non-mandatory pre-proposal meeting was conducted virtually on July 14, 2021. The following evaluation criterion were described in the RFP and used to determine the most qualified company.

CRITERION	WEIGHT
Qualifications & Experience of Firm	30%
Staffing & Project Organization	30%
Understanding of Work	20%
Cost & Price	20%

Two proposals were received on July 30, 2021 and evaluated in accordance with the evaluation process set forth in OC San's Purchasing Ordinance by a pre-selected Evaluation Team consisting of one Engineering Supervisor, one Maintenance Superintendent, one Senior Engineer, and one Safety

Supervisor. Although OC San received two proposals, one company, Mehta Mechanical Company Inc., was found to be non-responsive for failing to submit a technical proposal.

The Evaluation Team met on August 3, 2021 and evaluated and scored the proposals on the established criterion as summarized in the table below:

	Firm	Qualifications & Experience (Max 30)	Proposed Staffing (Max 30)	Understanding of Work (Max 20)	Subtotal Score (Max 80)
1	Jamison Engineering	29	28	19	76
2	Mehta Mechanical	Non-Responsive			

All proposals were accompanied by a sealed cost proposal. Only the cost proposal for the responsive proposal was opened.

	Firm	Subtotal Score without Cost (Max 80)	Cost (Max 20)	Total Weighted Score (Max 100)
1	Jamison Engineering	76	20	96

Staff reviewed and ranked the proposals and Jamison Engineering was the top-ranked proposer. Jamison Engineering is qualified based on the firm's and project team's qualifications and safety certifications. They have the appropriate relevant experience with OC San and other agencies conducting similar work. Their approach and understanding of the work were determined to be satisfactory.

Staff recommends approval of a Service Agreement with Jamison Engineering for an amount not to exceed \$783,470 per year for the first contract period (November 2021 - October 2022) with an annual contingency of \$78,347 (10%) to account for unforeseen field conditions that may need immediate response while performing assessments.

CEQA

This is not a project as defined by the California Environmental Quality Act (CEQA), therefore CEQA does not apply.

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This recommendation would be funded under the Professional & Contractual Services line item for the Engineering Department (Budget Update Fiscal Year 2021-2022, Page 43). This contract will span over two separate Fiscal Years (Fiscal Year 2021-2022 and 2022-2023), and the available funding is sufficient for this action.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Draft Service Contract

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

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

WITNESSETH

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

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

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

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

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

1. Introduction

1.1 This Contract and all exhibits hereto is made by OC San and the Contractor. The terms and conditions herein exclusively govern the purchase of Services as described in Exhibit "A".

1.1 The term "Task Order", when referenced under this Contract, shall mean an order issued by the OC San Project Manager or designee for a specific scope of work.

1.2 Task Orders issued under this Contract shall be incorporated by reference and made part hereof, upon issuance of the Task Order.

1.3 Exhibits to this Contract are incorporated by reference and made a part of this Contract as though fully set forth at length herein.

Exhibit "A"	Scope of Work
Exhibit "B"	Proposal
Exhibit "C"	Determined Insurance Requirement Form
Exhibit "D"	Contractor Safety Standards
Exhibit "E"	Human Resources Policies
Exhibit "F"	General Conditions

1.1 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions in the document highest in precedence shall be controlling. The order of precedence of the Contract is set forth below:

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

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

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

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

1.4 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

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

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

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

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

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

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

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

3.3 Pursuant to Labor Code Section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations.

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

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

4. Payments and Invoicing

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

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

5. Audit Rights Contractor agrees that, during the term of this Contract and for a period of three (3) years after its termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.

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

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

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

9. Renewals

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

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

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

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

12. Termination

12.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San of intent to terminate. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) to the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost or claim hereunder by Contractor other than for work performed to the date of termination.

- 12.2 OC San reserves the right to terminate this Contract immediately upon OC San's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or any other default of this Contract.
- 12.3 OC San may also immediately cancel for default of this Contract in whole or in part by written notice to Contractor:
- if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
 - if Contractor sells its business; or
 - if Contractor breaches any of the terms of this Contract; or
 - if total amount of compensation exceeds the amount authorized under this Contract.
- 12.4 All OC San property in the possession or control of Contractor shall be returned by Contractor to OC San upon demand, or at the termination of this Contract, whichever occurs first.
13. **Insurance** Contractor and all subcontractors shall purchase and maintain, throughout the life of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Determined Insurance Requirement Form (attached hereto and incorporated herein as Exhibit "C"). Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to maintain required insurance coverage shall result in termination of this Contract.
14. **Bonds – Not Used**
15. **Indemnification and Hold Harmless Provision** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or be caused by Contractor's services under this Contract, or by its subcontractor(s) or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Contractor shall indemnify, protect, defend and hold harmless OC San, its elected and appointed officials, officers, agents and employees, from and against any and all claims, liabilities, damages or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person or damage to property or interference with the use of property, arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process, or any patented or unpatented invention, article or appliance, furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San.
16. **Contractor Safety Standards and Human Resources Policies** OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as Contractor Safety Standards while working at OC San locations. If

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

17. **Warranties** - Refer to General Conditions, Exhibit "F", GC-19 WARRANTY (CONTRACTOR'S GUARANTEE).
18. **Liquidated Damages** – Not Used
19. **Force Majeure** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government or any other cause beyond its control, but said party shall use reasonable efforts to minimize the extent of the delay. Work affected by a Force Majeure condition may be rescheduled by mutual consent or may be eliminated from the Contract.
20. **Freight (F.O.B. Destination)** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
21. **Familiarity with Work** By executing this Contract, Contractor warrants that: 1) it has investigated the work to be performed; and 2) it understands the facilities, difficulties and restrictions of the work under this Contract. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.
22. **Regulatory Requirements** Contractor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and California Water Codes Division 2. In addition, refer to General Conditions, Exhibit "F", GC-35, STORMWATER REQUIREMENTS.
23. **Environmental Compliance** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
24. **Licenses, Permits, Ordinances and Regulations** Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to engage in this work. Any and all fees required by Federal, State, County, City and/or municipal laws, codes and/or tariffs that pertain to the work performed under the terms of this Contract will be paid by Contractor.
25. **Applicable Laws and Regulations** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any permission required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically referenced.

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

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

27. **South Coast Air Quality Management District's (SCAQMD) Requirements** It is Contractor's responsibility that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting or demolition of asbestos containing components or structures, shall comply with the appropriate rules and regulations of the SCAQMD.
28. **Governing Law** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange, in the event any action is brought in connection with this Contract or the performance thereof.
29. **Breach** The waiver of either party of any breach or violation of, or default under, any provision of this Contract, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.
30. **Remedies** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods or Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods or Services, OC San may (1) cancel the Contract; (2) recover whatever amount of the purchase price OC San has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Contractor. In the event OC San elects to "cover" as described in (3), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods or Services and the Contract price, together with any incidental or consequential damages.
31. **Dispute Resolution - Refer to General Conditions, Exhibit "F", GC-25, DISPUTES**
32. **Attorney's Fees - Refer to General Conditions, Exhibit "F", GC-24, CLAIMS**
33. **Survival** The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.
34. **Severability** If any section, subsection, or provision of this Contract, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
35. **Damage to OC San's Property** Any of OC San's property damaged by Contractor, any subcontractors or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San. In addition, refer to General Conditions, Exhibit "F", GC-9, PRESERVATION OF PROPERTY.

36. **Disclosure** Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OC San.
37. **Independent Contractor** The legal relationship between the parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.
38. **Limitations upon Subcontracting and Assignment** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
39. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
40. **Non-Liability of OC San Officers and Employees** No officer or employee of OC San shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OC San or for any amount which may become due to Contractor or to its successor, or for breach of any obligation for the terms of this Contract.
41. **Read and Understood** By signing this Contract, Contractor represents that he has read and understood the terms and conditions of the Contract.
42. **Authority to Execute** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
43. **Entire Agreement** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

44. Notices All notices under this Contract must be in writing. Written notice shall be delivered by personal service or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. All notices shall be effective when first received at the following addresses:

OC San: [Buyer Name]
[Buyer Title]
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708

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

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

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

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

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Ruth Zintzun
Purchasing & Contracts Manager

[CONTRACTOR]

Dated: _____

By: _____

Print Name and Title of Officer

CMM

Exhibit “A”
SCOPE OF WORK

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

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I. ORGANIZATIONAL INFORMATION

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

II. SUMMARY

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

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

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

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

III. BACKGROUND, PROJECT DESCRIPTION AND PROJECT ELEMENTS

A. BACKGROUND

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

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

B. GENERAL PROJECT DESCRIPTION

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

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

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

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

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

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

The Contractor shall provide the following services:

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

C. PROJECT ELEMENTS

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

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

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

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

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

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

iii. PROJECT ELEMENT 3 – FORCED AIR VENTILATION

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

iv. PROJECT ELEMENT 4 – WATER JETTING – PIPE CLEANING

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

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

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

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

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

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

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

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

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

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

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

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

ix. PROJECT ELEMENT 9 – INCIDENTAL REPAIRS

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

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

IV. PROJECT MANAGEMENT

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

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

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

A. PROJECT SCHEDULE

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

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

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

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

B. PROJECT DOCUMENTATION

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

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

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

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

Phase 4 – Construction and Installation Services

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

C. CONSTRUCTION AND INSTALLATION SERVICES

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

D. WORK HOURS/NOISE REQUIREMENTS

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

V. SAFETY AND HEALTH REQUIREMENTS

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

A. INJURY AND ILLNESS PREVENTION PROGRAM

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

B. CONTRACTOR SAFETY ORIENTATION

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

C. JOB SAFETY ANALYSIS (JSA)

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

D. LOCKOUT TAGOUT (LOTO)

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

E. CONFINED SPACE ENTRY

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

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

F. FALL PROTECTION

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

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

G. HOT WORK

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

H. CHEMICAL SAFETY

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

I. TRAINING RECORDS

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

VI. TRAFFIC CONTROL

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

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

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

VII. SPILL REPORTING AND HANDLING

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

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

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

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

VIII. RESEALING MANHOLE and VAULT COVERS

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

IX. FOCUS MEETINGS AND DRY RUNS

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

X. MANAGEMENT OF SUBCONTRACTORS and SUB-CONSULTANTS

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

XI. REQUEST FOR CORROSION ASSESSMENT SUPPORT

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

File #: 2021-1793

Agenda Date: 9/1/2021

Agenda Item No: 4.

FROM: James D. Herberg, General Manager
Originator: Kathy Millea, Director of Engineering

SUBJECT:

EPSA MOTOR COOLING IMPROVEMENTS AT PLANT NO. 2, PROJECT NO. FE19-06

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for EPSA Motor Cooling Improvements at Plant No. 2, Project No. FE19-06;
- B. Award a Construction Contract to Mehta Mechanical Company Inc. dba MMC Inc. for EPSA Motor Cooling Improvements at Plant No. 2, Project No. FE19-06, for a total amount not to exceed \$854,000; and
- C. Approve a contingency of \$85,400 (10%).

BACKGROUND

Treated wastewater from Orange County Sanitation District (OC San) Plant Nos. 1 and 2 that cannot be reclaimed is pumped to the ocean through a five-mile-long outfall pipe. This pumping is accomplished by eight 120-million gallon per day pumps. The Ocean Outfall Booster Pump Station has five 2600-horsepower pumps, and the Effluent Pump Station Annex (EPSA) has three 3000-horsepower pumps. EPSA was completed in 2004 to supplement the capacity of the existing five outfall pumps.

Prior to widespread water conservation and reclamation through the Groundwater Replenishment System, outfall flows averaged around 240 million gallons per day. Now, discharges to the ocean average 88 million gallons per day, with minimum hourly flow rates dropping as low as 50 million gallons per day.

RELEVANT STANDARDS

- Comply with California Public Contract Code Section 20103.8, award construction contract to lowest responsive, responsible bidder
- Maintain a proactive asset management program

PROBLEM

At current low, night-time flow rates, an EPSA pump typically operates between 40% and 60% of full speed. The motor's air-cooling fans are driven by the motor shaft and provide insufficient air flow below 65% motor speed causing the motors to overheat. This limits the EPSA pumps availability to be rotated into service with the other five pumps Ocean Outfall Booster Station pumps.

PROPOSED SOLUTION

Award a Construction Contract for EPSA Motor Cooling Improvements at Plant No. 2, Project No. FE19-06. This project will install five new electrically driven fans on each EPSA pump motor to maintain air flow at low speeds to prevent motor overheating. This will allow the EPSA pumps to be operated in rotation with the other five outfall pumps.

TIMING CONCERNS

Until this work is completed, the EPSA pumps cannot be used for service, except during wet weather events.

RAMIFICATIONS OF NOT TAKING ACTION

The utility of the EPSA pumps is reduced until the cooling improvement are made.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

OC San advertised Project No. FE19-06 for bids on June 2, 2021, and two on-line bids were received on July 29, 2021. A summary of the bid opening follows:

Engineer's Estimate	\$ 835,000
<u>Bidder</u>	<u>Amount of Bid</u>
Mehta Mechanical Company Inc. dba MMC Inc.	\$ 854,000
Shimmick Construction Inc.	\$1,056,060

The bids were evaluated in accordance with OC San's policies and procedures. A notice was sent to all bidders on August 11, 2021, informing them of the intent of OC San staff to recommend award of the Construction Contract to Mehta Mechanical Company Inc. dba MMC Inc.

Staff recommends awarding a Construction Contract to the lowest responsive and responsible bidder, Mehta Mechanical Company Inc. dba MMC Inc. in an amount not to exceed \$854,000.

CEQA

The project is exempt from CEQA under the Class 1 categorical exemptions set forth in California Code of Regulations Section 15301. A Notice of Exemption will be filed with the OC Clerk-Recorder after OC San Board of Directors approval of the construction contract.

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted (Budget Update, Fiscal Year 2021-2022, Appendix A, Page A-8, Small Construction Projects Program, Project No. M-FE) and the budget is sufficient for the recommended action.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Construction Contract

SS:dm:gc

PART A
CONTRACT AGREEMENT

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CONTRACT AGREEMENT

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CONTRACT AGREEMENT
ORANGE COUNTY SANITATION DISTRICT

PROJECT NO. FE19-06
EPSA MOTOR COOLING IMPROVEMENTS AT PLANT NO. 2

THIS AGREEMENT is made and entered into, to be effective, this September 29, 2021, by and between Mehta Mechanical Company Inc. dba MMC Inc., hereinafter referred to as “CONTRACTOR” and the Orange County Sanitation District, hereinafter referred to as “OCSD”.

WITNESSETH

That for and in consideration of the promises and agreements hereinafter made and exchanged, OCSD and CONTRACTOR agree as follows:

SECTION – 1 GENERAL CONDITIONS

CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the Work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR’s investigation of all such matters and is in no way relying upon any opinions or representations of OCSD. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents are each incorporated into this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its Subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the Work covered by this Contract.

A. Contract Documents Order of Precedence

“Contract Documents” refers to those documents identified in the definition of “Contract Documents” in the General Conditions – Definitions.

CONFORMED

C-CA-103020
PROJECT NO. FE19-06
EPSA MOTOR COOLING IMPROVEMENTS AT PLANT NO. 2

1. In the event of a conflict between one Contract Document and any of the other Contract Documents, the provisions in the document highest in precedence shall be controlling. The order of precedence of the Contract Documents is as follows:
 - a. Supplemental Agreements – the last in time being the first in precedence
 - b. Addenda issued prior to the date for submittal of Bids – the last in time being the first in precedence
 - c. Contract Agreement
 - d. Permits and other regulatory requirements
 - e. Special Provisions
 - f. General Conditions (GC)
 - g. Notice Inviting Bids and Instruction to Bidders
 - h. Geotechnical Baseline Report (GBR), if attached as a Contract Document
 - i. Plans and Specifications – in these documents the order of precedence shall be:
 - i. Specifications (Divisions 01-17)
 - ii. Plans
 - iii. General Requirements (GR)
 - iv. Standard Drawings and Typical Details
 - j. CONTRACTOR's Bid
2. In the event of a conflict between terms within an individual Contract Document, the conflict shall be resolved by applying the following principles as appears applicable:
 - a. Figured dimensions on the Contract Documents shall govern. Dimensions not specified shall be as directed by the ENGINEER. Details not shown or specified shall be the same as similar parts that are shown or specified, or as

directed. Full-size details shall take precedence over scale Drawings as to shape and details of construction. Specifications shall govern as to material and workmanship.

- b. The Contract Documents calling for the higher quality material or workmanship shall prevail. Materials or Work described in words, which so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In the event of any discrepancy between any Drawings and the figures thereon, the figures shall be taken as correct.
- c. Scale Drawings, full-size details, and Specifications are intended to be fully complementary and to agree. Should any discrepancy between Contract Documents come to the CONTRACTOR's attention, or should an error occur in the efforts of others, which affect the Work, the CONTRACTOR shall notify the ENGINEER, in writing, at once. In the event any doubts or questions arise with respect to the true meaning of the Contract Documents, reference shall be made to the ENGINEER whose written decision shall be final. If the CONTRACTOR proceeds with the Work affected without written instructions from the ENGINEER, the CONTRACTOR shall be fully responsible for any resultant damage or defect.
- d. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to OCSD's ENGINEER, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR's own risk and expense. The decision of the ENGINEER shall be final.

In all matters relating to the acceptability of material, machinery or plant equipment; classifications of material or Work; the proper execution, progress or sequence of the Work; and quantities interpretation of the Contract Documents, the decision of the ENGINEER shall be final and binding, and shall be a condition precedent to any payment under the Contract, unless otherwise ordered by the Board of Directors.

B. Definitions

Capitalized terms used in this Contract are defined in the General Conditions, Definitions. Additional terms may be defined in the Special Provisions.

SECTION – 2 MATERIALS AND LABOR

CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by OCSD, to construct and complete the Project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, OCSD may settle such claims by making demand upon the Surety to this Contract. In the event of the failure or refusal of the Surety to satisfy said claims, OCSD may settle them directly and deduct the amount of payments from the Contract Price and any amounts due to CONTRACTOR. In the event OCSD receives a stop payment notice from any laborer or material supplier alleging non-payment by CONTRACTOR, OCSD shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

SECTION – 3 PROJECT

The Project is described as:

PROJECT NO. FE19-06

EPSA MOTOR COOLING IMPROVEMENTS AT PLANT NO. 2

SECTION – 4 PLANS AND SPECIFICATIONS

The Work to be done is shown in a set of Plans and Specifications entitled:

PROJECT NO. FE19-06

EPSA MOTOR COOLING IMPROVEMENTS AT PLANT NO. 2

Said Plans and Specifications and any revision, amendments and addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference.

SECTION – 5 TIME OF COMMENCEMENT AND COMPLETION

CONTRACTOR agrees to commence the Project within 15 calendar days from the date set forth in the "Notice to Proceed" sent by OCSD, unless otherwise specified therein and shall diligently prosecute the Work to completion within three hundred fifty (350) calendar days from the date of the "Notice to Proceed" issued by OCSD, excluding delays caused or authorized by OCSD as set forth in Sections 7, 8, and 9 hereof, and applicable provisions in the General Conditions.

The time for completion includes zero (0) calendar days determined by OCSD likely to be inclement weather when CONTRACTOR will be unable to work.

SECTION – 6 TIME IS OF THE ESSENCE

Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR's Work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the Work covered by this Contract with that of all other contractors, subcontractors and of OCSD, in a manner that will facilitate the efficient completion of the entire Work and accomplish the required milestone(s), if any, by the applicable deadline(s) in accordance with Section 5 herein. OCSD shall have the right to assert complete control of the premises on which the Work is to be performed and shall have the right to decide the time or order in which

CONFORMED

C-CA-103020
PROJECT NO. FE19-06
EPSA MOTOR COOLING IMPROVEMENTS AT PLANT NO. 2

the various portions of the Work shall be installed or the priority of the work of subcontractors, and, in general, all matters representing the timely and orderly conduct of the Work of CONTRACTOR on the premises.

SECTION – 7 EXCUSABLE DELAYS

CONTRACTOR shall only be excused for any delay in the prosecution or completion of the Project as specifically provided in General Conditions, “Extension of Time for Delay”, and the General Requirements, “By CONTRACTOR or Others – Unknown Utilities during Contract Work”. Extensions of time and extra compensation arising from such excusable delays will be determined in accordance with the General Conditions, “Extension of Time for Delay” and “Contract Price Adjustments and Payments”, and extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with General Requirements, “By CONTRACTOR or Others – Unknown Utilities during Contract Work”. OCSD’s decision will be conclusive on all parties to this Contract.

SECTION – 8 EXTRA WORK

The Contract Price as set forth in Section 11, includes compensation for all Work performed by CONTRACTOR, unless CONTRACTOR obtains a Change Order signed by a designated representative of OCSD specifying the exact nature of the Extra Work and the amount of extra compensation to be paid all as more particularly set forth in Section 9 hereof and the General Conditions, “Request for Change (Changes at CONTRACTOR’s Request)”, “OWNER Initiated Changes”, and “Contract Price Adjustments and Payments”.

In the event a Change Order is issued by OCSD pursuant to the Contract Documents, OCSD shall extend the time fixed in Section 5 for completion of the Project by the number of days, if any, reasonably required for CONTRACTOR to perform the Extra Work, as determined by OCSD’s ENGINEER. The decision of the ENGINEER shall be final.

SECTION – 9 CHANGES IN PROJECT

OCSD may at any time, without notice to any Surety, by Change Order, make any changes in the Work within the general scope of the Contract Document, including but not limited to changes:

1. In the Specifications (including Drawings and designs);
2. In the time, method or manner of performance of the Work;
3. In OCSD-furnished facilities, equipment, materials, services or site; or
4. Directing acceleration in the performance of the Work.

No change of period of performance or Contract Price, or any other change in the Contract Documents, shall be binding until the Contract is modified by a fully executed Change Order.

All Change Orders shall be issued in accordance with the requirements set forth in the General Conditions, "Request for Change (Changes at CONTRACTOR's Request)" and "OWNER Initiated Changes".

SECTION – 10 LIQUIDATED DAMAGES FOR DELAY

Liquidated Damages shall be payable in the amounts and upon the occurrence of such events or failure to meet such requirements or deadlines as provided in the Special Provisions, "Liquidated Damages and Incentives."

SECTION – 11 CONTRACT PRICE AND METHOD OF PAYMENT

A. OCSD agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in approved Change Orders, the sum of Eight Hundred Fifty-Four Thousand Dollars (\$854,000) as itemized on the Attached Exhibit "A".

Upon satisfaction of the conditions precedent to payment set forth in the General Requirements, Additional General Requirements and General Conditions (including but not limited to Sections entitled "Mobilization Payment Requirements" and "Payment

Itemized Breakdown of Contract Lump Sum Prices”), there shall be paid to the CONTRACTOR an initial Net Progress Payment for mobilization. OCSD shall issue at the commencement of the job a schedule which shows:

1. A minimum of one payment to be made to the CONTRACTOR for each successive four (4) week period as the Work progresses, and
2. The due dates for the CONTRACTOR to submit requests for payment to meet the payment schedule.

After the initial Net Progress Payment, and provided the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule, the CONTRACTOR shall be paid a Net Progress Payment on the corresponding monthly payment date set forth in the schedule.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the ENGINEER, stating that the Work for which payment is demanded has been performed in accordance with the terms of the Contract Documents, and that the amount stated in the certificate is due under the terms of the Contract. Payment applications shall also be accompanied with all documentation, records, and releases as required by the Contract, Exhibit A, Schedule of Prices, and General Conditions, “Payment for Work – General”. The Total amount of Progress Payments shall not exceed the actual value of the Work completed as certified by OCSD’s ENGINEER. The processing of payments shall not be considered as an acceptance of any part of the Work.

- B. As used in this Section, the following defined terms shall have the following meanings:
1. **“Net Progress Payment”** means a sum equal to the Progress Payment less the Retention Amount and other qualified deductions (Liquidated Damages, stop payment notices, etc.).

2. **“Progress Payment”** means a sum equal to:
 - a. the value of the actual Work completed since the commencement of the Work as determined by OCSD;
 - b. plus the value of material suitably stored at the worksite, treatment plant or approved storage yards subject to or under the control of OCSD since the commencement of the Work as determined by OCSD;
 - c. less all previous Net Progress Payments;
 - d. less all amounts of previously qualified deductions;
 - e. less all amounts previously retained as Retention Amounts.
3. **“Retention Amount”** for each Progress Payment means the percentage of each Progress Payment to be retained by OCSD to assure satisfactory completion of the Contract. The amount to be retained from each Progress Payment shall be determined as provided in the General Conditions –“Retained Funds; Substitution of Securities.”

SECTION – 12 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION OF FUNDS

Pursuant to Public Contract Code Section 22300 et seq., the CONTRACTOR may, at its sole expense, substitute securities as provided in General Conditions – “Retained Funds; Substitution of Securities.”

SECTION – 13 COMPLETION

Final Completion and Final Acceptance shall occur at the time and in the manner specified in the General Conditions, “Final Acceptance and Final Completion”, “Final Payment” and Exhibit A - Schedule of Prices.

Upon receipt of all documentation, records, and releases as required by the Contract from the CONTRACTOR, OCSD shall proceed with the Final Acceptance as specified in General Conditions.

SECTION – 14 CONTRACTOR’S EMPLOYEES COMPENSATION

A. 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.

B. 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 the same are on file in the Office of the ENGINEER of OCSD. The CONTRACTOR agrees that not less than said prevailing rates shall be paid to workers employed on this public works 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 job site, which shall be made available to any interested party upon request.

C. Forfeiture for Violation:

CONTRACTOR shall, as a penalty to OCSD, forfeit Two Hundred Dollars (\$200.00) 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.

D. 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.

E. 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 him hereunder except as provided in paragraph (B) above. 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 calendar day and forty (40) hours in any one 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.

F. Registration; Record of Wages; Inspection:

CONTRACTOR 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 by the California Department of Industrial Relations. CONTRACTOR shall maintain accurate payroll records and shall submit payroll records to the Labor

Commissioner pursuant to Labor Code Section 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.

CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations Section 16461(e).

SECTION – 15 SURETY BONDS

CONTRACTOR shall, before entering upon the performance of this Contract, furnish Bonds approved by OCSD's General Counsel – one in the amount of one hundred percent (100%) of the Contract amount, to guarantee the faithful performance of the Work, and the other in the amount of one hundred percent (100%) of the Contract amount to guarantee payment of all claims for labor and materials furnished. As changes to the Contract occur via approved Change Orders, the CONTRACTOR shall assure that the amounts of the Bonds are adjusted to maintain 100% of the Contract Price. This Contract shall not become effective until such Bonds are supplied to and approved by OCSD. Bonds must be issued by a Surety authorized by the State Insurance Commissioner to do business in California. The Performance Bond shall remain in full force and effect through the warranty period, as specified in Section 19 below. All Bonds required to be submitted relating to this Contract must comply with California Code of Civil Procedure Section 995.630. Each Bond shall be executed in the name of the Surety insurer under penalty of perjury, or the fact of execution of each Bond shall be duly acknowledged before an officer authorized to take and certify acknowledgments, and either one of the following conditions shall be satisfied:

- A. A copy of the transcript or record of the unrevoked appointment, power of attorney, by-laws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer entitling or authorizing the person who executed the Bond to do so for and on behalf of the insurer, is on file in the Office of the County Clerk of the County of Orange; or

B. A copy of a valid power of attorney is attached to the Bond.

SECTION – 16 INSURANCE

CONTRACTOR shall purchase and maintain, for the duration of the Contract, insurance against claims for injuries to persons, or damages to property which may arise from or in connection with the performance of the Work hereunder, and the results of that Work by CONTRACTOR, its agents, representatives, employees, or Subcontractors, in amounts equal to the requirements set forth below. CONTRACTOR shall not commence Work under this Contract until all insurance required under this Section is obtained in a form acceptable to OCSD, nor shall CONTRACTOR allow any Subcontractor to commence Work on a subcontract until all insurance required of the Subcontractor has been obtained. CONTRACTOR shall maintain all of the foregoing insurance coverages in force through the point at which the Work under this Contract is fully completed and accepted by OCSD pursuant to the provisions of the General Conditions, "Final Acceptance and Final Completion". Furthermore, CONTRACTOR shall maintain all of the foregoing insurance coverages in full force and effect throughout the warranty period, commencing on the date of Final Acceptance. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of OCSD by CONTRACTOR under Section 17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, inclusive of all changes to the Contract Documents made in accordance with the provisions of the General Conditions, "Request for Change (Changes at CONTRACTOR's Request)" and/or "OWNER Initiated Changes", the following insurance in amounts not less than the amounts specified. OCSD reserves the right to amend the required limits of insurance commensurate with the CONTRACTOR's risk at any time during the course of the Project. No vehicles may enter OCSD premises/worksite without possessing the required insurance coverage.

CONTRACTOR's insurance shall also comply with all insurance requirements prescribed by agencies from whom permits shall be obtained for the Work and any other third parties from whom third party agreements are necessary to perform the Work (collectively, the "Third Parties"), The Special Provisions may list such requirements and sample forms and requirements from such Third Parties may be included in an attachment to the General Requirements. CONTRACTOR bears the responsibility to discover and comply with all requirements of Third Parties, including meeting specific insurance requirements, that are necessary for the complete performance of the Work. To the extent there is a conflict between the Third Parties' insurance requirements and those set forth by OCSD herein, the requirement(s) providing the more protective coverage for both OCSD and the Third Parties shall control and be purchased and maintained by CONTRACTOR.

If CONTRACTOR maintains higher limits than the minimums shown in this Section, OCSD requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

Where permitted by law, CONTRACTOR hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against OCSD, its or their officers, agents, or employees, and any other contractor or subcontractor performing Work or rendering services on behalf of OCSD in connection with the planning, development and construction of the Project. In all its insurance coverages (except for Professional Liability/Errors and Omissions coverages, if applicable) related to the Work, CONTRACTOR shall include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against OCSD, its or their officers, agents, or employees, or any other contractor or subcontractor performing Work or rendering services at the Project. Where permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its Subcontractors of every tier. A waiver of

subrogation shall be effective as to any individual or entity, even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

A. Limits of Insurance

1. General Liability: Two Million Dollars (\$2,000,000) per occurrence and a general aggregate limit of Four Million Dollars (\$4,000,000) for bodily injury, personal injury and property damage. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or CG 25 04), then the aggregate limit may be equivalent to the per occurrence limit. Coverage shall include each of the following:
 - a. Premises-Operations.
 - b. Products and Completed Operations, with limits of at least Two Million Dollars (\$2,000,000) per occurrence and a general aggregate limit of Four Million Dollars (\$4,000,000) which shall be in effect at all times during the warranty period set forth in the Warranty section herein, and as set forth in the General Conditions, "Warranty (CONTRACTOR's Guarantee)", plus any additional extension or continuation of time to said warranty period that may be required or authorized by said provisions. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or CG 25 04), then the aggregate limit may be equivalent to the per occurrence limit.
 - c. Broad Form Property Damage, expressly including damage arising out of explosion, collapse, or underground damage.
 - d. Contractual Liability, expressly including the indemnity provisions assumed under this Contract.

e. Separation of Insured Clause, providing that coverage applies separately to each insured, except with respect to the limits of liability.

f. Independent CONTRACTOR's Liability.

To the extent first dollar coverage, including defense of any claim, is not available to OCSD or any other additional insured because of any SIR, deductible, or any other form of self-insurance, CONTRACTOR is obligated to assume responsibility of insurer until the deductible, SIR or other condition of insurer assuming its defense and/or indemnity has been satisfied.

CONTRACTOR shall be responsible to pay any deductible or SIR.

g. If a crane will be used, the General Liability insurance will be endorsed to add Riggers Liability coverage or its equivalent to cover the usage of the crane and exposures with regard to the crane operators, riggers and others involved in using the crane.

h. If divers will be used, the General Liability insurance will be endorsed to cover marine liability or its equivalent to cover the usage of divers.

2. Automobile Liability: The CONTRACTOR shall maintain a policy of Automobile Liability Insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limit of liability coverage:

A combined single limit of One Million Dollars (\$1,000,000).

3. Umbrella Excess Liability: The minimum limits of general liability and automobile liability insurance required, as set forth above, shall be provided for either in a single policy of primary insurance or a combination of policies of primary and umbrella excess coverage. Excess liability coverage shall be issued with limits of liability

which, when combined with the primary insurance, will equal the minimum limits for general liability and automobile liability.

4. Drone Liability Insurance: If a drone will be used, drone liability insurance must be maintained by CONTRACTOR in the amount of One Million Dollars (\$1,000,000) in a form acceptable to OCSD.
5. Worker's Compensation/Employer's Liability: CONTRACTOR shall provide such Worker's Compensation Insurance as required by the Labor Code of the State of California, including employer's liability with a minimum limit of per accident for bodily injury or disease. If an exposure to Jones Act liability may exist, the insurance required herein shall include coverage with regard to Jones Act claims.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by OCSD. At the option of OCSD, either: the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OCSD, its Directors, officers, agents, CONSULTANTS, and employees; or CONTRACTOR shall provide a financial guarantee satisfactory to OCSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. Other Insurance Provisions

1. Each such policy of General Liability Insurance and Automobile Liability Insurance shall be endorsed to contain, the following provisions:
 - a. OCSD, its Directors, officers, agents, CONSULTANTS, and employees, and all public agencies from whom permits will be obtained, and their Directors, officers, agents, and employees are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of CONTRACTOR at or from any of the sites of OCSD in connection with this

Contract, or acts and omissions of the additional insured in connection with its general supervision or inspection of said operations related to this Contract.

- b. Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by OCSD shall be excess only and not contributing with insurance provided under this policy.
2. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, and that coverage shall not be cancelled for non-payment of premium except after ten (10) days prior written notice by certified mail, return receipt requested. Should there be changes in coverage or an increase in deductible or SIR amounts, CONTRACTOR undertakes to procure a manuscript endorsement from its insurer giving 30 days prior notice of such an event to OCSD, or to have its insurance broker/agent send to OCSD a certified letter describing the changes in coverage and any increase in deductible or SIR amounts. The certified letter must be sent Attention: Risk Management and shall be received not less than twenty (20) days prior to the effective date of the change(s). The letter must be signed by a Director or Officer of the broker/agent and must be on company letterhead, and may be sent via e-mail in pdf format.
3. Coverage shall not extend to any indemnity coverage for the active negligence of any additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code Section 2782(b).
4. If required by a public agency from whom permit(s) will be obtained, each policy of General Liability Insurance and Automobile Liability Insurance shall be endorsed to specify by name the public agency and its legislative members, officers, agents, CONSULTANTS, and employees, to be additional insureds.

D. Acceptability of Insurers

Insurers must have an "A-", or better, Policyholder's Rating, and a Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best Rating Guide. OCSD recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best Rating Guide process. Nevertheless, OCSD will accept State Compensation Insurance Fund for the required policy of worker's compensation insurance, subject to OCSD's option, at any time during the term of this Contract, to require a change in insurer upon twenty (20) days written notice. Further, OCSD will require CONTRACTOR to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to CONTRACTOR by OCSD or its agent.

E. Verification of Coverage

CONTRACTOR shall furnish OCSD with original certificates and mandatory endorsements affecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by OCSD before Work commences. OCSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these Specifications at any time.

F. Subcontractors

CONTRACTOR shall be responsible to establish insurance requirements for any Subcontractors hired by CONTRACTOR. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the Subcontractor's operations and work. OCSD and any public agency issuing permits for the Project must be named as "Additional Insured" on any General Liability or Automobile Liability policy obtained by a Subcontractor. The CONTRACTOR must obtain copies and maintain current versions of

all Subcontractors' policies, Certificate of Liability and mandatory endorsements effecting coverage. Upon request, CONTRACTOR must furnish OCSD with the above referenced required documents.

G. Required Forms and Endorsements

1. Required ACORD Form

- a. Certificate of Liability Form 25

2. Required Insurance Services Office, Inc. Endorsements (when alternative forms are shown, they are listed in order of preference)

In the event any of the following forms are cancelled by Insurance Services Office, Inc. (ISO), or are updated, the ISO replacement form or equivalent must be supplied.

- a. Commercial General Liability Form CG-0001 10 01
- b. Additional Insured Including Products-Completed Operations Form CG-2010 10 01 **and** Form CG-2037 10 01
- c. Waiver of Transfer of Rights of Recovery Against Others to Us/ Waiver of Subrogation Form CG-2404 11 85; **or** Form CG-2404 10 93

3. Required State Compensation Insurance Fund Endorsements

- a. Waiver of Subrogation Endorsement No. 2570
- b. Cancellation Notice Endorsement No. 2065

4. Additional Required Endorsements

- a. Notice of Policy Termination Manuscript Endorsement

SECTION – 17 RISK AND INDEMNIFICATION

All Work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR shall save, indemnify, defend, and keep OCSD and others harmless as more specifically set forth in General Conditions, "General Indemnification".

SECTION – 18 TERMINATION

This Contract may be terminated in whole or in part in writing by OCSD in the event of substantial failure by the CONTRACTOR to fulfill its obligations under this Agreement, or it may be terminated by OCSD for its convenience provided that such termination is effectuated in a manner and upon such conditions set forth more particularly in General Conditions, “Termination for Default” and/or “Termination for Convenience”, provided that no termination may be effected unless proper notice is provided to CONTRACTOR at the time and in the manner provided in said General Conditions. If termination for default or convenience is effected by OCSD, an equitable adjustment in the price provided for in this Contract shall be made at the time and in the manner provided in the General Conditions, “Termination for Default” and “Termination for Convenience”.

SECTION – 19 WARRANTY

The CONTRACTOR agrees to perform all Work under this Contract in accordance with the Contract Documents, including OCSD’s designs, Drawings and Specifications.

The CONTRACTOR guarantees for a period of at least one (1) year from the date of Final Acceptance of the Work, pursuant to the General Conditions, “Final Acceptance and Final Completion” that the completed Work is free from all defects due to faulty materials, equipment or workmanship and that it shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. OCSD shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, OCSD may do so and charge the CONTRACTOR the cost incurred. The CONTRACTOR’s warranty shall continue as to any corrected deficiency until the later of (1) the remainder of the original one-year warranty period;

or (2) one year after acceptance by OCSD of the corrected Work. The Performance Bond and the Payment Bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR's obligations under this clause are in addition to the CONTRACTOR's other express or implied assurances under this Contract, including but not limited to specific manufacturer or other extended warranties specified in the Plans and Specifications, or state law and in no way diminish any other rights that OCSD may have against the CONTRACTOR for faulty materials, equipment or Work.

SECTION – 20 ASSIGNMENT

No assignment by the CONTRACTOR of this Contract or any part hereof, or of funds to be received hereunder, will be recognized by OCSD unless such assignment has had prior written approval and consent of OCSD and the Surety.

SECTION – 21 RESOLUTION OF DISPUTES

OCSD and the CONTRACTOR shall comply with the provisions of California Public Contract Code Section 20104 et. seq., regarding resolution of construction claims for any Claims which arise between the CONTRACTOR and OCSD, as well as all applicable dispute and Claims provisions as set forth in the General Conditions and as otherwise required by law.

SECTION – 22 SAFETY & HEALTH

CONTRACTOR shall comply with all applicable safety and health requirements mandated by federal, state, city and/or public agency codes, permits, ordinances, regulations, and laws, as well as these Contract Documents, including but not limited to the General Requirements, Section entitled "Safety" and Exhibit B Contractor Safety Standards.

[THIS SECTION INTENTIONALLY LEFT BLANK]

SECTION – 23 NOTICES

Any notice required or permitted under this Contract shall be sent by certified mail, return receipt requested, at the address set forth below. Any party whose address changes shall notify the other party in writing.

TO OCSD: Orange County Sanitation District
 10844 Ellis Avenue
 Fountain Valley, California 92708-7018
 Attn: Clerk of the Board

Copy to: Orange County Sanitation District
 10844 Ellis Avenue
 Fountain Valley, California 92708-7018
 Attn: Construction Manager

Bradley R. Hogin, Esquire
Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, California 92626

TO CONTRACTOR: Mehta Mechanical Company Inc. dba MMC Inc.
 5901 Fresca Drive
 La Palma, CA 90623

Copy to: Jagat S. Mehta, President
 Mehta Mechanical Company Inc. dba MMC Inc.
 5901 Fresca Drive
 La Palma, CA 90623

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as the date first hereinabove written.

CONTRACTOR: Mehta Mechanical Company Inc. dba MMC Inc.
5901 Fresca Drive
La Palma, CA 90623

By_____

Printed Name

Its_____

CONTRACTOR's State License No. 573635 (Expiration Date – 7/31/2022)

OCSD: Orange County Sanitation District

By_____

John B. Withers
Board Chairman

By_____

Kelly A. Lore
Clerk of the Board

By_____

Ruth Zintzun
Purchasing & Contracts Manager

EXHIBIT A
SCHEDULE OF PRICES

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EXHIBIT A

SCHEDULE OF PRICES

EXA-1 BASIS OF COMPENSATION

CONTRACTOR will be paid the Contract Price according to the Schedule of Prices, and all other applicable terms and conditions of the Contract Documents.

EXA-2 PROGRESS PAYMENTS

Progress payments will be made in accordance with all applicable terms and conditions of the Contract Documents, including, but not limited to:

1. Contract Agreement – Section 11 – “Contract Price and Method of Payment;”
2. General Conditions – “Payment – General”;
3. General Conditions – “Payment – Applications for Payment”;
4. General Conditions – “Payment – Mobilization Payment Requirements;”
5. General Conditions – “Payment – Itemized Breakdown of Contract Lump Sum Prices”;
6. General Conditions – “Contract Price Adjustments and Payments”;
7. General Conditions – “Suspension of Payments”;
8. General Conditions – “OCSD’s Right to Withhold Certain Amounts and Make Application Thereof”; and
9. General Conditions – “Final Payment.”

EXA-3 RETENTION AND ESCROW ACCOUNTS

A. Retention:

OCSD shall retain a percentage of each progress payment to assure satisfactory completion of the Work. The amount to be retained from each progress payment shall be determined as provided in General Conditions – “Retained Funds; Substitution of Securities”. In all contracts between CONTRACTOR and its Subcontractors and/or Suppliers, the retention may not exceed the percentage specified in the Contract Documents.

B. Substitution of Securities:

CONTRACTOR may, at its sole expense, substitute securities as provided in General Conditions – “Retained Funds; Substitution of Securities.” Payment of Escrow Agent:

In lieu of substitution of securities as provided above, the CONTRACTOR may request and OCSD shall make payment of retention earned directly to the escrow agent at the expense of the CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investment of the payments into securities consistent with Government Code §16430 and the CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this article for securities deposited by the CONTRACTOR. Upon satisfactory completion of the Contract, the CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by the escrow agent from OCSD, pursuant to the terms of this article. The CONTRACTOR shall pay to each Subcontractor, not later than twenty (20) calendar days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to ensure the performance of the Subcontractor. The escrow agreement used by the escrow agent pursuant to this article shall be substantially similar to the form set forth in §22300 of the California Public Contract Code.

C. Release of Retention:

Upon Final Acceptance of the Work, the CONTRACTOR shall submit an invoice for release of retention in accordance with the terms of the Contract.

D. Additional Deductibles:

In addition to the retentions described above, OCSD may deduct from each progress payment any or all of the following:

1. Liquidated Damages that have occurred as of the date of the application for progress payment;
2. Deductions from previous progress payments already paid, due to OCSD's discovery of deficiencies in the Work or non-compliance with the Specifications or any other requirement of the Contract;
3. Sums expended by OCSD in performing any of the CONTRACTOR'S obligations under the Contract that the CONTRACTOR has failed to perform, and;
4. Other sums that OCSD is entitled to recover from the CONTRACTOR under the terms of the Contract, including without limitation insurance deductibles and assessments.

The failure of OCSD to deduct any of the above-identified sums from a progress payment shall not constitute a waiver of OCSD's right to such sums or to deduct them from a later progress payment.

EXA-4 STOP PAYMENT NOTICE

In addition to other amounts properly withheld under this article or under other provisions of the Contract, OCSD shall retain from progress payments otherwise due the CONTRACTOR an amount equal to one hundred twenty-five percent (125%) of the amount claimed under any stop payment notice under Civil Code §9350 et. seq. or other lien filed against the CONTRACTOR for labor, materials, supplies, equipment, and any other thing of value claimed to have been furnished to and/or incorporated into the Work; or for any other alleged contribution thereto. In addition to the foregoing and in accordance with Civil Code §9358 OCSD may also satisfy its duty to withhold funds for stop payment notices by refusing to release funds held in escrow pursuant to public receipt of a release of stop payment notice executed by a stop payment notice claimant, a stop payment notice release bond, an order of a court of competent jurisdiction, or other evidence satisfactory to OCSD that the CONTRACTOR has resolved such claim by settlement.

EXA-5 PAYMENT TO SUBCONTRACTORS

Requirements

1. The CONTRACTOR shall pay all Subcontractors for and on account of Work performed by such Subcontractors, not later than seven (7) days after receipt of each progress payment as required by the California Business and Professions Code §7108.5. Such payments to Subcontractors shall be based on the measurements and estimates made pursuant to article progress payments provided herein.
2. Except as specifically provided by law, the CONTRACTOR shall pay all Subcontractors any and all retention due and owing for and on account of Work performed by such Subcontractors not later than seven (7) days after CONTRACTOR'S receipt of said retention proceeds from OCSD as required by the California Public Contract Code §7107.

EXA-6 PAYMENT OF TAXES

Unless otherwise specifically provided in this Contract, the Contract Price includes full compensation to the CONTRACTOR for all taxes. The CONTRACTOR shall pay all federal, state, and local taxes, and duties applicable to and assessable against any Work, including but not limited to retail sales and use, transportation, export, import, business, and special taxes. The CONTRACTOR shall ascertain and pay the taxes when due. The CONTRACTOR will maintain auditable records, subject to OCSD reviews, confirming that tax payments are current at all times.

EXA-7 FINAL PAYMENT

After Final Acceptance of the Work, as more particularly set forth in the General Conditions, "Final Acceptance and Final Completion", and after Resolution of the Board authorizing final payment and satisfaction of the requirements as more particularly set forth in General Conditions – "Final Payment", a final payment will be made as follows:

1. Prior to Final Acceptance, the CONTRACTOR shall prepare and submit an application for Final Payment to OCSD, including:
 - a. The proposed total amount due the CONTRACTOR, segregated by items on the payment schedule, amendments, Change Orders, and other bases for payment;
 - b. Deductions for prior progress payments;
 - c. Amounts retained;
 - d. A conditional waiver and release on final payment for each Subcontractor (per Civil Code Section 8136);
 - e. A conditional waiver and release on final payment on behalf of the CONTRACTOR (per Civil Code Section 8136);
 - f. List of Claims the CONTRACTOR intends to file at that time or a statement that no Claims will be filed,
 - g. List of pending unsettled claims, stating claimed amounts, and copies of any and all complaints and/or demands for arbitration received by the CONTRACTOR; and
 - h. For each and every claim that resulted in litigation or arbitration which the CONTRACTOR has settled, a conformed copy of the Request for Dismissal with prejudice or other satisfactory evidence the arbitration is resolved.
2. The application for Final Payment shall include complete and legally effective releases or waivers of liens and stop payment notices satisfactory to OCSD, arising out of or filed in connection with the Work. Prior progress payments shall be subject to correction in OCSD's review of the application for Final Payment. Claims filed with the application for Final Payment must be otherwise timely under the Contract and applicable law.
3. Within a reasonable time, OCSD will review the CONTRACTOR'S application for Final Payment. Any recommended changes or corrections will then be forwarded to the CONTRACTOR. Within ten (10) calendar days after receipt of recommended changes from OCSD, the CONTRACTOR will make the changes, or list Claims that will be filed as a result of the

changes, and shall submit the revised application for Final Payment. Upon acceptance by OCSD, the revised application for Final Payment will become the approved application for Final Payment.

4. If no Claims have been filed with the initial or any revised application for Final Payment, and no Claims remain unsettled within thirty-five (35) calendar days after Final Acceptance of the Work by OCSD, and agreements are reached on all issues regarding the application for Final Payment, OCSD, in exchange for an executed release, satisfactory in form and substance to OCSD, will pay the entire sum found due on the approved application for Final Payment, including the amount, if any, allowed on settled Claims.
5. The release from the CONTRACTOR shall be from any and all Claims arising under the Contract, except for Claims that with the concurrence of OCSD are specifically reserved, and shall release and waive all unreserved Claims against OCSD and its officers, directors, employees and authorized representatives. The release shall be accompanied by a certification by the CONTRACTOR that:
 - a. It has resolved all Subcontractors, Suppliers and other Claims that are related to the settled Claims included in the Final Payment;
 - b. It has no reason to believe that any party has a valid claim against the CONTRACTOR or OCSD which has not been communicated in writing by the CONTRACTOR to OCSD as of the date of the certificate;
 - c. All warranties are in full force and effect, and;
 - d. The releases and the warranties shall survive Final Payment.
6. If any claims remain open, OCSD may make Final Payment subject to resolution of those claims. OCSD may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the sum of the amounts of the open claims, and one hundred twenty-five percent (125%) of the amounts of open stop payment notices referred to in article entitled stop payment notices herein.
7. The CONTRACTOR shall provide an unconditional waiver and release on final payment from each Subcontractor and Supplier providing Work under the Contract (per Civil Code Section 8138) and an unconditional waiver and release on final payment on behalf of the CONTRACTOR (per Civil Code Section 8138) within thirty (30) days of receipt of Final Payment.

EXA-8 DISCOVERY OF DEFICIENCIES BEFORE AND AFTER FINAL PAYMENT

Notwithstanding OCSD's acceptance of the application for Final Payment and irrespective of whether it is before or after Final Payment has been made, OCSD shall not be precluded from subsequently showing that:

1. The true and correct amount payable for the Work is different from that previously accepted;

2. The previously accepted Work did not in fact conform to the Contract requirements, or;
3. A previous payment or portion thereof for Work was improperly made.

OCSD also shall not be stopped from demanding and recovering damages from the CONTRACTOR, as appropriate, under any of the foregoing circumstances as permitted under the Contract or applicable law.

[This Section Intentionally Left Blank]

ATTACHMENT 1 – CERTIFICATION FOR REQUEST FOR PAYMENT

I hereby certify under penalty of perjury as follows:

That the claim for payment is in all respects true, correct; that the services mentioned herein were actually rendered and/or supplies delivered to OCSD in accordance with the Contract.

I understand that it is a violation of both the federal and California False Claims Acts to knowingly present or cause to be presented to OCSD a false claim for payment or approval.

A claim includes a demand or request for money. It is also a violation of the False Claims Acts to knowingly make use of a false record or statement to get a false claim paid. The term "knowingly" includes either actual knowledge of the information, deliberate ignorance of the truth or falsity of the information, or reckless disregard for the truth or falsity of the information. Proof of specific intent to defraud is not necessary under the False Claims Acts. I understand that the penalties under the Federal False Claims Act and State of California False Claims Act are non-exclusive, and are in addition to any other remedies which OCSD may have either under contract or law.

I hereby further certify, to the best of my knowledge and belief, that:

1. The amounts requested are only for performance in accordance with the Specifications, terms, and conditions of the Contract;
2. Payments to Subcontractors and Suppliers have been made from previous payments received under the Contract, and timely payments will be made from the proceeds of the payment covered by this certification;
3. This request for progress payments does not include any amounts which the prime CONTRACTOR intends to withhold or retain from a Subcontractor or Supplier in accordance with the terms and conditions of the subcontract; and
4. This certification is not to be construed as Final Acceptance of a Subcontractor's performance.

Name

Title

Date

CONFORMED

C-EXA-080414
PROJECT NO. FE19-06
EPSA MOTOR COOLING IMPROVEMENTS AT PLANT NO. 2

ATTACHMENT 2 – SCHEDULE OF PRICES

See next pages from the Bid Submittal Forms (Mehta Mechanical Co. Inc. dba MMC Inc.)

BF-14 Schedule of Prices, Pages 1-2

Bid Submitted By: MMC INC.

(Name of Firm)

BF-14 SCHEDULE OF PRICES

INSTRUCTIONS

A. General

For Unit Prices, it is understood that the following quantities are approximate only and are solely for the purpose of estimating the comparison of Bids, and that the actual value of Work will be computed based upon the actual quantities in the completed Work, whether they be more or less than those shown. CONTRACTOR's compensation for the Work under the Contract Documents will be computed based upon the lump sum amount of the Contract at time of award, plus any additional or deleted costs approved by OCSD via approved Change Orders, pursuant to the Contract Documents.

Bidder shall separately price and accurately reflect costs associated with each line item, leaving no blanks. Any and all modifications to the Bid must be initialed by an authorized representative of the Bidder in accordance with the Instructions to Bidders, Preparation of Bid.

Bidders are reminded of Instruction to Bidders, Discrepancy in Bid Items, which, in summary, provides that the total price for each item shall be based on the Unit Price listed for each item multiplied by the quantity; and the correct Total Price for each item shall be totaled to determine the Total Amount of Bid.

All applicable costs including overhead and profit shall be reflected in the respective unit costs and the TOTAL AMOUNT OF BID. The Bid price shall include all costs to complete the Work, including profit, overhead, etc., unless otherwise specified in the Contract Documents. All applicable sales taxes, state and/or federal, and any other special taxes, patent rights or royalties shall be included in the prices quoted in this Bid.

B. Basis of Award

AWARD OF THE CONTRACT WILL BE MADE ON THE BASIS OF THE LOWEST RESPONSIVE AND RESPONSIBLE BID.

Note 1: Base Bid. Includes all costs necessary to furnish all labor, materials, equipment and services for the construction of the Project per the Contract Documents.

Bid Submitted By: MMC INC.
(Name of Firm)

**EXHIBIT A
SCHEDULE OF PRICES**

BASE BID ITEMS (Refer to Note 1 in the Instructions):

Item No.	Description	Unit of Measurement	Approx Qty	Unit Price	Extended Price
1.	Mobilization, initial progress payment for all fees, labor, materials, and equipment required for mobilization, staging area, and surety bonds, and other activities in conformance with the Contract Documents, for a fixed amount of:	Lump Sum			= \$33,400
2.	Furnish all labor, materials, and equipment necessary for the completion of the Contract Work, except for the Work specified for Bid Item 1, in conformance with the Contract Documents, for a lump sum price of:	Lump Sum			= \$ <u>820,600</u>

guy

TOTAL AMOUNT OF BID (BASIS OF AWARD)

\$ 854,000



OPERATIONS COMMITTEE

Agenda Report

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

File #: 2021-1769

Agenda Date: 9/1/2021

Agenda Item No: 5.

FROM: James D. Herberg, General Manager
Originator: Kathy Millea, Director of Engineering

SUBJECT:

ENGINEERING PROGRAM CONTRACT PERFORMANCE REPORT

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

Receive and file the Engineering Program Contract Performance Report for the period ending June 30, 2021.

BACKGROUND

The Engineering Program involves awarding and managing many construction and consulting contracts. In 2008, the Orange County Sanitation District Board of Directors began awarding contingencies along with construction and consulting contracts for the General Manager to approve construction change orders and amendments to consulting contracts up to the amount of the approved contingency. This practice reduces administrative costs, expedites resolution of project issues that arise, helps avoid contractor delay claims, and facilitates efficient management of many contracts.

The Engineering Program Contract Performance Report summarizes construction and consulting contract performance and activities for the quarter ending June 30, 2021. This report is updated quarterly.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Engineering Program Contract Performance Report for the period ending June 30, 2021

JM:dm:gc

DATE: August 12, 2021

TO: Orange County Sanitation District
Board of Directors

FROM: James D. Herberg, General Manager
Through: Kathy Millea, Director of Engineering

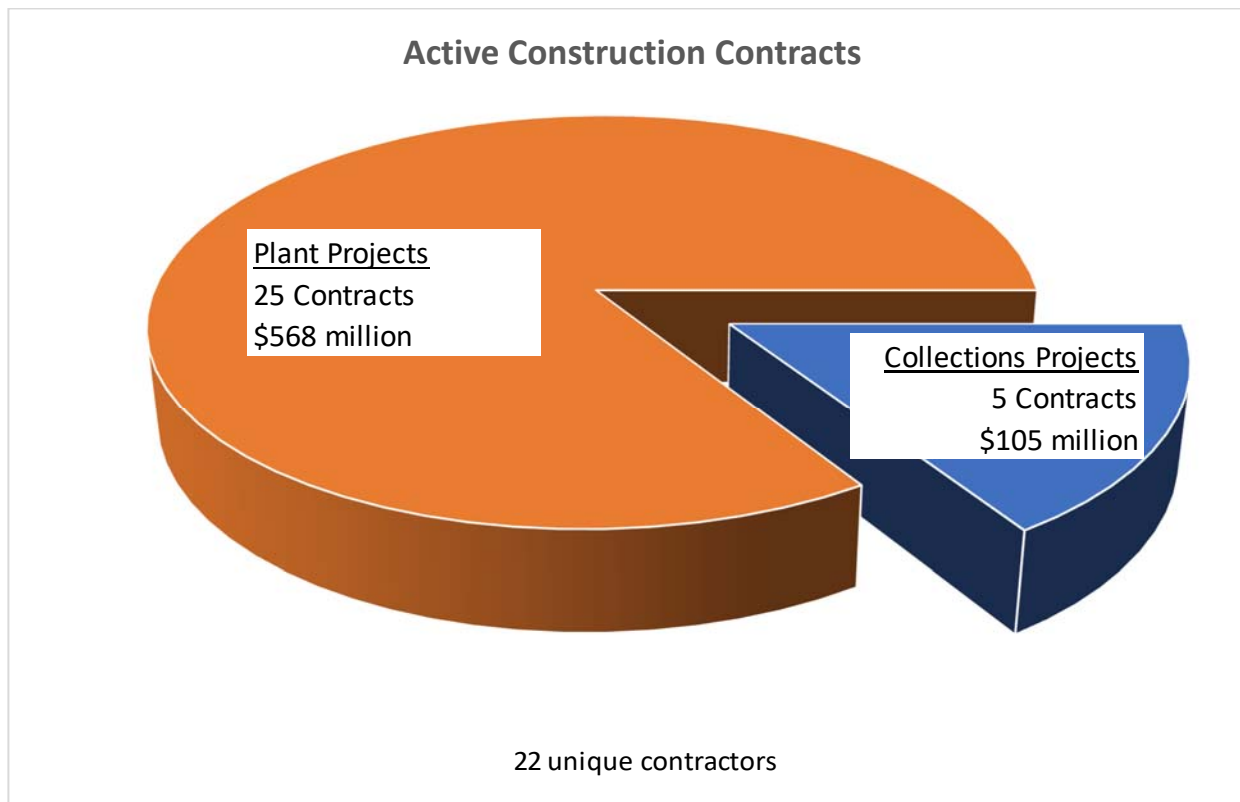
This report summarizes the status, activities, and performance of construction contracts and consultant agreements. This report also identifies the names and status of projects being performed under master budgets for planning studies, research, small construction projects, O&M capital projects, and information technology projects.

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Research Program Status Report	
Small Construction Projects Program Status Report	
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PART 1 - CONSTRUCTION CONTRACTS

Table 1 lists the Board-awarded construction contracts active as of June 30, 2021, while Table 2 lists the General Manager-awarded construction contracts. The General Manager may award contracts up to \$100,000 and task orders up to \$300,000. The graph below shows the number and total value of projects broken down plant and collections.



One Board-awarded construction contracts was closed in this quarter, as listed in Table 3. Three construction contracts awarded by the General Manager were closed in this quarter, as listed in Table 4.

**Engineering Program Contract Performance Report
for Quarter Ending 6/30/2021**

Table 1 - Active Board-Awarded Construction Contracts as of 6/30/2021

Project / Contract	Contractor	Award Date	% Spent	Board Award Amount	Change Orders	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
2-72 Newhope-Placentia Trunk Replacement										
2-72B Newhope-Placentia Trunk Replacement, Segment B	OHL USA, INC.	06/15/2018	92%	\$58,242,000	\$3,735,407	\$61,977,407	6.5%	10.0%	6.4%	3.6%
3-62 Westminster Blvd Force Main Replacement										
3-62 Westminster Blvd Force Main Replacement	Teichert Energy & Utilities Group, Inc.	12/18/2019	57%	\$27,743,000	\$409,769	\$28,152,769	10.0%	10.0%	1.5%	8.5%
3-64 Rehabilitation of Western Regional Sewers										
3-64B Los Alamitos Trunk Sewer Rehabilitation	Steve P. Rados, Inc.	05/26/2021	0%	\$17,775,000	\$0	\$17,775,000	10.0%	10.0%	0.0%	10.0%
J-117 Ocean Outfall System Rehabilitation										
J-117B Outfall Low Flow Pump Station	Shimmick Construction Co., Inc.	12/19/2018	33%	\$90,200,000	\$504,722	\$90,704,722	8.0%	8.0%	0.6%	7.4%
J-126 Safety Improvements Program										
J-126C NFPA 820 HVAC and Electrical Improvements	MMC, Inc.	03/05/2019	92%	\$469,000	\$0	\$469,000	10.0%	10.0%	0.0%	10.0%
J-127 Natural Gas Pipelines Replacement at Plant Nos. 1 and 2										
J-127 Natural Gas Pipelines Replacement at Plant Nos. 1 and 2	Innovative Construction Solutions	07/22/2020	7%	\$745,500	\$0	\$745,500	10.0%	10.0%	0.0%	10.0%
J-135 Central Generation Engine Overhauls at Plant No. 1 and 2										
J-135A Central Generation Engine Overhaul at Plant No. 1	Cooper Machinery Services LLC	06/08/2021	0%	\$3,705,932	\$0	\$3,705,932	20.0%	20.0%	0.0%	20.0%
M-FE Small Construction Projects Program										
FE18-11 Headworks Explosive Gas Monitoring Systems at Plant No. 1 and No. 2	Baker Electric	01/22/2020	0%	\$223,984	\$0	\$223,984	10.0%	10.0%	0.0%	10.0%
FE18-14 Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2	MMC, Inc.	12/16/2020	0%	\$1,134,000	\$0	\$1,134,000	15.0%	15.0%	0.0%	15.0%
FE18-15 Plant Boiler System Relief at Plant No. 2	MMC, Inc.	04/21/2021	0%	\$230,000	\$0	\$230,000	15.0%	15.0%	0.0%	15.0%
FE18-19 12KV Distribution B and East RAS Pump Station Roofing Replacement	O'Connell Engineering & Construction, Inc.	05/27/2020	46%	\$674,800	\$16,664	\$691,464	10.0%	10.0%	2.5%	7.5%
M-FR-880 Master Operationally Funded										
MP-105 P2 CENGEN Steam Turbine Rehabilitation	Dresser-Rand	03/25/2018	64%	**\$484,220	\$0	\$484,220	20.0%	20.0%	0.0%	20.0%
MP-638 Activated Sludge Plant Clarifier Inlet Gate Replacement at Plant No. 2	Innovative Construction Solutions	12/18/2019	83%	\$658,300	\$0	\$658,300	10.0%	10.0%	0.0%	10.0%
MP-305 Cengen Supply Air Fan Support Replacement at Plant No. 2	J.R. Filanc Construction Company, Inc.	12/16/2020	0%	\$297,000	\$0	\$297,000	15.0%	15.0%	0.0%	15.0%
FR1-0007 Control Center Offices and Day Training Room Remodeling at Plant No. 1	Thomas Solar Energy	05/26/2021	0%	\$256,790	\$0	\$256,790	10.0%	10.0%	0.0%	10.0%
FR2-0013 P2 Trickling Filter Sludge Pump Room Exhaust Fan Relocation at Plant No.2	MMC, Inc.	04/21/2021	0%	\$184,000	\$0	\$184,000	20.0%	20.0%	0.0%	20.0%
FRC-0002 Bay Bridge Pump Station Valve Replacement	Innovative Construction Solutions	11/18/2020	44%	\$598,000	\$0	\$598,000	10.0%	10.0%	0.0%	10.0%
FRC-0004 Seal Beach Pump Station Isolation Valve Replacement	J.R. Filanc Construction Company, Inc.	12/16/2020	0%	\$466,830	\$0	\$466,830	20.0%	20.0%	0.0%	20.0%
M-SM-CAP Operations & Maintenance Capital Program										
SC19-03 Return Activated Sludge Pump Station Elevator Rehabilitation at Plant No. 2	OTIS	12/16/2020	0%	\$432,400	\$0	\$432,400	20.0%	20.0%	0.0%	20.0%
P1-105 Headworks Rehabilitation at Plant 1										
P1-105 Headworks Rehabilitation at Plant 1	Kiewit Infrastructure West Co.	02/24/2021	0%	\$222,330,000	\$0	\$222,330,000	4.0%	4.0%	0.0%	4.0%
P1-128 Headquarters Complex										
P1-128C Headquarters Complex Site Preparation	Resource Environmental, Inc.	07/01/2020	96%	\$1,555,000	\$0	\$1,555,000	10.0%	10.0%	0.0%	10.0%
P1-128A Headquarters Complex at Plant No. 1	Swinerton Builders	05/26/2021	0%	\$102,544,973	\$0	\$102,544,973	5.0%	5.0%	0.0%	5.0%
P1-135 Digester Ferric Chloride Piping Replacement at Plant No. 1										
P1-135 Digester Ferric Chloride Piping Replacement at Plant No. 1	PPM Contracting (PPM)	02/02/2021	0%	\$515,000	\$0	\$515,000	10.0%	10.0%	0.0%	10.0%

**Engineering Program Contract Performance Report
for Quarter Ending 6/30/2021**

Table 1 - Active Board-Awarded Construction Contracts as of 6/30/2021

Project / Contract	Contractor	Award Date	% Spent	Board Award Amount	Change Orders	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
P2-98 Primary Treatment Rehabilitation at Plant No. 2										
P2-98B B/C-Side Primary Clarifiers Interim Repair at Plant 2	Myers & Sons Construction, LLC	01/23/2019	82%	\$8,665,000	\$428,356	\$9,093,356	10.0%	10.0%	4.9%	5.1%
P2-98A A-Side Primary Clarifiers Replacement at Plant 2	PCL CONSTRUCTION, INC.	05/26/2021	0%	\$111,405,880	\$0	\$111,405,880	6.0%	6.0%	0.0%	6.0%
P2-122 Headworks Modifications at Plant No. 2 for GWRS Final Expansion										
P2-122 Headworks Modifications at Plant No. 2 for GWRS Final Expansion	Shimmick Construction Co., Inc.	01/22/2020	30%	\$14,487,735	\$276,841	\$14,764,576	10.0%	10.0%	1.9%	8.1%
P2-123 Return Activated Sludge Piping Replacement at Plant 2										
P2-123 Return Activated Sludge Piping Replacement at Plant 2	Shimmick Construction Co., Inc.	09/25/2019	43%	\$6,042,110	\$132,139	\$6,174,249	10.0%	10.0%	2.2%	7.8%
		Total		\$672,066,454	\$5,503,898	\$677,570,352				

** Original Award was \$245,424, and later amended to \$484,220 with a contingency reduction by Board Action on 4/22/20

**Engineering Program Contract Performance Report
for Quarter Ending 6/30/2021**

Table 2 - Active GM-Awarded Construction Contracts and Task Orders as of 6/30/2021

Project / Contract	Contractor	Award Date	% Spent	Original Award Amount	Change Orders	Current Contract Amount	Change Order Rate
Operationally Funded Projects							
FR1-0010 Laboratory Building Roof Repair at Plant No 1	J.R. Filanc Construction Company, Inc.	1/19/21	0%	\$88,283	\$0	\$88,283	0.0%
FR2-0019 Digester O Repairs at Plant No. 2	Jamison Engineering	8/28/20	60%	\$131,000	\$0	\$131,000	0.0%
FR2-0021 Boilers Retubing at Plant 2	RF MacDonald	2/8/21	0%	\$51,250	\$0	\$51,250	0.0%
		Total		\$270,533	\$0	\$270,533	

**Engineering Program Contract Performance Report
for Quarter Ending 6/30/2021**

Table 3 - Board-Awarded Construction Contracts Closed in Last Quarter

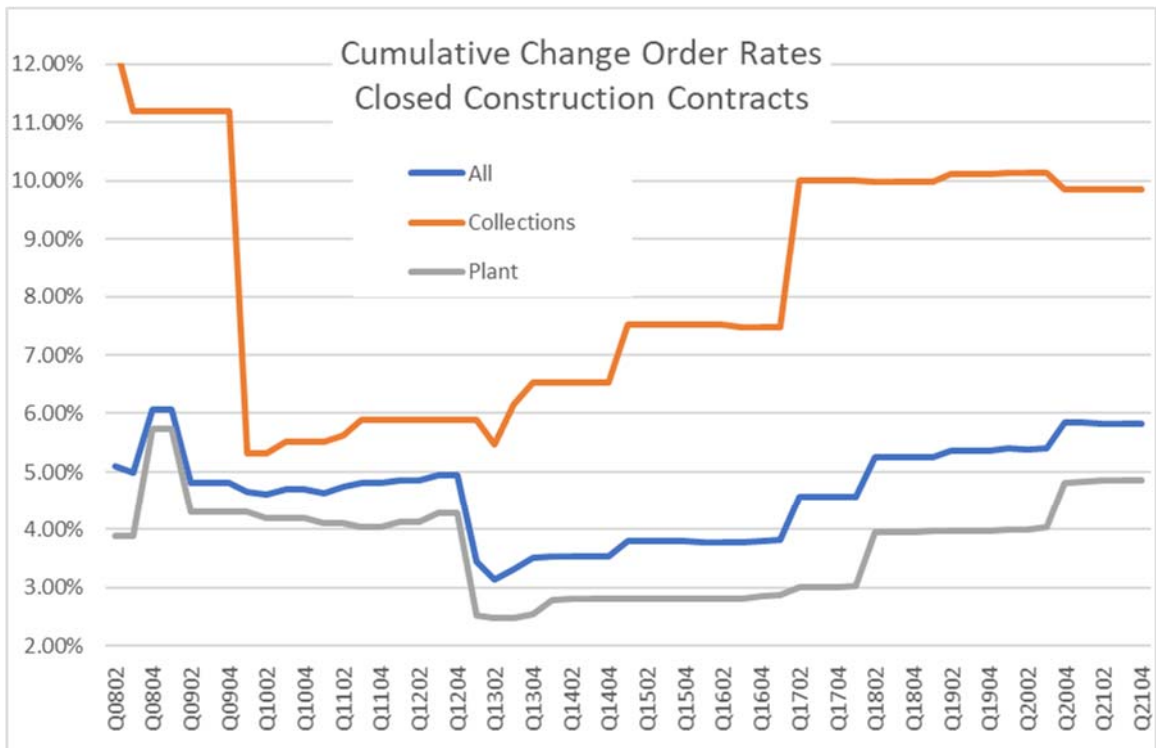
Project / Contract	Contractor	Date Closed	Award Date	Board Award Amount	Change Orders	Final Contract Amount	Original Contingency	Current Contingency	Contingency Used	Unused Contingency
J-126 Safety Improvements Program										
J-126JK Stairs, Hatches, Walkway Hazards, Ladders, Guardrails, Roof Fall Protection	Olsson Construction, Inc.	PLANT	10/24/2018	\$3,637,601	\$266,283	\$3,903,884	10.0%	10.0%	7.3%	2.7%
			Total	\$3,637,601	\$266,283	\$3,903,884				

**Engineering Program Contract Performance Report
for Quarter Ending 6/30/2021**

Table 4 - GM-Awarded Construction Contracts and Task Order Closed in Last Quarter

Project / Contract		Contractor	Date Closed	Award Date	Original Award Amount	Change Orders	Final Contract Amount	Final Change Order Rate
M-FE Small Construction Projects Program								
FE19-09	Newhope - Placentia Trunk Grade Separation Replacement Repairs	Charles King Company, Inc.	6/29/21	9/21/20	\$298,850	\$0	\$298,850	0.0%
Operationally-Funded Projects								
FR2-0019	Digester O Repairs at Plant No. 2	Jamison Engineering	4/23/21	8/28/20	\$131,000	\$14,450	\$145,450	11.0%
FRC-0008	East Lido Forcemain Repair	W.A. Rasic Construction Company	5/21/21	4/6/21	\$129,721	(\$3,320)	\$126,401	-2.6%
				Total	\$559,571	\$11,130	\$570,701	

When the Orange County Sanitation District (OC San) Board awards a construction contract, they also approve a contingency which allows the General Manager to approve contract change orders up to the amount of the contingency. One purpose of this report is to document how much of the contingency is utilized. A contract's change order rate is only meaningful when the work is completed. As such, the change order performance charts in this report are based only on contracts closed since the Board began approving contingencies in 2008. The following chart shows how cumulative change order rates have changed for plant, collections, and all contracts since the contingency system was implemented.



PART 2 – ENGINEERING SERVICES AGREEMENTS

OC San engages engineering consultants through Professional Service Agreements (PSAs), Professional Design Services Agreements (PDSAs), Professional Construction Services Agreements (PCSAs), and Master Professional Services Agreements (Master Agreements). PDSAs are used to obtain design engineering services, and PCSAs are a subsequent agreement with the design consultant to provide support services during construction. PSAs are used for planning studies and other consultant assignments. There are currently 18 firms with active engineering services agreements, not including firms with Master Agreements.

Master Agreements are issued to a pool of pre-qualified consultants for smaller projects. On those smaller projects, OC San solicits task order proposals from three or four of the firms and awards a task order to the most qualified consultant. There are currently four sets of Master Agreements.

- 2012 Master Design Agreements (expired)
- 2017 Master Agreements for Wastewater Treatment Planning Studies (expired)
- 2018 Master Design Agreements (expired)
- 2020 Master Agreements for On-Call Planning Studies
- 2021 Master Design Agreements

The two Master Design Agreement from 2012 and 2018, and the 2018 Master Agreements for Wastewater Planning Studies have expired, meaning no new task orders can be issued under them, but previously-issued task orders remain active until completed. The 2021 Master Design Agreement became effective on July 1st, but no task orders have been issued yet. Task Orders are limited by OC San Ordinance No. OCSD-52 to \$300,000 per task order.

A status table for all Active Engineering Services Agreements (PDSAs and PCSAs) is attached under Table 5, and a status table for all Active Task Orders by Master Agreement is attached under Table 6 (Master Agreements).

**Engineering Program Contract Performance Report
for Quarter Ending 6/30/2021**

Table 5 - Active Engineering Services Agreements as of 6/30/2021

Project / Contract	Type	Consultant	Award Date	% Complete	Board Award Amount	Amendments	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
2-49 Taft Branch Improvements											
2-49 Taft Branch Improvements	PDSA	Woodward and Curran	02/03/2021	0%	\$2,200,000	\$26,000	\$2,226,000	10.0%	10.0%	1.2%	8.8%
2-72 Newhope-Placencia Trunk Replacement											
2-72 Newhope-Placencia Trunk Replacement	PCSA	Lee & Ro	03/23/2016	22%	\$3,253,946	\$0	\$3,253,946	10.0%	10.0%	0.0%	10.0%
3-62 Westminster Blvd Force Main Replacement											
3-62 Westminster Blvd Force Main Replacement	PCSA	Stantec Consulting Services, Inc.	12/18/2019	11%	\$1,183,000	\$0	\$1,183,000	10.0%	10.0%	0.0%	10.0%
3-64 Rehabilitation of Western Regional Sewers											
3-64 Rehabilitation of Western Regional Sewers	PDSA	AECOM Technical Services, Inc.	01/27/2016	63%	\$17,639,250	\$195,850	\$17,835,100	10.0%	10.0%	1.1%	8.9%
3-64B Los Alamitos Trunk Sewer Rehabilitation	PCSA	AECOM Technical Services, Inc.	05/26/2021	0%	\$610,000	\$0	\$610,000	10.0%	10.0%	0.0%	10.0%
3-67 Seal Beach Pump Station Replacement											
3-67 Seal Beach Pump Station Replacement	PDSA	Lee & Ro	11/20/2019	26%	\$5,947,850	\$0	\$5,947,850	10.0%	10.0%	0.0%	10.0%
5-67 Bay Bridge Pump Station Replacement											
5-67 Bay Bridge Pump Station Replacement	PDSA	Arcadis US Inc.	10/25/2017	10%	\$7,137,000	\$1,750,315	\$8,887,315	10.0%	35.0%	24.5%	10.5%
5-68 Newport Beach Pump Station Pressurization Improvements											
5-68 Newport Beach Pump Station Pressurization Improvements	PDSA	Dudek	05/06/2020	26%	\$542,988	\$0	\$542,988	10.0%	10.0%	0.0%	10.0%
7-65 Gisler - Red Hill Interceptor Rehabilitation											
7-65 Gisler - Red Hill Interceptor Rehabilitation	PDSA	CDM Smith Inc.	09/23/2020	13%	\$1,754,000	\$14,739	\$1,768,739	10.0%	10.0%	0.8%	9.2%
7-66 Sunflower and Red Hill Interceptor Repairs											
7-66 Sunflower and Red Hill Interceptor Repairs	PDSA	GHD	09/25/2019	73%	\$308,712	\$14,548	\$323,260	10.0%	10.0%	4.7%	5.3%
7-68 MacArthur Force Main Improvements											
7-68 MacArthur Force Main Improvements	PDSA	Michael Baker International, Inc.	05/26/2021	0%	\$500,000	\$0	\$500,000	10.0%	10.0%	0.0%	10.0%
J-117 Ocean Outfall System Rehabilitation											
J-117B Outfall Low Flow Pump Station	PCSA	Brown and Caldwell	12/19/2018	32%	\$8,563,913	\$346,857	\$8,910,770	10.0%	10.0%	4.1%	5.9%
J-124 Digester Gas Facilities Replacement											
J-124 Digester Gas Facilities Replacement	PDSA	Brown and Caldwell	11/15/2017	70%	\$11,770,000	\$903,117	\$12,673,117	10.0%	10.0%	7.7%	2.3%
J-126 Safety Improvements Program											
J-126 Safety Improvements Program	PDSA	Arcadis	08/29/2016	89%	**\$3,040,000	\$0	\$3,040,000	10.0%	10.0%	0.0%	10.0%
J-98 Electrical Power Distribution System Improvements											
J-98 Electrical Power Distribution System Improvements	PDSA	Brown and Caldwell	01/29/2020	22%	\$2,240,000	\$0	\$2,240,000	10.0%	10.0%	0.0%	10.0%
M-RESEARCH - Research Program											
RE17-02 Biogas Scrubber Evaluation	PSA	Carollo Engineers, Inc.	04/21/2017	88%	\$656,783	\$63,097	\$719,880	15.0%	15.0%	9.6%	5.4%
M-STUDIES Planning Studies Program											
PS15-02 Edinger Pump Station Rehabilitation Study	PSA	Lockwood, Andrews & Newman, Inc.	11/09/2017	78%	\$505,042	\$0	\$505,042	10.0%	10.0%	0.0%	10.0%
PS17-03 Active Fault Location Study at Plant No. 2	PSA	Lettis Consultants International, Inc.	03/06/2019	41%	\$868,286	\$12,500	\$880,786	10.0%	10.0%	1.4%	8.6%
PS18-09 Ocean Outfall Condition Assessment and Scoping Study	PSA	Carollo Engineers, Inc.	03/25/2020	51%	\$2,744,000	\$0	\$2,744,000	10.0%	10.0%	0.0%	10.0%
P1-101 Sludge Dewatering and Odor Control at Plant 1											
P1-101 Sludge Dewatering and Odor Control at Plant 1	PCSA	HDR Engineering, Inc.	06/28/2012	99%	\$7,140,000	\$2,453,653	\$9,593,653	8.0%	35.0%	34.4%	0.6%
P1-105 Headworks Rehabilitation at Plant 1											
P1-105 Headworks Rehabilitation at Plant 1	PCSA	Carollo Engineers, Inc.	03/02/2021	0%	\$16,500,000	\$0	\$16,500,000	10.0%	10.0%	0.0%	10.0%
P1-105 Headworks Rehabilitation at Plant 1	PDSA	Carollo Engineers, Inc.	05/27/2015	95%	\$17,528,957	\$8,059,598	\$25,588,555	10.0%	51.0%	46.0%	5.0%
P1-128 Headquarters Complex											
P1-128 Headquarters Complex	PDSA	HDR Engineering, Inc.	06/22/2016	8%	\$11,785,709	\$1,148,553	\$12,934,262	10.0%	10.0%	9.7%	0.3%
P1-128C Headquarters Complex Site Preparation	PCSA	HDR Engineering, Inc.	07/01/2020	15%	\$178,000	\$0	\$178,000	10.0%	10.0%	0.0%	10.0%
P1-128A Headquarters Complex at Plant No. 1	PCSA	HDR Engineering, Inc.	05/26/2021	0%	\$4,900,000	\$0	\$4,900,000	10.0%	10.0%	0.0%	10.0%
P1-128A Headquarters Complex at Plant No. 1	PSA	AECOM Technical Services, Inc.	04/28/2021	0%	\$6,750,000	\$0	\$6,750,000	10.0%	10.0%	0.0%	10.0%
P1-129 Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1											
P1-129 Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1	PCSA	AECOM Technical Services, Inc.	07/24/2019	86%	\$140,000	\$0	\$140,000	10.0%	10.0%	0.0%	10.0%
P1-132 Uninterruptable Power Supply Improvements at Plant 1											
P1-132 Uninterruptable Power Supply Improvements at Plant 1	PDSA	Tetra Tech, Inc.	10/23/2019	44%	\$784,680	\$0	\$784,680	10.0%	10.0%	0.0%	10.0%
P1-133 Primary Sedimentation Basins No. 6-31 Reliability Improvements at Plant No. 1											
P1-133 Primary Sedimentation Basins No. 6-31 Reliability Improvements at Plant No. 1	PDSA	Carollo Engineers, Inc.	09/25/2019	78%	\$1,219,667	\$0	\$1,219,667	10.0%	10.0%	0.0%	10.0%
P2-92 Sludge Dewatering and Odor Control at Plant 2											
P2-92 Sludge Dewatering and Odor Control at Plant 2	PCSA	Brown and Caldwell	12/17/2014	94%	\$4,798,328	\$0	\$4,798,328	10.0%	10.0%	0.0%	10.0%

**Engineering Program Contract Performance Report
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Table 5 - Active Engineering Services Agreements as of 6/30/2021

Project / Contract	Type	Consultant	Award Date	% Complete	Board Award Amount	Amendments	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
P2-98 Primary Treatment Rehabilitation at Plant No. 2											
P2-98 Primary Treatment Rehabilitation at Plant No. 2	PDSA	Black & Veatch	07/27/2016	47%	\$18,141,423	\$1,593,582	\$19,735,005	10.0%	10.0%	8.8%	1.2%
P2-98A A-Side Primary Clarifiers Replacement at Plant 2	PCSA	Black & Veatch	05/26/2021	0%	\$8,400,000	\$0	\$8,400,000	10.0%	10.0%	0.0%	10.0%
P2-98B B/C-Side Primary Clarifiers Interim Repair at Plant 2	PCSA	Black & Veatch	01/23/2019	42%	\$549,534	\$0	\$549,534	10.0%	10.0%	0.0%	10.0%
P2-122 Headworks Modifications at Plant No. 2 for GWRs Final Expansion											
P2-122 Headworks Modifications at Plant No. 2 for GWRs Final Expansion	PCSA	CDM Smith Inc.	01/15/2020	23%	\$2,200,000	\$0	\$2,200,000	10.0%	10.0%	0.0%	10.0%
P2-123 Return Activated Sludge Piping Replacement at Plant 2											
P2-123 Return Activated Sludge Piping Replacement at Plant 2	PCSA	SPEC Services, Inc.	09/25/2019	62%	\$252,329	\$0	\$252,329	10.0%	10.0%	0.0%	10.0%
P2-124 Interim Food Waste Receiving Facility											
P2-124 Interim Food Waste Receiving Facility	PDSA	Kennedy/Jenks Consultants	09/05/2018	100%	\$695,000	\$31,168	\$726,168	10.0%	10.0%	4.5%	5.5%
P2-126 Warehouse, Electrical Substation and 12kV Service Center Replacement at Plant No. 2											
P2-126 Warehouse, Electrical Substation and 12kV Service Center Replacement at Plant No. 2	PDSA	Stantec Consulting Services, Inc.	11/18/2020	0%	\$4,876,455	\$92,760	\$4,969,215	10.0%	10.0%	1.9%	8.1%
P2-128 TPAD Digester Facility at Plant 2											
P2-128 TPAD Digester Facility at Plant 2	PDSA	Brown and Caldwell	06/23/2020	4%	\$39,300,000	\$0	\$39,300,000	10.0%	10.0%	0.0%	10.0%
SP-196 Process Control Systems Upgrades Study											
SP-196 Process Control Systems Upgrades Study	PSA	Stantec Consulting Services, Inc.	03/01/2018	76%	\$1,389,866	\$108,966	\$1,498,832	10.0%	10.0%	7.8%	2.2%
Operationally Funded Projects											
FR1-0007 Control Center Offices and Day Training Room Remodeling at Plant No. 1	PSA	AECOM Technical Services, Inc.	01/15/2020	8%	\$81,351	\$0	\$81,351	0.0%	0.0%	0.0%	0.0%
Total					\$219,076,069	\$16,815,303	\$235,891,372				

** Original Award was \$1,540,000, and later amended to \$3,040,000 by Board Action

**Engineering Program Contract Performance Report
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Table 6 - Active Task Orders by Master Agreement as of 6/30/2021

Master Agreement / Project	Consultant	Award Date	Original Task Order Value	Amendments	Current Task Order Value
2012 Master Professional Design Service Agreements (Expired)					
FE10-21 Area 02 Craig Regional Park Manhole Improvements	GHD	10/8/2012	\$58,440	\$41,560	\$100,000
2017 Master Agreements for Wastewater Treatment Planning Studies					
PS18-11 ETAP Model Updates for Plant Nos 1 and 2	Brown and Caldwell	3/17/2020	\$227,412	\$0	\$227,412
PS19-03 Laboratory Rehabilitation Feasibility Study	HDR Engineering, Inc.	10/20/2020	\$274,888	\$0	\$274,888
2018 Master Professional Design Service Agreements					
FR2-0013 Trickling Filter Sludge Pump Room Exhaust Fan Relocation at Plant No. 2	AECOM	11/6/2019	\$75,120	\$0	\$75,120
FE19-02 Cengen Plant Water Pipe Replacement at Plant No. 1	AECOM	04/30/2020	\$156,498	\$0	\$156,498
FE19-11 Primary Clarifiers Nos. 6-31 Lighting and Alarm Improvements at Plant No. 1	AECOM	9/15/2020	\$226,685	\$6,137	\$232,822
FE19-13 VFD Replacements at Seal Beach Pump Station	AECOM	3/12/2021	\$78,033	\$0	\$78,033
FE20-01 Wastehauler Station Safety and Security Improvements	AECOM	3/12/2021	\$161,012	\$0	\$161,012
FR2-0022 Digester O Structural Repairs at Plant No. 2	AECOM	4/6/2021	\$46,115	\$0	\$46,115
J-127 Natural Gas Pipelines Replacement at Plant Nos. 1 and 2	Black & Veatch	1/21/2019	\$271,964	\$28,036	\$300,000
FE19-03 Trickling Filter Sludge and Scum Pumps Replacement at Plant No. 1	Black & Veatch	9/1/2020	\$244,728	\$0	\$244,728
FR1-0011 VFD Replacements at Plant No. 1	Black & Veatch	3/30/2021	\$283,000	\$0	\$283,000
FE18-14 Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2	Dudek	11/6/2019	\$108,308	\$0	\$108,308
P1-135 Digester Ferric Chloride Piping Replacement at Plant No. 1	Dudek	2/19/2020	\$127,174	\$0	\$127,174
FE20-04 Cengen Cooling Water Pipe Replacement at Plant No. 2	Dudek	5/18/2021	\$240,000	\$0	\$240,000
FE20-08 Olive Sub-Trunk Siphon Rehabilitation at Santa Ana River	Dudek	6/15/2021	\$240,000	\$0	\$240,000
FE18-16 Truck Loading Basement Drain Modifications at Plant No. 1	GHD, Inc.	12/4/2019	\$70,130	\$18,365	\$88,495
FE18-13 Redhill Relief Sewer Relocation at State Route 55	GHD, Inc.	3/27/2020	\$168,612	\$54,883	\$223,495
FE19-10 Digesters C, D, F, G, and I Gas Balance Lines Replacement at Plant No. 2	GHD, Inc.	1/19/2021	\$25,000	\$21,000	\$46,000
FE20-07 Santa Ana Trunk Rehabilitation at Plant No. 1	GHD, Inc.	5/4/2021	\$100,625	\$0	\$100,625

**Engineering Program Contract Performance Report
for Quarter Ending 6/30/2021**

Table 6 - Active Task Orders by Master Agreement as of 6/30/2021

Master Agreement / Project	Consultant	Award Date	Original Task Order Value	Amendments	Current Task Order Value
FE20-03 Return Activated Sludge Discharge Piping Replacement at Activated Sludge Plant No. 1	GHD, Inc.	6/15/2021	\$249,000	\$0	\$249,000
FRC-0009 Bitter Point Trunk Sewer Repair at Bitter Point Pump Station	GHD, Inc.	6/15/2021	\$159,451	\$0	\$159,451
FE18-19 12KV Distribution Center B and East RAS Pump Station Roof Replacement	HDR Engineering, Inc.	09/16/2019	\$74,771	\$8,672	\$83,443
FE18-20 Blower Building No. 1 Air Compressors at Plant No. 1	HDR Engineering, Inc.	8/18/2020	\$243,954	\$0	\$243,954
FE20-02 Digester C, D, F, and G Mechanical Rehabilitation at Plant No. 2	HDR Engineering, Inc.	3/2/2021	\$188,212	\$0	\$188,212
FE18-15 Plant Boiler System Relief at Plant No. 2	IDS Group, Inc.	10/22/2019	\$23,299	\$0	\$23,299
FE18-06 CenGen Instrument Air Compressors Replacement at Plant No. 1 and No. 2	IDS Group, Inc.	04/28/2020	\$89,876	\$0	\$89,876
FE19-06 EPSA Motor Cooling Improvements at Plant No. 2	IDS Group, Inc.	05/05/2020	\$88,206	\$0	\$88,206
FE20-09 CenGen Smoke Detection Improvements at Plant No. 1 and No. 2	IDS Group, Inc.	6/15/2021	\$63,275	\$0	\$63,275
FE20-05 Plant Water Piping Replacement at Secondary Clarifiers 1-26 at Plant No. 1	IDS Group, Inc.	6/15/2021	\$186,626	\$0	\$186,626
2020 Master Agreements for On-Call Planning Studies					
PS20-04 Power Generation Overhaul Feasibility Study	Brown and Caldwell	4/6/2021	\$122,748	\$0	\$122,748
RE20-02 Chemical Resilience Study	Hazen and Sawyer	6/1/2021	\$278,784	\$0	\$278,784
		Total	\$4,951,946	\$178,653	\$5,130,599

PART 3 – MASTER BUDGET PROJECTS

The Board-adopted budget for Fiscal Years 2018-19 and 2019-20 includes master program budgets that allow staff to more quickly initiate, execute, and manage smaller projects that fit within the scope of a particular program. The projects chartered under these program budgets are referred to as sub-projects and are managed to the same standards as projects specifically listed in the adopted budget. A status table for each of these programs listing the sub-projects is attached.

Master Program Title	Status Table
Planning Studies Program	Table 7
Research Program	Table 8
Small Construction Projects Program	Table 9
Information Technology Capital Program	Table 10
Operations & Maintenance Capital Program	Table 11

**Engineering Program Contract Performance Report
for Quarter Ending 6/30/2021
Table 7 - Planning Studies Status Report**

Project Number	Project Name	Status	Allocated Budget
PS15-02	Edinger Pump Station Rehabilitation Study	Active	\$ 971,000
PS16-02	SCE Feed Reliability Improvements Study	Active	\$ 293,000
PS17-03	Active Fault Location Study at Plant No. 2	Active	\$ 1,300,000
PS17-08	CEQA - Facilities Master Plan	Closed	\$ 999,966
PS18-06	Go/No-Go Lights and Signage	Active	\$ 495,000
PS18-09	Ocean Outfall Condition Assessment and Scoping Study	Active	\$ 3,340,000
PS18-11	ETAP Model Updates for Plant Nos 1 and 2	Active	\$ 428,000
PS19-03	Laboratory Rehabilitation Feasibility Study	Active	\$ 450,000
PS20-01	O&M Complex and Collections Yard Relocation at Plant No. 2	Active	\$ 375,000
PS20-02	Collection System Flow Level Monitoring Study	Active	\$ 575,000
PS20-03	Truck Loading Bay Odor Control Improvements Study at Plant No. 2	Active	\$ 200,000
PS20-04	Power Generation Overhaul Feasibility Study	Active	\$ 200,000
PS20-05	Cen Gen Pressure Vessel Integrity Assessment at Plant Nos. 1 & 2	Active	\$ 400,000
PS20-07	College Pump Station Wet Well Condition Assessment Study	Active	\$ 200,000
PS20-08	Euclid Trunk Sewer Hydraulic Modeling and Odor Control Analyses	Active	\$ 500,000
PS20-09	Thickening & Dewatering Plant Water Study at Plant No. 1	Active	\$ 400,000
Grand Total			\$ 11,126,966
Number of Chartered Projects			16
Board Approved Program Budget			\$ 28,652,000
Remaining Unallocated Budget			\$ 17,525,034

**Engineering Program Contract Performance Report
for Quarter Ending 6/30/2021
Table 8 - Research Program Status Report**

Project Number	Project Name	Status	Allocated Budget
RE17-02	Biogas Scrubber Evaluation	Active	\$ 865,000
RE19-01	Primary Scum Equipment Evaluation at Plant No. 1	Active	\$ 69,853
RE20-01	Co-Thickened Sludge Density Meter Trial at Plant No. 1	Active	\$ 121,000
RE20-02	Chemical Resilience Study at Plant No.1 and 2	Active	\$ 329,996
RE20-04	Holding Digester 6 Solids Shredder Study at Plant No. 1	Active	\$ 95,000
RE20-06	Co-Thickened Sludge Pump Trial at Plant No. 1	Active	\$ 160,000
Grand Total			\$ 1,640,849
Number of Chartered Projects			6
Board Approved Program Budget			\$ 8,500,000
Remaining Unallocated Budget			\$ 6,859,151

**Engineering Program Contract Performance Report
for Quarter Ending 6/30/2021
Table 9 - Small Construction Projects Program Status Report**

Project Number	Project Name	Status	Allocated Budget
FE10-21	Area 02 Craig Regional Park Manhole Improvements	Active	\$ 1,359,000
FE14-05	Plant No. 1 Fleet Services UST Leak Remediation	Active	\$ 1,487,311
FE15-07	Secondary Treatment and Plant Water VFD Replacement at Plant 1	Closed	\$ 2,800,988
FE17-01	Carbon Canyon Pipeline Sag Repairs	Active	\$ 873,000
FE17-03	Battery Storage System at Plant No. 1	Active	\$ 650,000
FE17-05	Plant 1 ICS Network Extension	Active	\$ 950,000
FE18-06	CenGen Instrument Air Compressors Replacement at Plant No. 1	Active	\$ 1,450,000
FE18-08	West Trunk Bypass Sewer Realignment	Active	\$ 158,000
FE18-11	Headworks Explosive Gas Monitoring Systems at Plant No. 1 and No. 2	Active	\$ 470,000
FE18-12	Erosion Control at Santa Ana River and Hamilton Ave	Active	\$ 330,000
FE18-13	Redhill Relief Sewer Relocation at State Route 55	Active	\$ 2,840,000
FE18-14	Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2	Active	\$ 1,895,000
FE18-15	Plant Boiler System Relief at Plant No. 2	Active	\$ 465,000
FE18-16	Truck Loading Basement Drain Modifications at Plant No. 1	Active	\$ 592,000
FE18-17	Trunkline Sampler Power Feed at Plant No 2	Active	\$ 248,993
FE18-19	12KV Distribution B and East RAS Pump Station Roofing Replacement	Active	\$ 1,188,000
FE18-20	Blower Building No. 1 Air Compressors at Plant No. 1	Active	\$ 1,200,000
FE19-01	Pump Station Portable Generator Connectors	Active	\$ 2,570,000
FE19-02	Cengen Plant Water Pipe Replacement at Plant No. 1	Active	\$ 2,250,000
FE19-03	Trickling Filter Sludge and Scum Pumps Replacement at Plant No. 1	Active	\$ 3,200,000
FE19-04	Sunflower Pump Replacement at Plant No. 1	Active	\$ 6,300,000
FE19-06	EPSA Motor Cooling Improvements at Plant No. 2	Active	\$ 1,475,000
FE19-08	Secondary Treatment VFD Replacements at Plant No. 2	Active	\$ 3,337,000
FE19-09	Newhope - Placentia Trunk Grade Separation Replacement Repairs	Active	\$ 500,000
FE19-10	Digesters C, D, F, G and I Gas Balance Lines Replacement at Plant No. 2	Active	\$ 300,000
FE19-11	Primary Clarifiers Nos. 6-31 Lighting and Alarm Improvements at Plant No. 1	Active	\$ 1,250,000
FE19-12	Rebuild Shop Fume Extractor Installation at Plant No 1	Active	\$ 445,000
FE19-13	VFD Replacements at Seal Beach Pump Station	Active	\$ 690,000
FE20-01	Wastehauler Station Safety and Security Improvements	Active	\$ 830,000
FE20-02	Digester C, D, F, and G Mechanical Rehabilitation at Plant No. 2	Active	\$ 2,800,000
FE20-03	Return Activated Sludge Discharge Piping Replacement at Activated Sludge Plant No. 1	Active	\$ 4,250,000
FE20-04	Cengen Cooling Water Pipe Replacement at Plant No. 2	Active	\$ 3,500,000
FE20-05	Plant Water Piping Replacement at Secondary Clarifiers 1-26 at Plant No. 1	Active	\$ 1,545,000
FE20-06	Thickening and Dewatering Building Pipe Support Improvements at Plant No. 1	Active	\$ 1,500,000
FE20-07	Santa Ana Trunk Rehabilitation at Plant No. 1	Active	\$ 1,240,000
FE20-08	Olive Sub-Trunk Siphon Rehabilitation at Santa Ana River	Active	\$ 1,850,000
FE20-09	CenGen Smoke Detection Improvements at Plant No. 1 and No. 2	Active	\$ 600,000
FE20-10	Adolfo Lopez Chemical Dosing Station Installation	Active	\$ 1,000,000
Grand Total			\$ 60,389,292
Number of Chartered Projects			38
Board Approved Program Budget			\$ 90,000,000
Remaining Unallocated Budget			\$ 29,610,708

**Engineering Program Contract Performance Report
for Quarter Ending 6/30/2021
Table 10 - Information Technology Capital Program Status Report**

Project Number	Project Name	Status	Allocated Budget
IT16-11	Business Continuity Plan	Closed	\$ 117,600
IT17-06	Printer Obsolescence	Closed	\$ 335,141
IT17-07	Safety Management Suite	Closed	\$ 95,900
IT17-10	Electronic Operator Round Form	Active	\$ 45,000
IT17-12	Sever/Network Power Improvements	Active	\$ 90,000
IT17-14	Specialized Application Programing & Support	Closed	\$ 114,296
IT18-03	Timecard Systems Upgrade	Closed	\$ 78,696
IT18-09	Records Management Information System	Active	\$ 150,000
IT18-10	Board Services Management System	Closed	\$ 50,596
IT19-01	IT Safety VPP Systems (IT19-01)	Active	\$ 210,000
IT19-05	IT P1 & P2 Data Refresh (IT19-05)	Active	\$ 500,000
IT20-04	Cyber Security Program (IT20-04) 6520004	Active	\$ 150,000
IT20-05	Client Management Modernization (ICE-69_IT20-05) 6520005	Active	\$ 99,000
IT20-06	Nintex Workflow Cloud Implementation (ICE-75_IT20-06) 6520006	Active	\$ 350,000
IT20-07	Professional Services for Valo/SharePoint (ICE-74_IT20-07) 6520007	Active	\$ 100,000
IT20-08	Field Computer for Nerissa and Interface with LIMS(ICE-68_IT20-07) 6520008	Active	\$ 121,000
IT20-09	ITSM Migration (ICE-70_IT20-09) 6520009	Active	\$ 275,000
IT20-10	Digitize Quality Assurance Tracking Processes /TNI/ELAP Standards(ICE-76_IT20-10) 6520010	Active	\$ 145,700
IT20-11	Sewer Agency Fee System 2 (SAFS 2) Upgrade (ICE-77 IT20-11) 6520011	Active	\$ 42,042
IT20-12	Web-based Cloud Proxy Security with an Isolation Platform (ICE-78_6520012)	Active	\$ 50,000
Grand Total			\$ 3,119,971
Number of Chartered Projects			20
Board Approved Program Budget			\$ 10,000,000
Remaining Unallocated Budget			\$ 6,880,029

**Engineering Program Contract Performance Report
for Quarter Ending 6/30/2021
Table 11 - Operations & Maintenance Capital Program Status Report**

Project Number	Project Name	Status	Allocated Budget
MP-276-1	Central Generation Engine Overhauls at Plant No. 1 and Plant No. 2	Active	\$ 5,900,000
SC17-01	CENGEN #1 Elevator Rehab	Active	\$ 110,020
SC17-03	CenGen Oil Filter Platform	Active	\$ 275,000
SC18-01	P1 Primary Clarifier Fall Protection Improvements	Active	\$ 50,000
SC18-05	P1 Laboratory HVAC Boiler Burner Replacement At Plant No.1	Active	\$ 455,000
SC18-08	MacArthur Pump Station - FM Valve Replacement	Active	\$ 71,068
SC18-09	Admin Bldg UPS System Replacement	Active	\$ 81,332
SC19-02	Truck Loading-Conveyors 3&6 (SC19-02)	Active	\$ 205,300
SC19-03	Return Activated Sludge Pump Station Elevator Rehabilitation at Plant No. 2	Active	\$ 890,000
SC19-05	as the Lido PS UPS Replacement	Active	\$ 55,000
SC19-06	EPSA Standby Power Generator Control Upgrades at Plant No. 2	Active	\$ 1,600,000
SC19-07	Sunflower Pump Station Gearbox Swing Unit Purchase	Active	\$ -
SC20-02	Ocean Outfall Booster Station Elevator Rehabilitation	Active	\$ 410,000
Grand Total			\$ 10,102,720
Number of Chartered Projects			13
Board Approved Program Budget			\$ 15,622,000
Remaining Unallocated Budget			\$ 5,519,280

PART 4 – SUPPLEMENTAL ENGINEERING SERVICES CONTRACT

In May 2016, OC San Board of Directors approved a \$41 million professional services agreement with Jacobs Project Management Co. to provide supplemental engineering and support staff services for a four-year term with the option of three one-year renewals. The benefits of using a supplemental engineering services contract, as opposed to hiring full-time staff or limited-term employees, include rapid mobilization of highly skilled/technical staff, flexibility to change the mix of staff positions on an immediate and as-needed basis, the ability to reduce staff as workloads decrease, access to technical experts to support special tasks, and access to staff with wastewater project experience.

A status table for the supplemental engineering services contract summary is attached under Table 12, and the supplemental engineering services labor summary can be found under Table 13.

Table 12 – Supplemental Engineering Services Contract Status

	Total Fees	Time
Contract	\$41,000,000	86 months ⁽¹⁾
Actuals to Date	\$25,919,471 63%	62 months 72%
Remaining	\$15,080,529 37%	24 months 28%

⁽¹⁾ Assuming two more 1-year extensions

Table 13 - Supplemental Engineering Services Labor Summary

	This Quarter	Inception to Date
Labor Hours	7,790	192,002
Full Time Equivalents	17.3	20.6
Labor Costs (no expenses)	\$1,147,541	\$25,395,761
Average Hourly Rate	\$147	\$132



OPERATIONS COMMITTEE

Agenda Report

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

File #: 2021-1808

Agenda Date: 9/1/2021

Agenda Item No: 6.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

QUARTERLY ODOR COMPLAINT REPORT

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Receive and file the Fiscal Year 2020-21 Fourth Quarter Odor Complaint Report.

BACKGROUND

During the fourth quarter of FY 2020-21, the Orange County Sanitation District (OC San) had the following attributable odor complaints: Plant No. 1 had one odor complaint, Plant No. 2 had one odor complaint, and the collection system had no odor complaints. A summary of the odor complaints with a table tracking the history is included as an attachment.

RELEVANT STANDARDS

- Zero odor incidents/events under normal operating conditions for Plant Nos. 1 and 2
- Operate and maintain facilities to minimize impacts on surrounding communities, including odor, noise, and lighting
- 12 or fewer odor complaints per year under normal operating conditions in the collection system

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- FY 2020-21 Fourth Quarter Odor Complaint Report

PP:BR:cf:gc

Orange County Sanitation District

Odor Complaint Report

Fiscal Year 2020/21 – 4th Quarter

1. Plant No. 1 Treatment Facility Odor Complaint Summary

Plant No. 1 received one attributable odor complaint in the headworks area during the 4th quarter. Urgent maintenance was required for Sunflower influent pump #1. During the repairs, pump covers must be removed which allow foul air to escape. Covers were reinstalled in between maintenance work to minimize odors.

Plant No. 2 Treatment Facility Odor Complaint Summary

Plant No. 2 received one attributable odor complaint during the 4th quarter. Based on wind direction and odors described by the resident, the Plant No. 2 truckloading area was determined the odor source. Truckloading scrubbers were adjusted to reduce odors. In addition, biosolid drivers were reminded to immediately cover trailers once loaded. A future project has been approved that will reduce the fugitive odors in the Plant No. 2 truckloading area.

2. Collections Facilities Odor Complaint Summary

The collection system received no attributable odor complaints during the 4th quarter.

All Odor Complaints Tracking

All Public Complaints	Apr. 2021 to Jul. 2021			1 st Qtr FY 20/21	2 nd Qtr FY 20/21	3 rd Qtr FY 20/21	4 th Qtr FY 20/21	Cumulative FY 20/21
	Collections	P1	P2	Total	Total	Total	Total	Total
Attributable to OC San	0	1	1	6	6	2	2	16
Not Attributable to OC San	4	3	1	4	5	8	8	25
Total Public Complaints Received:	4	4	2	10	11	10	10	41



OPERATIONS COMMITTEE

Agenda Report

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

File #: 2021-1627

Agenda Date: 9/1/2021

Agenda Item No: 7.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

PLANT NO. 2 PRIMARY DISTRIBUTION STRUCTURE B GATES REPAIR

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Service Contract to J.R. Filanc Construction Co. to repair ten slide gates for Plant No. 2 Primary Distribution Structure, per Specification No. S-2021-1249BD, for a total amount not to exceed \$309,500, including sales tax and freight; and
- B. Approve a contingency of \$46,425 (15%).

BACKGROUND

The Orange County Sanitation District (OC San) has three primary Distribution Structures at Plant No. 2 that direct primary influent from Headworks to groupings of Primary Sedimentation Basins. Distribution Structure B (DS-B) directs primary influent to primary clarifiers H, I, J, K, L, and M. A condition assessment conducted on DS-B while the six associated primary clarifiers were down during a construction outage identified 10 slide gates that are inoperable and other steel components inside DS-B that are corroded.

RELEVANT STANDARDS

- 24/7/365 treatment plant reliability
- Maintain a proactive asset management program
- Comply with environmental permit requirements

PROBLEM

Major corrosion issues were discovered during the condition assessment performed inside DS-B at Plant No. 2. 10 slide gates were inoperable and severe corrosion was found on numerous steel weir plates and a steel bulkhead. Replacement of these components is required to return DS-B to service.

PROPOSED SOLUTION

Staff recommends replacement of the corroded steel components identified in DS-B at Plant No. 2 through approval of a Purchase Order to the lowest responsive and responsible bidder, J. R. Filanc Construction Co.

TIMING CONCERNS

The proposed repair needs to be executed to restore DS-B and its associated six primary clarifiers to service to restore the rated primary clarification capacity at Plant No. 2. Restoration of DS-B provides OC San the ability to control and isolate flows to the B-Side primary clarifier basins.

RAMIFICATIONS OF NOT TAKING ACTION

Not repairing the slide gates will result in the inability to isolate individual B-Side primary clarifier basins. Failure of one primary basin requiring isolation will result in an outage that impacts all the B-Side primary clarifiers, severely impacting the ability to treat primary influent at Plant No. 2.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

OC San advertised a Request for Bid on June 8, 2021, for repair of DS-B. Five bids were received. Below are the responsive bidders and their corresponding bids. The lowest responsive and responsible bidder is J.R. Filanc Construction Co.

Bidder	Amount of Bid Plus Sales Tax
J.R. Filanc Construction Co. Inc	\$309,500
Abhe & Svoboda Inc.	\$584,751
Kiewit Infrastructure West Co.	\$747,000
THARSOS Inc.	\$794,000
Mehta Mechanical Company Inc.	\$982,111

A contingency of 15% is requested for unforeseen issues or repair of additional corroded components potentially uncovered during disassembly and repairs that could add costs during installation and performance testing.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of OC San's Purchasing Ordinance. This recommendation would be funded under the Repairs and Maintenance line item for Division 870 FY 2020-21 Budget, Section 6, Page 100), and the available funding is sufficient for this action.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
09/29/2021	\$309,500	\$46,425 (15%)

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Service Contract

RM:sa:jq:ls:qc

SERVICE CONTRACT
Primary Distribution Structure B Gates Repair at Plant 2
Specification No. S-2021-1249BD

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

WITNESSETH

WHEREAS, OC San desires to temporarily retain the services of Contractor for [] "Services" as described in Exhibit "A"; and

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

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

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

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

1. Introduction

1.1 This Contract and all exhibits hereto (called the "Contract") is made by OC San and the Contractor. The terms and conditions herein exclusively govern the purchase of Services as described in Exhibit "A".

1.2 Exhibits to this Contract are incorporated by reference and made a part of this Contract as though fully set forth at length herein.

Exhibit "A" Scope of Work
Exhibit "B" Bid
Exhibit "C" Determined Insurance Requirement Form
Exhibit "D" Contractor Safety Standards
Exhibit "E" Human Resources Policies
Exhibit "F" General Conditions
Exhibit "G" Performance and Payment Bonds

1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions in the document highest in precedence shall be controlling. The order of precedence of the Contract is set forth below:

- a. Addenda issued prior to opening of Bids – the last in time being the first in precedence
- b. Service Contract
- c. Exhibit "F" General Conditions
- d. Exhibit "C" Determined Insurance Requirement Form
- e. Exhibit "D" Contractor Safety Standards

- f. Permits and other regulatory requirements
 - g. Exhibit "E" Human Resources Policies
 - h. Exhibit "A" Scope of Work
 - i. Exhibit "B" Bid Price Form
 - j. Exhibit "G" Performance and Payment Bonds
- 1.4 The provisions of this Contract may be amended or waived only by a writing executed by authorized representatives of both Parties hereto.
- 1.5 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.
- 1.6 The term "days", when used in the Contract, shall mean calendar days, unless otherwise noted as business days.
- 1.7 OC San holidays (non-working days) are as follows: New Year's Day, Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 The term "hours" shall mean 7:00 A.M. to 4:00 P.M., Monday through Friday when used in this Contract.
- 1.9 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the price provided under "Compensation" below.
- 1.10 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or action incurred or undertaken by Contractor as a result of work performed in anticipation of purchases of said services by OC San.
- 2. Compensation** Compensation to be paid by OC San to Contractor for the Services provided under this Contract shall be a total amount not exceed [_____] Dollars (\$[_____]00).
- 3. California Department of Industrial Relations (DIR) Registration and Record of Wages**
- 3.1 To the extent Contractor's employees and/or its subcontractors who will perform Work during the design and preconstruction phases of a construction contract or perform work under a maintenance contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, Contractor and its subcontractors shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the work is subject to compliance monitoring and enforcement by the DIR.
- 3.2 The Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- 3.3 Pursuant to Labor Code Section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations.

- 3.4 The Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).
- 4. Payments and Invoicing**
- 4.1 OC San shall pay, net thirty (30) days, upon receipt and approval, by OC San's Project Manager or designee, of an itemized invoice submitted for Services completed in accordance with Exhibit "A". OC San, at its sole discretion, shall be the determining party as to whether the Services have been satisfactorily completed.
- 4.2 Invoice shall be emailed by Contractor to OC San Accounts Payable at APStaff@OCSan.gov and "INVOICE" with the Purchase Order Number and S-2021-1249BD shall be referenced in the subject line.
- 5. Audit Rights** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
- 6. Scope of Work** Subject to the terms of this Contract, Contractor shall perform the Services identified in Exhibit "A". Contractor shall perform said Services in accordance with generally accepted industry and professional standards.
- 7. Modifications to Scope of Work** Requests for modifications to the Scope of Work hereunder can be made by OC San at any time. All modifications must be made in writing and signed by both Parties.
- 8. Contract Term** The Services provided under this Contract shall be completed within Sixty-three (63) calendar days from the effective date of the Notice to Proceed.
- 9. Extensions** The term of this Contract may be extended only by written instrument signed by both Parties. Also, refer to Exhibit F – General Conditions, Section entitled Extension Of Time For Delay.
- 10. Performance** Time is of the essence in the performance of the provisions hereof.
- 11. Termination**
- 11.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San of intent to terminate. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) to the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost or claim hereunder by Contractor other than for work performed to the date of termination.
- 11.2 OC San reserves the right to terminate this Contract immediately upon OC San's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or any other default of this Contract.

11.3 OC San may also immediately cancel for default of this Contract in whole or in part by written notice to Contractor:

- if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
- if Contractor sells its business; or
- if Contractor breaches any of the terms of this Contract; or
- if total amount of compensation exceeds the amount authorized under this Contract.

11.4 All OC San property in the possession or control of Contractor shall be returned by Contractor to OC San upon demand, or at the termination of this Contract, whichever occurs first.

12. **Insurance** Contractor and all subcontractors shall purchase and maintain, throughout the life of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Determined Insurance Requirement Form (attached hereto and incorporated herein as Exhibit "C"). Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to maintain required insurance coverage shall result in termination of this Contract.

13. **Bonds** Contractor shall, before entering upon the performance of this Contract, furnish bonds (attached hereto in Exhibit "G") approved by OC San's General Counsel - one in the amount of one hundred percent (100%) of the total Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the total Contract price bid, to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and accepted by OC San. Bonds must be issued by a California admitted surety and must be maintained throughout the life of the Contract and during the warranty period.

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 OC San, Contractor shall indemnify, protect, defend and hold harmless OC San, its elected and appointed officials, officers, agents and employees, from and against any and all claims, liabilities, damages or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person or damage to property or interference with the use of property, arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process, or any patented or unpatented invention, article or appliance, furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any

loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San.

15. **Contractor Safety Standards and Human Resources Policies** OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as Contractor Safety Standards while working at OC San locations. If during the course of the Contract it is discovered that Contractor Safety Standards do not comply with Federal, State, or local regulations, then the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor and all of its employees and subcontractors, shall adhere to all applicable Contractor Safety Standards attached hereto in Exhibit "D" and the Human Resources Policies in Exhibit "E".
16. **Warranties** (Refer to Exhibit F – General Conditions, Section entitled Warranty (Contractor's Guarantee).
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 OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.
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. **Contractor's License Requirements** In accordance with California Business and Professions Code Section 7028.15 and pursuant to Public Contract Code Section 3300, the Contractor must possess the following classification of Contractor's License: "A".
 - 22.1 The Contractor must possess a valid license prior to starting any work and shall maintain the license throughout the duration of the Contract. All Subcontractors must possess and maintain the appropriate and valid licenses throughout the duration of the Contract.

- 22.2 If Contractor is required to handle hazardous materials as part of the Work under the Contract Documents, the Contractor and/or Subcontractor must possess and maintain throughout the duration of the Work any and all licenses, registrations and certifications required by existing law to perform the Work within the scope of the Contract, including, without limitation, a Class A license in accordance with §7028.15 A-E of the California Business and Professions Code, and certification for performance of Hazardous Substance Removal with the exception of “Asbestos-Related Work” in accordance with §7058.7 of the California Business and Professions Code. The term “Asbestos-Related Work”, is defined in Labor Code Section 6501.8.
23. **Licenses, Permits, Ordinances and Regulations** Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to engage in this work. Any and all fees required by Federal, State, County, City and/or municipal laws, codes and/or tariffs that pertain to the work performed under the terms of this Contract will be paid by Contractor.
24. **Applicable Laws and Regulations** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any permission required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically referenced.
25. **Contractor's Employees Compensation**
- 25.1 **Davis-Bacon Act** – Contractor will pay and will require all subcontractors to pay all employees on said project a salary or wage at least equal to the prevailing rate of per diem wages as determined by the Secretary of Labor in accordance with the Davis-Bacon Act for each craft or type of worker needed to perform the Contract. The provisions of the Davis-Bacon Act shall apply only if the Contract is in excess of two thousand dollars (\$2,000.00) and when twenty-five percent (25%) or more of the Contract is funded by Federal assistance. If the aforesaid conditions are met, a copy of the provisions of the Davis-Bacon Act to be complied with are incorporated herein as a part of this Contract and referred to by reference.
- 25.2 **General Prevailing Rate** – OC San has been advised by the State of California Director of Industrial Relations of its determination of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of same are on file in the Engineering Department. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this Contract as required by Labor Code Section 1774 of the State of California. Per California Labor Code 1773.2, OC San will have on file copies of the prevailing rate of per diem wages at its principal office and at each project site, which shall be made available to any interested party upon request.
- 25.3 **Forfeiture For Violation** – Contractor shall, as a penalty to OC San, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by the Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

- 25.4 **Apprentices** – Sections 1777.5, 1777.6, 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices are applicable to this Contract and the Contractor shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days or more; or if contracts of specialty contractors not bidding for work through the general or prime Contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.
- 25.5 **Workday** – In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by it hereunder. Contractor shall conform to Article 3, Chapter 1, Part 7 (Section 1810 et seq.) of the Labor Code of the State of California and shall forfeit to OC San as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said Article. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the project.
- 25.6 **Record of Wages; Inspection** – Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the project and agrees to require that each of its subcontractors do the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. Penalties for non-compliance with the requirements of Section 1776 may be deducted from project payments per the requirements of Section 1776.
26. **South Coast Air Quality Management District's (SCAQMD) Requirements** It is Contractor's responsibility that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting or demolition of asbestos containing components or structures, shall comply with the appropriate rules and regulations of the SCAQMD.
27. **Governing Law** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange, in the event any action is brought in connection with this Contract or the performance thereof.
28. **Breach** The waiver of either party of any breach or violation of, or default under, any provision of this Contract, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.
29. **Remedies** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods or Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods or Services, OC San may (1) cancel the Contract; (2) recover whatever amount of the purchase price

OC San has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Contractor. In the event OC San elects to "cover" as described in (3), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods or Services and the Contract price, together with any incidental or consequential damages.

30. Dispute Resolution

30.1 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.

30.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to California Code of Civil Procedure, Part 3, Title 9, Sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to California Code of Civil Procedure Section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

31. Attorney's Fees If any action at law or inequity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.

32. Survival The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.

33. Severability If any section, subsection, or provision of this Contract, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.

34. Damage to OC San's Property Any of OC San's property damaged by Contractor, any subcontractors or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San.

35. Disclosure Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OC San.

36. **Independent Contractor** The legal relationship between the parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.
37. **Limitations upon Subcontracting and Assignment** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
38. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
39. **Non-Liability of OC San Officers and Employees** No officer or employee of OC San shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OC San or for any amount which may become due to Contractor or to its successor, or for breach of any obligation for the terms of this Contract.
40. **Read and Understood** By signing this Contract, Contractor represents that he has read and understood the terms and conditions of the Contract.
41. **Authority to Execute** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
42. **Entire Contract** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

- 43. Notices** All notices under this Contract must be in writing. Written notice shall be delivered by personal service or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. All notices shall be effective when first received at the following addresses:

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

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

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

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

ORANGE COUNTY SANITATION DISTRICT

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

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

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

[COMPANY]

Dated: _____ By: _____

Print Name and Title of Officer

CMM

EXHIBIT A
SCOPE OF WORK (ADDENDUM 3)
Primary Distribution Structure B Gates Repair at Plant 2
SPECIFICATION NO. S-2021-1249BD

EXECUTIVE SUMMARY/OVERVIEW

The Orange County Sanitation District (OC San) operates the third largest wastewater agency west of the Mississippi River. Since 1954, we have safely collected, treated, and disposed of and/or reclaimed the wastewater generated by 2.6 million people living and working in central and northwestern Orange County, California.

Each day we treat approximately 185 million gallons of wastewater, enough water to fill Anaheim stadium over two and a quarter times. About 80 percent of the wastewater comes from homes – sinks, toilets, showers, laundry, and dishwashers. The remaining comes from businesses – retail stores, restaurants, manufacturers, hotels, offices, and other industries.

SCOPE OF WORK

1 Location of Work

The work covered under this Contract will take place at the Orange County Sanitation District's ("OC San's" or the "Sanitation District's"):

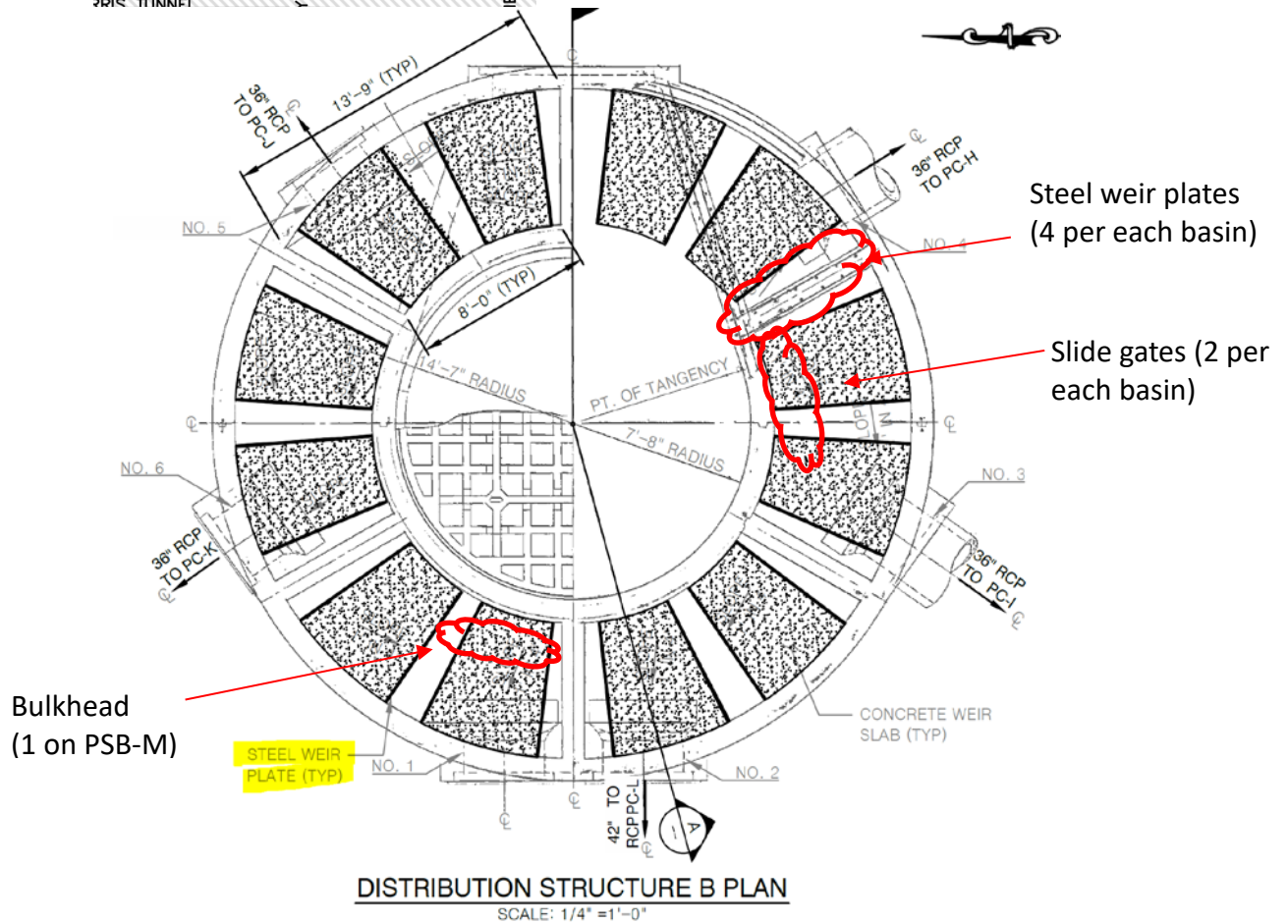
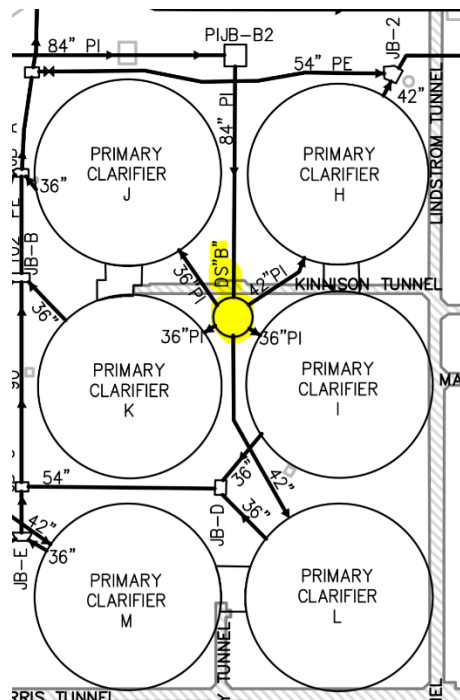
- *Plant 2 – 22212 Brookhurst Street, Huntington Beach, CA 92648*

2 General

OC San has a distribution structure (DS) that sends primary influent from Headworks to 6 Primary Sedimentation Basins (PSB) H, I, J, K, L, and M (normally closed). On February 2021, OC San conducted a condition assessment (Report found in Appendix A-1) around the DS-B (Picture 1). This project shall repair and replace 10 slide gates (2 gates per basin, except PSB-M), 1 carbon steel (CS) bulkhead for PSB-M, and 20 CS weir plates (4 weir plates per basin, except PSB-M) as described below.

The Contractor shall furnish all labor, equipment, materials, machinery, tools, supplies, insurance, bonds, permits, licenses, transportation, and other incidentals necessary to complete all tasks and items of work described within Exhibit A and within other portions of the Contract Documents and Drawings and as more specifically described below.

Picture 1: Drawing



Picture 2: DS-B Plan Drawing

3 Description of the Work

A. Slide Gates Repair

There are 10 slide gates (2 gates per basin, except one from PSB-M) that are not operable due to bent stems and bad bevel gear operators (Picture 3). Also, there is coating failure and corrosion on the gate handles (Picture 4) and bent top frames (Picture 5). The Contractor shall replace stems, including new hardware and lubrication, replace bottom rubber gasket, bevel gear operators, and handwheels, and straighten top frames ("C" channel). Each gate shall be tested after the installation. Operations shall fully open and close each gate at a minimum of 3 times. Either contractor or OC San inspector shall be inside the center structure to visually confirm gates. A leak test may be required if operations allow the system to go online.



Picture 3: Bent stems and bevel gear operators



Picture 4: Corroded handwheel and bevel gear operator

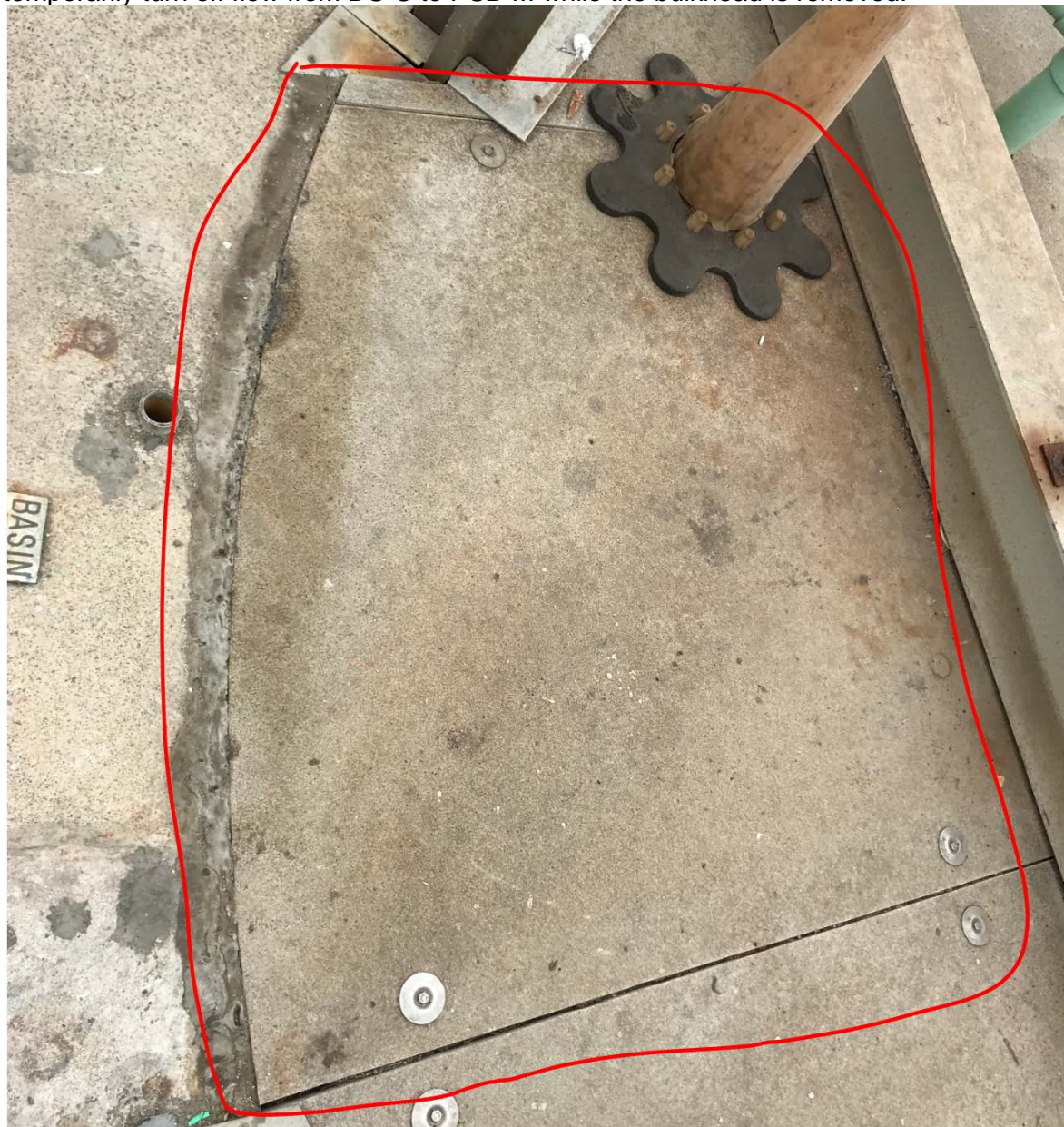


Picture 5: Bent gate top frame

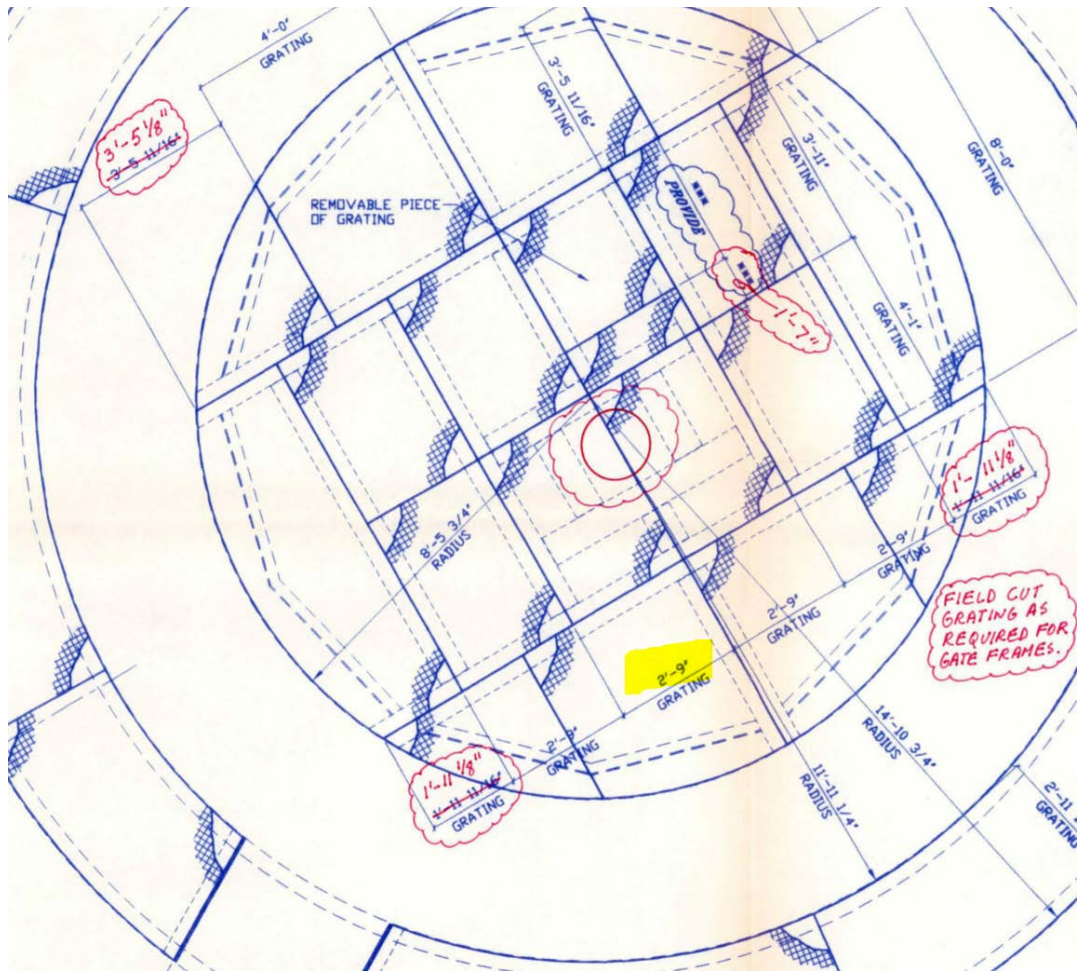
B. Carbon Steel Bulkhead Replacement

There is one corroded carbon steel bulkhead by PSB-M side. The Contractor shall remove FRP gratings to access center of distribution structure and bulkhead removal. In order to remove bulkhead, Contractor shall remove the grating red circled in Picture 6. Curved slat above the bulkhead may need to be removed (Picture 8). Also, bulkhead holes are in bad condition, so they may fail while trying to remove the bulkhead. Lastly, downstream

channel below is filled with primary influent, because PSB-M is normally fed from DS-C and may be operational during this project. Water elevation is below weir elevation in normal condition, but for safety concern, coordinate with OC San operations staff to temporarily turn off flow from DS-C to PSB-M while the bulkhead is removed.



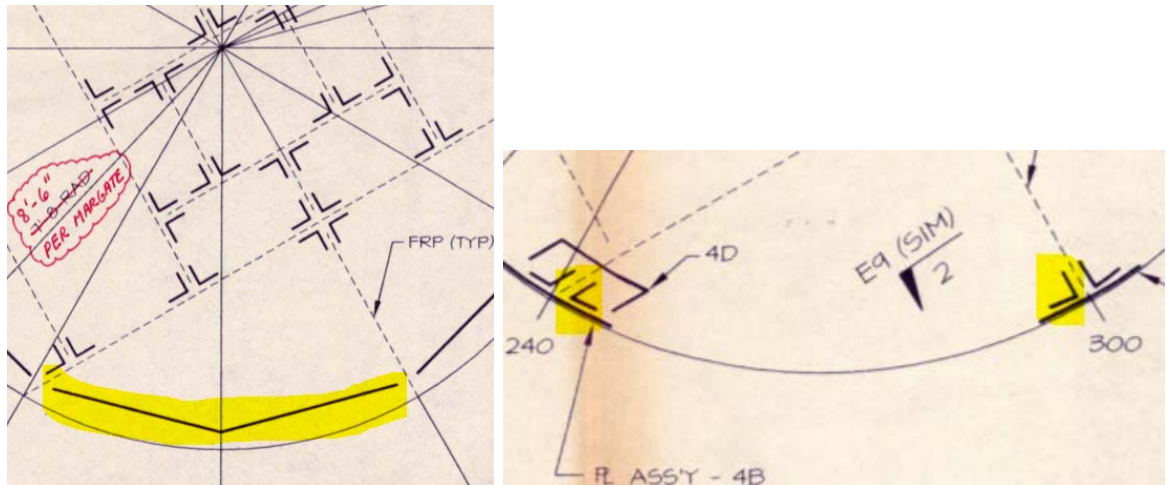
Picture 6: FRP grating from walkway



Picture 7: FRP grating dimension



Picture 8: Corroded carbon steel bulkhead from center of distribution structure



Picture 9: Curved slat and connections under FRP grating



Picture 10: One of weir slabs for PSB-M, and channel below filled with primary influent. Sludge on top of slabs will be removed by OC San.

C. Carbon Steel Weir Plates Replacement (Picture 12)

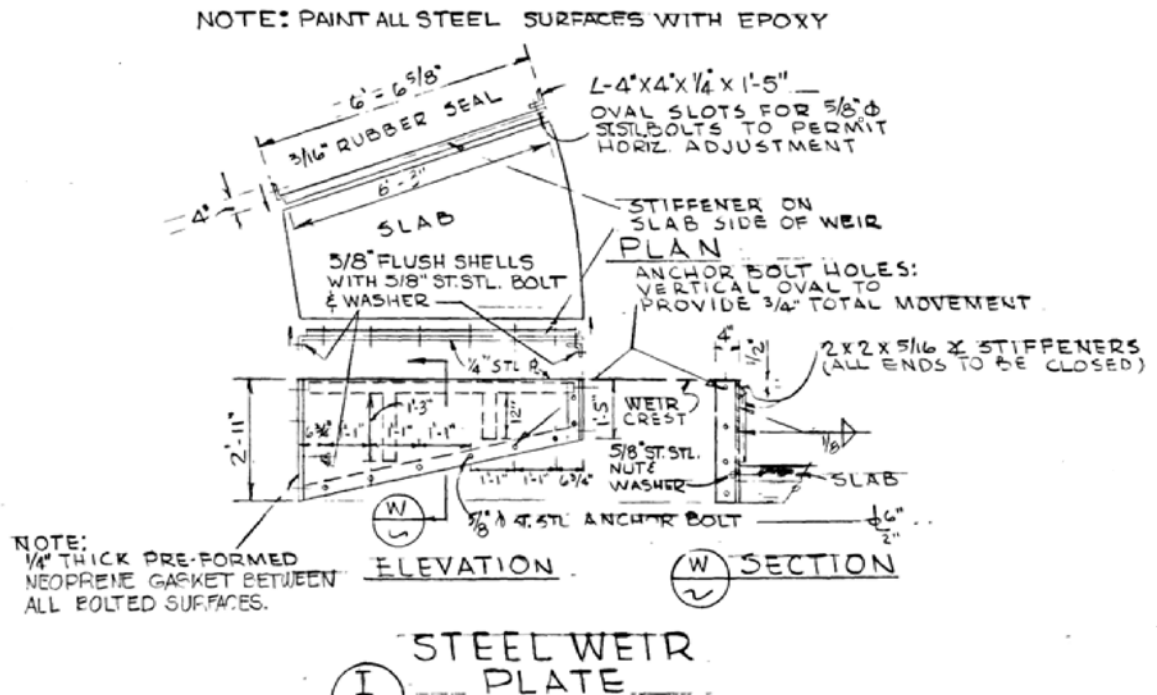
There are 20 carbon steel weir plates (4 weir plates per basin, except 4 from PSB-M) that are corroded with coating failures. The Contractor shall remove FRP gratings (Picture 11) to access weir plates, disassemble weir plates, including L-brackets, and replace them. Refer to Appendix A-3, Section I for the original shop drawing and dimensions. Rubber seals between bolted surfaces shall be replaced. Protect-in-place the existing concrete slabs attached to the weir plates. Individual components shall be marked so that replaced components match the existing installation when the work is completed.



Picture 11: FRP covers removed to access weir plates



Picture 12: Corroded steel weir plates



Picture 13: Steel weir plate original drawing

D. Confined Space Entry Support

The Contractor shall provide confined space entry and all confined space entry equipment, including but not limited to ventilation, lighting, and Self-Contained Breathing Apparatus (SCBA), for the structure entry. The Contractor shall clean and dewater necessary areas, such as inlet well and weir channels, for safe entrance.

4 Project/Work Elements

Because slide gates are not operable, OC San cannot individually isolate downstream primary basins (H, I, J, K, & L). This project would result in a shutdown of these 5 basins. In order to minimize process risk, the work shall be completed within 28 days after the mobilization.

4.1 Submittals

- A. Work plan
- B. Shop fabrication drawings of all supplied materials and hardware
- C. Repair procedures and all repair materials specified in this scope of work
- D. Construction schedule

4.2 Warranties

- A. The Contractor shall warrant that the work performed will be free of defects in materials and workmanship for a period of one year from the date of acceptance by OC San. All warranty periods shall begin after satisfactory installation and testing.
- B. The Contractor shall be responsible for removal, installation, and shipping costs of any replacement parts and for correcting any other defective work at no cost to OC San.

4.3 Equipment Removal

- A. Slide gates removal (not including one from PSB-M):
 - o 10 x stems & hardware
 - o 10 x bottom rubber seal at the bottom

- 10 x bevel gear operators with 24-in handwheels
- 10 x top frames & hardware
 - Top frames to be reused after straightened
- Polycarbonate thread cover (if exists)
- B. Bulkhead removal:
 - Clean both weir slabs for PSB-M
 - 1 x bulkhead
 - Before the removal, coordinate with operations staff to stop flow from DS-C to PSB-M. Target this activity early morning 6-7am when the plant observes low diurnal flow
 - Plan this activity when new bulkhead is fabricated and ready to be installed right after to minimize PSB-M downtime
 - Clean opening for new bulkhead installation
- C. Weir plates removal (not including 4 from PSB-M):
 - 20 x weir plate assemblies
 - 20 x weir plates
 - 40 x L-brackets
 - 40 x neoprene gaskets
 - 20 x rubber seals
 - SS bolts and nuts
- D. FRP grating removal to provide access

4.4 **Equipment Installation**

- A. Slide gates installation:
 - Refer to Section 4.1 for the original project submittal
 - 10 x 316 stainless steel (SS) stem
 - 1½-in diameter
 - Approximately 70-in length – to be field verified
 - Refer to Detail “G” from Appendix 2, page 9 for required hardware
 - Refer to 4.5 Material Requirements for stem lubrication
 - 10 x 1/4-in rubber seal at the bottom
 - Use 3M 1300 Adhesive or approved equal
 - 10 x Limitorque® B-20 Single Shaft Bevel Gear Operator, or approved equal
 - Include 24-in slide as accessory
 - 10 x 2½-in diameter clear polycarbonate cover with cover on top
 - 60-in long
 - 10 x 316 SS straightened “C” channel (top frame)
 - Refer to Section DD from Appendix A-2, page 9 for required hardware
 - Refer to 4.5 Material Requirement for coating spec of handles
- B. Bulkhead installation:
 - 316 SS with dimension of 30-in x 58-in – to be field verified
 - 1 ½-in max thickness
 - 2 x 1 ½-in holes on top section – size and location to be field verified
 - Seal joints and make watertight
 - Use polyurethane sealant. [Sika Corp Sikaflex 1A; Tremco Vulkem 116] or Equal
- C. Weir plates installation:
 - 20 x weir plate assemblies
 - Refer to Appendix A-3, Section I for the original drawing and dimension, but to be field verified
 - 20 x 316 SS weir plates with 316 SS 2 x 2 x 5/16 angle stiffeners

- 20 x 316 SS L-brackets (4-in x 4-in x ¼-in x 1-ft 5-in) with ¼-in thick neoprene gasket
- 20 x 316 SS L-brackets (4-in x 4-in x ¼-in x 2-ft 11-in) with ¼-in thick neoprene gasket
- 40 x 3/16-in neoprene seals (6-ft 6 3/8-in x 5-in)
- 316 SS hardware

D. FRP grating installation

- After work is completed, install existing FRP grating back to original location
- Apply nonshrink grout gap between concrete and FRP grating

4.5 **Material Requirements**

The Contractor shall submit repair procedure and repair materials for OC San approval

- To lubricate new operating stems, use a high grade, heavy-duty lubricant such as:
 - Shell Alvania 2EP
 - Tycol Azepro II
 - Mobilox Grease 2EP
 - Valvoline Val-Lith 2EP
- Non-shrink grout shall be Masterflow 928 as manufactured by BASF Master Builders; or equal. Grout shall be mixed in accordance with the manufacturer's instructions.

4.6 **Permits/Licenses**

Confined space entry permit

4.7 **Commissioning**

Not Used

4.8 **Deliverables/As Built Drawings/Manufacturer's Documentation**

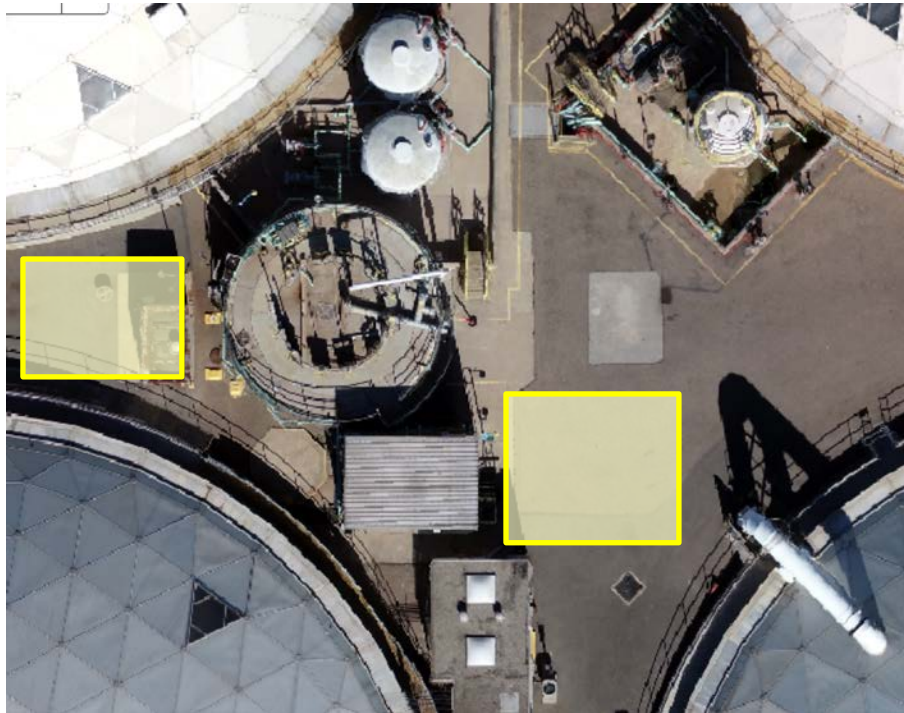
Not Used

4.9 **Training**

Not Used

5 Resources Available

- Appendices as reference information only
- Laydown and Staging Area (Picture 10) below. There may be a truck to load chemical to two bulk tanks north of the distribution structure.
- OC San will implement LOTO after the Contractor acquires Sanitation District's approval.



Picture 4014: Laydown and Staging Area by the highlighted area

6 Project Schedule

The Contractor shall complete the project within ~~63~~ 98 calendar days from the effective date of Notice to Proceed. The Contractor shall submit a project schedule to the OC San Project Manager for approval. A suggested schedule is provided below but may be updated with the approval of the OC San Project Manager, but final completion of work shall be completed within 28 days after the mobilization

Milestones/Timeline	Deadline (Weeks from Kick-Off/NTP)	Review Period (Weeks)	Cumulative Weeks
Kick-Off Meeting (NTP)	Day of NTP	N/A	1 business day
Submittals	Within 21 days of NTP	7 days	28 days
Mobilization	Within 70 days of NTP and after submittal acceptance	N/A	70 days
Final Completion of Work	Within 98 days of NTP	N/A	98 days

7 Project Management

All communication shall go through the OC San Project Manager. All workdays must be approved by the OC San Project Manager prior to construction.

7.1 Project Kick-Off Meeting

- A. A minimum of two weeks prior to start of work, a meeting with OC San staff shall be held to establish appropriate contacts and review the Contractor's plan to implement this work.

- B. Contract conferences shall be held on an on-call basis with OC San staff to keep OC San apprised of the job, review work in progress, and receive comments. Conferences shall be held at the OC San's offices or virtual Microsoft Teams. Assume a minimum of two contract conferences for bidding purposes.

8 Staff Assistance

The Contractor will be assigned a single point of contact on this project. Any meetings and/or correspondence related to this project shall be scheduled and approved by the Project Manager.

9 Safety and Health Requirements

The Contractor and any Subcontractors shall comply with all applicable provisions of the OC San Safety Standards, Federal OSHA, California OSHA, and Local regulations, whichever is most stringent. Please refer to the OC San Contractor Safety Standards for more information.

9.1 Injury and Illness Prevention Program/Site Specific Safety Plan (SSSP)

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

9.2 Contractor Safety Orientation

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

9.3 Job Safety Analysis (JSA)

- A. The Contractor shall prepare Job Safety Analysis (JSA) for work tasks completed by the Contractor. The JSA is a procedure where each basic step of the work task has identified hazards and recommended controls for the safest way to complete the work task.

9.4 Lock Out Tag Out (LOTO)

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

9.5 Confined Space Entry

- A. The Contractor shall assume the work area will be in an area classified as a Permit Required Confined Space (PRCS). The Contractor shall prepare a PRCS Entry Permit, Entry Procedure and Rescue Plan that describes all procedures, equipment,

and methods proposed to be used. A dedicated Rescue Team is required. Calling 911 or relying on the local fire department for rescue is not acceptable. A ventilation plan is required to be developed by qualified personnel and implemented during any entry into the structure. The Contractor shall monitor the atmosphere during entry for oxygen, carbon monoxide, flammable gases, and hydrogen sulfide. The Contractor should not assume any OC San owned equipment is available for Contractor use. All safety support shall be provided for OC San Inspectors at the Contractor's expense. The Contractor shall assume all work areas are classified as a PRCS. The Contractor is required to have a copy of its current confined space entry permit at every job site at all times. The OC San inspector may shut down the job site at no additional cost to OC San if the permit is not available upon request. While the piping will be isolated, the Contractor should assume there will be a potential exposure to wastewater. OC San Risk Management will review submitted Entry Permit, Entry Procedures, Rescue Plan and Ventilation Plan. If accepted, OC San Risk Management will issue the Contractor a Confined Space JHA authorizing the Contractor for such entry.

9.6 Fall Protection

- A. Fall protection shall be provided around all openings to protect Contractor employees and OC San. Fall protection at openings shall consist of a portable guardrail or other suitable barrier to prevent persons from falling to a lower level. Fall protection will be required for personnel when using Contractor provided extension ladders when accessing the structures. Fall protection will be required when working at heights greater than six feet.
- B. Scaffold erection may be required. In all cases, the scaffolding system shall be designed by a scaffold qualified person and erected, inspected and dismantled by a scaffold competent person. The scaffolding shall be supplied by a qualified, experienced scaffolding company. Contractor shall submit scaffold plans prior to use and must be approved by OC San.

9.7 Hot Work

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

9.8 Chemical Safety

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2021-1781

Agenda Date: 9/1/2021

Agenda Item No: 8.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

FLEET PURCHASE OF REPLACEMENT VEHICLES, LIGHT DUTY TRUCKS, AND MEDIUM DUTY TRUCKS FOR FY21-22

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Purchase Order to National Auto Fleet Group to purchase one Ford F550 service body utility truck and five Ford F250 service body utility trucks using Sourcewell Cooperative Contract No. 120716-NAF, for a total amount of \$326,408; and
- B. Approve a 5% contingency of \$16,321.

BACKGROUND

The Orange County Sanitation District (OC San) maintains a fleet of vehicles necessary to meet its business needs. The fleet is comprised of 27 heavy-duty equipment trucks, 92 light-duty trucks, 35 sedans, 12 SUVs, and 10 vans, for a total of 176 vehicles. Light-duty trucks compose the largest segment of the fleet and support the mobility needs of the Engineering, Operations, Collection Facilities, and Maintenance staff.

The OC San Fleet Services Division systematically replaces vehicles as part of an overall fleet right-sizing and modernization strategy. The replacement is based on the current vehicles' ability to meet the assigned group's needs, vehicle age, maintenance cost, condition, and mileage. Replacement of older vehicles improves safety by ensuring the vehicles are equipped with airbags, anti-lock brakes, and traction control. Replacement vehicles also offer new capabilities such as integrated davits or cranes to improve lifting and ergonomic safety.

Approximately 25% of OC San's vehicles are "Green" (electric, hybrid, CNG) or Flex-fuel vehicles. All replacement vehicles are evaluated for "Green" fuel applicability and feasibility.

RELEVANT STANDARDS

- Participate in local, state, and national cooperative purchasing programs
- Maintain a proactive asset management program
- Ensure the public's money is wisely spent

PROBLEM

The vehicles below are identified for replacement as they are no longer economical to maintain and are exhibiting deteriorating physical condition.

Type	Year	Make	Model	Mileage	Replacement Identifier
Lt. Truck	2006	FORD	F250	37,602	A
Lt. Truck	2012	FORD	F250	62,348	A
Lt. Truck	2015	FORD	F250	87,733	A
Md. Truck	2013	FORD	F550	64,180	B
Reallocated Positions					C

PROPOSED SOLUTION

Staff recommends replacing the above vehicles with the following vehicles:

Vehicle Description & Unit Quantities	Total Amounts (Including Options, Tax, Tire Fee)	Replacement Identifier
Three 2022 Ford F250 XL Service Body Utility Trucks	\$143,127	A
One 2022 Ford F550 XL Service Body Utility Truck	\$ 84,793	B
Two 2022 Ford F250 Crew XL Service Body Utility Trucks	\$ 98,488	C

The utility trucks, replacement identifiers A and B, come equipped with the necessary service body for maintenance work. The size of vehicle is determined by the type of work to be completed. These are in-kind replacements.

The two additional Ford F250 Crew XL service body utility trucks with replacement identifier C were requested and approved through the budget planning process to support a new need within the Maintenance Divisions. These vehicles will allow technicians to support both treatment plants and the pump stations versus electric carts for intraplant use only.

TIMING CONCERNS

A 5% contingency is being recommended should a pricing change occur between the date of approval and date of purchase due to tariffs and uncontrollable market conditions.

RAMIFICATIONS OF NOT TAKING ACTION

The vehicles selected for replacement are becoming unreliable, deteriorating, and are no longer economical to maintain. Additionally, these vehicles are lacking the more modern safety features currently required for fleet vehicles.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

OC San utilizes a Cooperative Agreement through Sourcewell (formerly National Joint Powers Alliance), Cooperative Contract No. 120716-NAF with National Auto Fleet Group, in accordance with OC San's Purchasing Ordinance. Cooperative Agreements tend to produce lower unit prices.

This Cooperative Agreement was awarded using a competitive bid process comparable to OC San's and vetted by OC San's Purchasing Division. The amount of savings under this Cooperative Agreement is \$46,723 versus non-cooperative contract list pricing. These costs are inclusive of freight and sales tax.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of OC San's Purchasing Ordinance. This budgeted item is in the FY 2021-22. Line item: Appendix, Page A16, Capital Equipment Budget Summary.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
09/29/2021	\$326,408	\$16,321 (5%)

ATTACHMENT

The following attachment(s) may be viewed online at the OC San website (www.ocsan.gov) with the complete agenda package:

N/A

DS:bb:sr:qc

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1295

Agenda Date: 9/1/2021

Agenda Item No: 9.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

ON-CALL MAINTENANCE AND REPAIR MASTER SERVICES CONTRACTS - SPECIFICATION NO. S-2021-1234BD

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve Master Services Contracts to provide on-call maintenance and repair services, Specification No. S-2021-1234BD, for a one-year period effective December 1, 2021 through November 30, 2022, with two, one-year renewal options, in accordance with Ordinance No. OC SAN-56, Section 2.03(F), with the seven qualified firms, for bids less than \$300,000:
1. Jamison Engineering Contractor, Inc.
 2. Charles King Company
 3. J.R. Filanc Construction Company, Inc.
 4. Shimmick Construction Company, Inc.
 5. W.A. Rasic Construction Company, Inc.
 6. Kiewit Infrastructure West Co.
 7. O'Connell Engineering & Construction, Inc.; and
- B. Authorize the General Manager to add or delete firms as necessary to maintain a qualified base of up to seven firms in accordance with the Request for Qualifications Specification No. S-2021-1234BD.

BACKGROUND

The objective of the Maintenance & Repair Services Program is to provide a Task-Order based procurement process that allows the Orange County Sanitation District (OC San) to "fast track" repair services on OC San assets. These master services contracts will also benefit OC San in having ready access and agreed upon response terms for urgent and emergency repairs. This procurement is not intended to operate on a rotational basis. The successful Contractors selected from the Request for Qualification (RFQ) process will be offered the opportunity to bid on individual Task Orders. Task Order Bids will be awarded to the lowest responsive bidder. Task Orders will vary in cost not to exceed \$300,000, in accordance with Ordinance No. OC SAN-56, Section 2.03 (F). Maintenance and Repair Projects with estimates exceeding \$300,000 (including change orders) will

be submitted through the formal bid procurement process (i.e., design/bid/award/repair), including Operations/Board Committee approval pursuant to OC San's Purchasing Ordinance.

RELEVANT STANDARDS

- Ensure the public's money is wisely spent
- Maintain a culture of improving efficiency to reduce the cost to provide the current service level or standard

PROBLEM

OC San's Purchasing Ordinance allows selection of Master Contracts for providing maintenance and repair services to improve its efficiency to purchase goods and services required by OC San. The current Master Services Contracts to provide on-call maintenance and repair services is set to expire on November 30, 2021.

PROPOSED SOLUTION

Select up to seven qualified firms using the Request for Qualification (RFQ) process to perform maintenance & repair services on a Task-Order basis by offering the opportunity to bid on individual Task Orders.

TIMING CONCERNS

The existing Master Services Contracts expire November 30, 2021.

RAMIFICATIONS OF NOT TAKING ACTION

OC San will not have on-call contracts to expedite procurement of facility maintenance and repair services, which would hamper our ability to make timely repairs to ensure the reliability of our collection system and treatment plants.

PRIOR COMMITTEE/BOARD ACTIONS

October 2018 - Board approved Master Services Contracts for maintenance and repair services with seven qualified firms for bids less than \$300,000.

ADDITIONAL INFORMATION

A Request for Qualifications (RFQ) was issued on April 27, 2021 via PlanetBids. A non-mandatory pre-bid meeting was conducted virtually on May 18, 2021. Statements of Qualifications (SOQs) were received on June 10, 2021. OC San received nine responsive SOQs from the following Contractors:

1. Jamison Engineering Contractor, Inc.
2. Charles King Company
3. J.R. Filanc Construction Company, Inc.
4. Shimmick Construction Company, Inc.

5. W.A. Rasic Construction Company, Inc.
6. Kiewit Infrastructure West Co.
7. O'Connell Construction Company, Inc.
8. Tharsos
9. ICS

The nine Contractors were evaluated on a pass/fail basis as required per the RFQ, based on the following two categories: (1) financial history, and (2) safety record. Each of the nine Contractor's financial history and safety records were evaluated pursuant to the criteria established in the RFQ and all nine Contractors were deemed responsive.

A three-member panel reviewed, evaluated, and ranked the nine responsive Contractors' SOQ's based upon the following three categories: (1) qualifications of the firm, (2) staff qualifications, and (3) related experience in maintenance and repair services. Staff reviewed and ranked the proposals, and the following table summarizes the results of the rankings:

Rank	Proposer	Subtotal Score (Max 100%)
1	Jamison Engineering Contractor, Inc.	90%
2	Charles King Company	88%
3	J.R. Filanc Construction Company, Inc.	88%
4	Shimmick Construction Company, Inc.	87%
5	W.A Rasic Construction Company, Inc.	83%
6	Kiewit Infrastructure West Co.	82%
7	O'Connell Construction Company, Inc.	78%
8	Tharsos	71%
9	ICS	54%

Based on the results, staff recommends awarding the Master Services Contracts to the top seven ranked Contractors (Proposers).

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of OC San's Purchasing Ordinance. This recommendation will be funded under the Repairs and Maintenance line for Operations and Maintenance Department (Budget Update - Fiscal Year 2021-22, Page 45). The available funding is sufficient for this action.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Draft Master Services Contract

RM:jg:ab:gc

**MASTER SERVICES CONTRACT
Maintenance & Repair Services
Specification No. S-2021-1234BD**

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

WITNESSETH

WHEREAS, OC San desires to retain the services of Contractor for Maintenance & Repair Services "Services"; and

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

WHEREAS, at its regular meeting on _____, the Board of Directors of OC San, by minute order, authorized execution of this Contract between OC San and Contractor; and;

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

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

1. Introduction

- 1.1 This Master Services Contract and all attachments hereto (called the "Contract") is made by OC San and Contractor. The terms and conditions herein exclusively govern the purchase of Services as described in the Scope of Services, attached hereto and incorporated herein by reference as Exhibit "A".
- 1.2 All Task Order Bids awarded under this Master Services Contract shall be incorporated by reference and made part hereof, upon issuance of the Task Order Bid Purchase Order.
- 1.3 Attachments to this Contract are incorporated by reference and made a part of this Contract as though fully set forth at length herein. Attachments to this Contract are as follows:

Individual Task Order Bids, inclusive of:
Task Order Bid Exhibit A - Scope of Services

Master Services Contract Exhibit "A" Scope of Services
Master Services Contract Exhibit "B" General Conditions
Master Services Contract Exhibit "C" Determined Insurance Requirement Form
Master Services Contract Exhibit "D" Contractor Safety Standards
Master Services Contract Exhibit "E" Human Resources Policies

- 1.4 In the event of any conflict or inconsistency between the provisions of this Contract, provisions of the Task Order(s) and any of the provisions of the attachments hereto, the

provisions of this Contract shall govern and control in the order of precedence set forth below:

Master Services Contract, and any amendments thereto
Master Services Contract Exhibit "B" General Conditions
Master Services Contract Exhibit "C" Determined Insurance Requirement Forms
Master Services Contract Exhibit "D" OC San Contractor Safety Standards
Master Services Contract Exhibit "E" Human Resources Policies

Individual Task Order Bids, inclusive of:
Task Order Exhibit A - Scope of Services
Master Services Contract Exhibit "A" Scope of Services

- 1.5 The provisions of this Contract and attachments hereto are applicable at the Task Order level. It is OC San's intent that all use of the word "Contract" in Exhibit "A" and the Task Order Attachments thereto shall mean Task Order Bid.
- 1.6 The provisions of this Contract and provisions of the Task Order(s) may be amended or waived only by a writing executed by authorized representatives of both Parties hereto.
- 1.7 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.
- 1.8 The term "days", when used in the Contract, shall mean calendar days, unless otherwise noted as business days.
- 1.9 OC San holidays (non-working days) are as follows: New Year's Day, Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.10 The term "hours", when used in this Contract, shall be defined in the Request for Task Order Bid, Exhibit "A" Task Order Scope of Services.
- 1.11 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the price provided under the Task Order Bid.
- 1.12 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or action incurred or undertaken by Contractor as a result of work performed in anticipation of purchases of said services by OC San.
2. **Prevailing Wage Rates** The Contractor shall comply with California Labor Code Section 1771 by the payment of prevailing wages as established by the Director of the State Department of Industrial Relations. In accordance with Labor Code Section 1775, the Contractor and any Subcontractor shall forfeit, as a penalty to OC San, not more than Two Hundred Dollars (\$200) for each calendar day or portion thereof for each worker paid less than the established prevailing rates for such work or craft in which such worker is employed for any Work done under the Contract in violation of the provisions of the California Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, for each day or portion thereof in which each worker was paid less than the prevailing wage rate the difference between such established prevailing wage rates and the amount paid to each worker shall be paid to each worker by the Contractor. Per California Labor Code 1773.2, OC San will have on file copies of the prevailing rate of per diem wages

at its principal office and at each job site, which shall be made available to any interested party upon request.

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 on a construction contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, Contractor and its Subcontractors shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the work is subject to compliance monitoring and enforcement by the DIR.
- 3.2 The Contractor and its Subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- 3.3 Pursuant to Labor Code Section 1776, the Contractor and its Subcontractors shall furnish a copy of all certified payroll records to OC San and/or general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- 3.4 The Contractor and its Subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).

4. Payments

Each individual task order shall specify the method of payment to be used. Payment may be based on milestones, lump sum or monthly methods.

Milestones: Payments shall be made upon approval by OC San Project Manager or his designee, of invoices submitted for milestones completed as described in the Task Order Bid. OC San, in its sole discretion, shall determine whether tasks and deliverables for each milestone has been satisfactorily completed.

Lump Sum: Payment will be made in one lump sum after completion and acceptance of the Services. OC San, at its sole discretion, shall be the determining party as to whether all Work has been satisfactorily completed.

Monthly: OC San shall pay monthly for Services rendered.

OC San shall pay, Net 30 days upon receipt of itemized invoices, submitted in duplicate, in a form acceptable to OC San to enable audit of the charges thereon.

5. Invoices

OC San shall pay within 30 days of completion and receipt and approval by OC San's Project Manager of an itemized invoice, in a form acceptable to OC San to enable audit of the charges thereon. All cash discounts shall be taken and computed from the date of completion of tasks or acceptance of equipment, material, installation and training, or from the date of receipt of invoice, whichever occurs last.

In an effort to provide quicker payment, OC San may offer payment by MasterCard.

Invoices shall be emailed by Contractor to OC San Accounts Payable at APStaff@OCSAN.gov and reference the following in the subject line: "INVOICE", the Purchase Order number, the Project Manager(s), and [Specification No.]

6. **Audit Rights** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
7. **Scope of Services** Subject to the terms of this Contract, Contractor shall perform the Services identified in the individual Task Order Scope of Services, in accordance with the Standards and Requirements contained therein.
8. **Modifications to Scope of Services** Requests for modifications to the Task Order Scope of Services hereunder can be made by OC San at any time. All modifications must be made in writing and signed by both Parties. Refer to General Conditions.
9. **Contract Term** The Services provided under this Contract shall commence on December 1, 2021 and continue through November 30, 2022. Task Order Bids can be competed during the initial term and each renewal period of the Contract. The Contract shall remain in effect until all Task Order Services have been completed and accepted by OC San.
10. **Renewals**
OC San may exercise the option to renew the Contract for up to two (2) one-year periods as mutually agreed upon between both parties. OC San shall make no obligation to renew nor give reason if it elects not to renew.
11. **Termination**
 - 11.1 **Termination for Convenience** OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San of intent to terminate. Upon receipt of a termination notice, Contractor shall immediately discontinue all the Work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for the Work performed (cost and fee) to the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost or claim hereunder by Contractor other than for Work performed to the date of termination.
 - 11.2 **Termination for Default** If the Contractor refuses or fails to prosecute the Work in any awarded Task Order Bid or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any authorized extension thereof, or fails to perform the Work in a manner required by the Contract Documents and/or industry standards, or fails to complete such Work within such time as required under the Contract Documents or, if the Contractor should be adjudged as bankrupt, or is otherwise deemed insolvent by OC San based on good cause and is unable to proceed with the Work, or if the Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if the Contractor files a petition to take advantage of any debtor's act, or should any Subcontractor violate any of the provisions of the Contract, or if the Contractor should persistently or repeatedly refuse or fail, except in cases for which an authorized extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if the Contractor should fail to make prompt payment to Subcontractors for material or labor, or if

the Contractor should persistently disregard laws, or instructions given by OC San, or if the Contractor otherwise substantially fails to fulfill its obligations under the Contract Documents, OC San may, without prejudice to any other right or remedy, serve written notice upon the Contractor and Sureties of OC San's intention to terminate the Contractor's performance under the Task Order Bid. Said notice shall contain the reasons for such intention to terminate the Contractor's performance under the Contract, and unless, within ten (10) days after the service of such notice, such violations cease and/or satisfactory arrangements for the corrections thereof have been made, the OC San may terminate Contractor's performance under the Task Order Bid and the Contractor shall not be entitled to receive any further payment until the Work is finished.

In the event of any such termination, OC San shall serve written notice thereof upon the Surety and Contractor, and the Surety shall have the right to take over and perform the Task Order Bid. However, if the Surety, within five (5) days after the service of a notice of termination, does not give OC San written notice of its intention to take over and perform the Task Order Bid, and if it serves such notice of its intent to take over and perform the Task Order Bid and does not begin performance thereof within fifteen (15) days from the date of serving said notice, OC San may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and the Sureties and/or Contractor shall be liable to OC San for any excess cost or other damage incurred by OC San thereby. In such an event OC San may without liability for so doing, take possession of and utilize such materials, tools, equipment, supplies and other property belonging to the Contractor and/or assume assignment of any and all subcontracts for Subcontractors and/or Suppliers that may be on the worksite and be necessary to complete the Work. For any portion of such Work that OC San elects to complete by furnishing its own employees, materials, tools, and equipment, OC San shall be compensated in accordance with the schedule of compensation for force account Work as stated in the General Conditions section entitled Task Order Bid Price Adjustments and Payments.

If the Surety assumes the Contractor's terminated Work, it shall take the Contractor's place in all respects for that part and shall be paid by OC San for all Work performed by it in accordance with the terms of the Contract Documents. If the Surety assumes the entire Task Order Bid, all money due the Contractor at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Task Order Bid.

Contractor hereby consents to assigning to OC San and/or OC San's replacement contractor all subcontracts and other agreements of any and all Subcontractors and/or Suppliers that may be on the worksite and/or may be necessary to complete the Work in the event of Termination for Default or Termination for Convenience, as set forth below. Contractor agrees to obtain, by way of a subcontract provision, the consent of each and every Subcontractor and/or Supplier for such assignment prior to the commencement of each such Subcontractor's and/or Supplier's Work on the Task Order Bid.

In the event of such termination, the Contractor will be paid the actual amount due based on unit prices or lump sums in any awarded Task Order Bid and the quantity of Work completed at the time of termination, less damages caused to OC San by acts of the Contractor causing the termination, including but not limited to, all costs to OC San arising from professional services and attorneys' fees and all costs generated to insure or bond the Work of substituted Contractors or Subcontractors utilized to complete the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to OC San promptly upon demand. On failure of the

Contractor to pay, the Surety shall pay on demand by OC San. Any portion of such difference not paid by the Contractor or Surety within thirty (30) days following the mailing of a demand for such costs shall earn interest at the maximum rate authorized by California law.

The Contractor and OC San agree that nothing in this section is intended to be or is a prevailing party clause as it pertains to attorney's fees.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies under law or in equity available to OC San.

If it is later determined by OC San that the Contractor had an excusable reason for not performing, such as a fire, flood, or other event which was not the fault of or was beyond the control of the Contractor, OC San, after setting up a new performance schedule, may allow the Contractor to continue Work, or treat the termination as a termination for convenience, and the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of OC San.

All OC San property in the possession or control of Contractor shall be returned by Contractor to OC San upon demand, or at the termination of the Task Order Bid, whichever occurs first.

12. **Bonds** Contractor shall, before entering into the performance of any Task Order Bid awarded under this Contract, furnish bonds, if required as specified in an individual Request for Task Order Bid. The form of each bond shall be provided in the Request for Task Order Bid. The bonds shall be approved by OC San's General Counsel - one in the amount of one hundred percent (100%) of the Task Order Bid amount, to guarantee the faithful performance of the Work, and the other in the amount of one hundred percent (100%) of the Task Order Bid amount, to guarantee payment of all claims for labor and materials furnished. Task Order Bid shall not become effective until such bonds are supplied to and approved by OC San. Bonds must be issued by a surety authorized by the State Insurance Commissioner to do business in California and must be maintained throughout the life of the Task Order and during the warranty period.

Contractor is hereby notified that it is required that the person executing the Bonds must have on file with the County Clerk, County of Orange, a Power of Attorney and authorization to execute said Bonds for and on behalf of the corporate surety. The purpose of this requirement is to insure that the provisions of Code of Civil Procedure Section 995.630 requiring such authority to be on file with the Orange County Clerk are satisfied in order for the OC San and its officers to approve the bond.

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 OC San, nor shall Contractor allow any Subcontractor to commence service pursuant to a subcontract until all insurance required of the Subcontractor has been obtained. Failure to maintain required insurance coverage shall result in termination of this Contract. Nothing contained in these insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's Sureties.

14. **General Indemnification** The Contractor shall, with respect to all Work covered by or incidental to these Contract Documents, be responsible for any liability imposed by law and shall indemnify, defend and hold OC San, the Engineer, the Consultant and its subconsultants, and each of their directors, officers, agents and employees, and all public entities issuing permits to the Contractor, free and harmless from and against all of the following:

Any claim, suit or action of every name, kind, and description, loss, damage, cost, expenses, including reasonable attorney's fees and expert fees, costs of compliance with administrative orders and directives, litigation, arbitration, awards, fines, and administratively or judicially-imposed penalties or judgments, arising by reason of death or bodily injury to person(s), injury to property, or other loss, damage or expense, resulting from the construction of the Work, design defects (if design originated by the Contractor only), defects in the Work, or by or on account of acts, errors or omissions of the Contractor or Contractor's Subcontractors, Suppliers, employees, invitees, or agents or from any other cause whatsoever arising during the progress of the Work or at any time prior to its completion and Final Acceptance, including any of the same resulting from OC San's alleged or actual acts, errors, or omissions regardless of whether on or off of the worksite. Said responsibility shall extend to claims, demands or liability for loss, damage or injuries occurring or discovered after completion of the Work, as well as during the progress of the Work. However, the Contractor shall not be obligated under this Contract to indemnify OC San, the Engineer or its Consultant(s) with respect to the active negligence, sole negligence or willful misconduct of OC San, the Engineer, or its Consultant(s).

In addition, if any action is brought against the Contractor or any Subcontractor to enforce a stop payment notice or Notice to Withhold, which names OC San as a party to said action, OC San shall be entitled to reasonable attorney's fees, costs and necessary disbursements arising out of the defense of such action by OC San. OC San shall be entitled to deduct its costs for any stop payment notice filed, whether court action is involved or not.

In any and all claims against the indemnified parties by an employee of the Contractor, any Subcontractor, any Supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation as specified herein shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor, or any Subcontractor, or any Supplier or other person under Workers' Compensation acts, disability benefit acts, or other employee acts.

The obligations of the Contractor as specified herein shall not extend to the liability of the Engineer, the Consultant or its subconsultants, and each of their directors, officers, agents and employees, arising out of or resulting from or in connection with the preparation of approval of maps, Drawings, opinions, reports, surveys, designs or Specifications, provided that the foregoing was the sole and exclusive cause of the loss, damage or injury.

The Contractor shall also be responsible for and shall indemnify, defend and hold harmless OC San, the Engineer, the Consultant and its subconsultants, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of the Contractor to faithfully perform the Work and all of the Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees incurred by the indemnified parties in any lawsuit to which they are a party.

In the event Contractor or its insurer refuses or fails to provide a legal defense to OC San after receiving written notice of the legal action and a tender and demand for defense, OC San shall have the right to select counsel of its own choice to represent all the interests of OC San at Contractor's cost and expense. Contractor agrees that the amount of legal costs and expenses, including attorneys' fees, may be withheld by OC San from any Contract amounts due and owing to Contractor until such time as a final determination is made as to the responsibility for payment of said fees and costs. Contractor further agrees that to the extent OC San incurs such damages and the damages exceed any remaining Contract amounts due and owing to Contractor, Contractor shall reimburse OC San for all such additional damages upon demand by OC San for the same.

Contractor and OC San agree that nothing in this section is intended to be or is a prevailing party clause as it pertains to attorney's fees.

15. **Contractor Safety Standards and Human Resources (HR) Policies** OC San requires all contractors to follow and ensure their employees and all subcontractors follow all State and Federal regulations as well as OC San requirements while working at OC San locations. If during the course of a contract it is discovered that OC San policies, safety manuals, or contracts do not comply with State or Federal regulations then the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor and all its employees and Subcontractors, shall adhere to all applicable Contractor Safety Standards attached hereto in Exhibit "D" and the Human Resources Policies in Exhibit "E".
16. **Performance** Time is of the essence in the performance of this Contract and the provisions hereof.
17. **Delay and Liquidated Damages** Liquidated Damages, if any, shall be specified in any Task Order Bids. In the event the Contractor fails to achieve Final Completion of the Task Order within the required period of performance or fails to meet any other time requirements set forth in the Contract, including the timely submittal or update of the Task Order Schedule or achievement of any designated milestones or deadline as required in the approved Task Order Bid Price Form, after due allowance for extensions of time made in accordance with the Contract Documents, if any, OC San will sustain damage which would be extremely difficult and impracticable to ascertain. The parties therefore agree that in each such event, Contractor will pay to OC San a determined sum per day, as Liquidated Damages, and not as a penalty, for each and every calendar day during which Final Completion of the Task Order Bid is so delayed, or timely submittal or update of the Task Order Schedule is so delayed. If deadlines for milestones are identified in the approved Task Order Bid Price Form, Contractor shall pay OC San the Liquidated Damage amount corresponding to that milestone for each and every day during which the achievement of the milestone is delayed. Contractor agrees to pay such Liquidated Damages and further agrees that OC San may offset the amount of Liquidated Damages from any monies due or that may become due Contractor under this Contract. Contractor also agrees that to the extent the amount of Liquidated Damages exceeds any monies due to the Contractor under this Contract, Contractor shall pay all such amounts to OC San upon demand. Liquidated Damages due to delays in achieving a milestone or deadline will not be credited toward Liquidated Damages due to delays in achieving subsequent milestones, deadlines or Final Completion of the Task Order. If this Section herein entitled "Delay and Liquidated Damages," is found for any reason to be void, invalid or otherwise inoperative so as to disentitle OC San from claiming Liquidated Damages, OC San is entitled to claim against

the Contractor damages at law for the Contractor's failure to complete the Task Order by the Final Completion date.

18. **Force Majeure** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government or any other cause beyond its control, but said party shall use reasonable efforts to minimize the extent of the delay. Work affected by a Force Majeure condition may be rescheduled by mutual consent or may be eliminated from the Contract.
19. **Freight (F.O.B. Destination)** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
20. **Familiarity with Services** By executing this Contract, Contractor warrants that: 1) it has investigated the services to be performed; 2) it has investigated the site of the services and is aware of all conditions there; and 3) it understands the facilities, difficulties and restrictions of the services under this Contract. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.
21. **Regulatory Requirements** Contractor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements.
22. **Licenses, Permits, Ordinances and Regulations** Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualification and approvals of whatever nature that are legally required to engage in this Work. Any and all fees required by 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 OC San as a result of Contractor's noncompliance therewith. Any permission required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically referenced.
24. **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.
25. **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 Orange County, in the event any action is brought in connection with this Contract or the performance thereof.
26. **Breach** The waiver of either party of any breach or violation of, or default under, any provision of this Contract, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default

thereunder. Any breach by Contractor to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.

- 27. Remedies** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods or Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods or Services, OC San may (1) cancel the Contract; (2) recover whatever amount of the purchase price OC San has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Contractor. In the event OC San elects to "cover" as described in (3), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods or Services and the task order price, together with any incidental or consequential damages.

28. Dispute Resolution

- 28.1 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 Contract, 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.

- 28.2 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 Contract, each party shall select an arbitrator, and those two 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 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.

- 29. Attorney's Fees** If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.

- 30. Survival** The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.

- 31. Severability** If any section, subsection, or provision of this Contract, or any Contract 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.

32. **Damage to OC San's Property** Any of OC San's property damaged by Contractor, any Subcontractors or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San.
33. **Disclosure** Contractor agrees not to disclose, to any third party, data or information generated from these Services without the prior written consent from OC San.
34. **Independent Contractor** The legal relationship between the parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.
35. **Limitations upon Subcontracting and Assignment** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
36. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
37. **Non-Liability of OC San Officers and Employees** No officer or employee of OC San shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OC San or for any amount which may become due to Contractor or to its successor, or for breach of any obligation for the terms of this Contract.
38. **Read and Understood** By signing this Contract, Contractor represents that he has read and understood the terms and conditions of the Contract.
39. **Authority to Execute** The persons executing this Contract, inclusive of Task Order Bids 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.
40. **Entire Contract** This Contract constitutes the entire Contract of the Parties and supersedes all prior written or oral and all contemporaneous oral Contracts, understandings, and negotiations between the Parties with respect to the subject matter hereof.
41. **Task Orders** OC San does not guarantee that Contractor will receive any individual Task Order Bids, nor that the Contractor will receive an equal number of Task Order Bids as compared to any other awarded Contractors. OC San makes no guarantee that the Maintenance & Repair Services Program budget, identified in the RFQ, will be expended.
- 41.1 Each Task Order will be limited to no greater than \$300,000.
- 41.2 OC San will order the Services through a Request for Task Order Bid. Each Request for Task Order Bid will contain a detailed Scope of Services and may require attendance at a job walk (including Subcontractors, as needed) prior to the submission of a Task Order Bid.
- 41.3 Task Order Bid will be awarded on the basis of the lowest responsive Bid.

- 41.4 The Request for Task Order Bid will identify the project, location of the Work, and other general and special requirements.
- 41.5 All Task Order Bids will be lump sum.
- 41.6 Contractors will be required to list Subcontractors in accordance with Public Contract Code Section 4104.
- 41.7 Payment terms will be specified in each Request for Task Order Bid.
- 41.8 Payment & Performance Bond requirements, if applicable, will be specified in each Request for Task Order Bid. Notice to Proceed shall not be made until the bonds are approved by OC San.
- 41.9 OC San does not guarantee that any qualified Contractor will be awarded any individual Task Order Bids.
- 41.10 The Contractor shall submit its Task Order Bid within the time specified in the Request for Task Order Bid. Late Task Order Bids will not be accepted.
- 41.11 Changes to the Task Order Bid Services shall be made in accordance with Master Services Contract Exhibit "B" General Conditions.

42. Task Order Bid Protest Procedures

This section sets forth the procedure and remedies concerning submittal and consideration of all protests received by OC San with respect to this Request for Task Order Bid (RFTOB) issued under this Master Services Contract. All communications to OC San relating to a Protest shall be in writing and submitted electronically to Purchasing@OCSAN.gov. By submitting a Task Order Bid (TOB), each Contractor hereby agrees and understands that the Contractor must comply with these protest procedures and exhaust all administrative remedies set forth herein prior to the initiation of any type of related legal action. Upon the express written consent of the parties, this protest procedure can also be used to resolve issues surrounding OC San's determination of a Contractor as not responsible. This procedure is not intended to address issues concerning TOB responsiveness. The following terms as used in this Section shall have the following meanings:

- **Affected Parties** shall mean proposers on a procurement, whose direct economic interest would be affected by a submitted protest.
- **Protest** shall mean a written objection by an interested party or Affected Party to
 - (i) the requirements or specifications contained in the RFTOB (solicitation protest); or
 - (ii) a proposed award recommendation (award protest).
- **Days** shall mean calendar days, unless otherwise specified.
- **Interested Party** shall mean (1) on solicitation, all Contractors or prospective Contractors; (2) on award, the unsuccessful Contractor(s) with a direct economic interest in the outcome of their protest.
- **Solicitation Protest Statement** shall mean a written objection during the solicitation phase of the procurement, which shall be submitted prior to the Task Order Bid due date as specified herein.

- **Award Protest Statement** shall mean a written objection to the award recommendation prior to final action to award the Task Order Bid, which shall be submitted after receipt of Task Order Bids, but before award of a Task Order Bid, as specified herein.
- **File or Submit** shall refer to the date of receipt by OC San.

Specific procedures and requirements are as follows:

A. Solicitation Phase Protest

The purpose of this RFTOB is to obtain competitive TOBs from awarded Contractors. Any Interested Party who has reason to believe that a free and open competition has not taken place or that a particular specification or requirement is impractical, unduly restrictive, or ambiguous may advise OC San of its concerns by submitting a detailed Solicitation Protest Statement in accordance with the requirements set forth below in this Section A.

1. Contents and Requirements

A Solicitation Protest Statement must be submitted via email to Purchasing@OCSAN.gov and addressed to OC San's Buyer identified in the RFTOB by 4:00 p.m. (Pacific Time zone) no less than three (3) days prior to the TOB due date, and must contain all of the following to be considered:

- a. The name, address, and telephone number of the protestor;
- b. The title, TOB description, and number of the specification/ project number being protested;
- c. A detailed statement setting forth the grounds for protest, which shall include, in sufficient detail to establish the merits of the protest, all the factual and legal documentation in support of the protest; and
- d. The desired resolution to the protest.

If the submitted Solicitation Protest Statement does not comply with the requirements set forth herein, then it will not be considered for evaluation and will be returned to the protestor. The Solicitation Protest Statement shall not be amended after filing, and OC San will not consider any unsolicited information provided after filing. Any argument not raised in the Solicitation Protest Statement shall be deemed waived, including as a part of the award protest. Failure to file the Solicitation Protest Statement within the time period specified herein shall constitute a waiver of the right to protest the specifications or requirements of the RFTOB.

Solicitation Protest Statements are public documents. OC San will provide copies of the Solicitation Protest Statements upon written request.

2. Evaluation and Determination

No hearing will be held on the protest. OC San's Contracts, Purchasing and Materials Management Division Manager (Purchasing Manager), or designee, will review all material submitted, conduct an investigation of the facts, and may, but

need not, request other Contractors to submit statements or arguments regarding the protest. OC San's Purchasing Manager, or designee, may in his/her sole discretion, discuss the protest with the protestor.

OC San's Purchasing Manager, or designee, shall issue a final written decision regarding any solicitation protest to each Contractors prior to TOB submittal due date. The written decision will cite any actions that will or will not be taken in response to the Solicitation Protest Statement. The decision of the Purchasing Manager concerning the Solicitation Protest Statement shall be final, and there shall be no further administrative recourse.

B. Award Protest

1. Award Recommendation

Following opening and evaluation of the TOBs, OC San will issue an award Recommendation to each Contractors through any one of the following methods:

- a. Delivery via overnight carrier; or
- b. Posting the Award Recommendation on OC San's online bidding system as identified within the RFTOB.

On the date OC San issues an award recommendation, OC San shall make copies of all submitted TOBs available upon request. Requests shall be made to Purchasing@OCSAN.gov and shall contain the following in the subject line of the e-mail: "[Identify: Project/TOB name and Specification No.] – Request for Copies."

2. Contents and Requirements

Any Interested Party, who has reason to believe that a free and open competition has not taken place in the TOB submittal, evaluation of the TOBs, and award recommendation, is permitted to protest OC San's award recommendation by submitting an Award Protest Statement to OC San identified in the RFTOB, via electronic mail (e-mail) at Purchasing@OCSAN.gov no later than 4:00 p.m. (Pacific Time zone) on the third (3rd) day after OC San issues the Award Recommendation or some similar announcement. OC San will not accept an Award Protest Statement, or similar document, prior to the date OC San issues its award recommendation to the Contractors. Award Protest Statements, or similar document, received prior to the issuance of OC San's award recommendation will be considered premature and will be immediately returned to the party filing the Protest without consideration.

The Award Protest Statement must be submitted timely and contain all of the following to be considered:

- a. The name, address and telephone number of the protestor;
- b. The title and number of the specification being protested;
- c. The OC San action or recommendation that is being protested;
- d. The name(s) of all Affected Parties;

- e. A detailed statement setting forth the grounds, legal authority and facts in support of the protest, including all documents and evidence ;
- f. Each and every ground on which the protestor bases the protest by specific references to parts of the RFTOB, which shall be attached as exhibits;
- g. Each and every reason that all other Affected Parties who may be in line for the purchase or contract award should not be awarded the purchase or contract;
- h. A clear statement of the relief requested and the statutory or case law basis for such relief; and
- i. Signed and sworn by a principal of the protestor.

If the submitted Award Protest Statement does not comply with the requirements set forth herein, then it will not be considered for evaluation, and will be returned to the protestor. The Award Protest Statement shall not be amended after filing, and OC San will not consider any unsolicited information provided after filing. Any argument not raised in the Award Protest Statement shall be deemed waived.

Award Protest Statements are public documents. OC San will notify the Affected Parties when a protest has been submitted, and will provide copies of the Protest Statements to the Interested Parties as soon as is reasonably practical.

3. Evaluation and Determination

The Affected Parties may file responsive statements in support of or in opposition to the protest no later than 4:00 p.m. on the third business day after the receipt of the Award Protest Statement from OC San. The Purchasing Manager, or designee, shall review the facts and all submittals relative to the Award Protest Statement and shall issue a written decision setting forth the basis for such decision. The written decision will be issued to the protestor and to all Affected Parties.

Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except in the sole discretion of the Purchasing Manager, or designee.

In the event a hearing is conducted, the Purchasing Manager, or designee, shall issue written notice to the protestor and Affected Parties identifying the date and time for the hearing, along with rules concerning the hearing.

4. Appeal Process

In the event of an adverse decision by the Purchasing Manager, or designee, the protestor may submit a written appeal to the Director of Administrative Services and the Director of the Department requesting the Procurement, and immediately send copies to all Affected Parties. The appeal must be submitted via email to Purchasing@OCSAN.gov no later than 4:00 p.m. (Pacific Time zone) within three (3) days after the date the Purchasing Manager, or designee, rendered a decision. The protestor shall only submit: (1) information and documentation previously submitted to the Purchasing Manager, or designee; (2) a copy of the final decision of the Purchasing Manager, or designee; and (3) a brief statement setting forth all

factual and legal bases for the appeal. The Director of Administrative Services, together with the Director of the Department requesting the Procurement shall evaluate each Award Protest Statement and determine whether to uphold or reject the Purchasing Manager's determination. For Task Orders to be awarded by the General Manager, the decision of the Director of Administrative Services and the Director of the Department requesting the Procurement shall be final.

C. Delay in Award

Execution of any proposed contract shall be delayed pending the resolution of the protest unless one or more of the following conditions is present:

1. The items or services being procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to OC San.

D. No Limitation on Remedies

Nothing contained herein shall be construed to act as a limitation on OC San's choice of remedies or confer any right upon any Interested Party or Affected Party to a remedy.

E. Basis for Choice of Remedy

In determining the appropriate remedy, OC San shall consider all the circumstances surrounding the RFTOB and/or award, including, but not limited to:

1. Seriousness of any deficiency found to exist in the contracting process;
2. The effect of the action on the competitive process;
3. Any urgency surrounding the contract requirement; and
4. The effect that implementing the remedy will have on OC San.

F. Remedies

If OC San determines that the award or proposed award was not made in accordance with applicable statutes, regulations, policies and/or procedure, OC San, in its sole discretion, may grant any of the following remedies or any other remedy it deems appropriate:

1. Prior to award, OC San may issue a new solicitation, make a new selection/award recommendation, or award a contract consistent with applicable statutes, regulations, policies and procedures.
2. In its sole discretion, take no further action; or
3. Take any other action that is permitted by law to promote compliance.

G. Legal Action

Any legal action to set aside the final determination of OC San must be filed no later than the 90th day following the date of the final determination consistent with Code of Civil Procedure section 1094.6. In the event a protestor files a legal action related to the protest, if OC San prevails, OC San reserves the right to seek reimbursement of its costs, including attorneys' fees, to the fullest extent permitted by law.

- 43. Notices** All notices under this Contract must be in writing. Written notice shall be delivered by personal service or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address or which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. All notices shall be effective when first received at the following addresses:

OC San: B. Cori Voss
Senior Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708-7018

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

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

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

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

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Ruth Zintzun
Purchasing and Contracts Manager

[CONTRACTOR]

Dated: _____

By: _____

Print Name and Title of Officer

IRS Employer's I.D. Number

JK:CMM

Exhibit A
SCOPE OF SERVICES
For
Maintenance & Repair Services

EXHIBIT A
SCOPE OF SERVICES
Maintenance and Repair Services
SPECIFICATION NO. S-2021-1234BD

The Contractor shall be prepared and required to provide ethical, professional, and quality work in the best interests of the public and OC San (personnel and property) in conformance with current regulatory standards. The Contractor will be expected to perform work as described below. All work shall be performed in accordance with OC San design guidelines, standard specifications, engineering (project) drawings and specifications.

- A. **Mechanical Systems:** Installation, demolition, replacement, testing, and repair work associated with mechanical systems. This work generally includes replacing, repairing, removing, testing, and installing, among other work items, mechanical equipment, and associated systems. This work generally includes, but is not limited to, work associated with pumping systems, air handling systems, fans, HVAC units, clarifier components, digester components, blowers, engines, valves, boilers, pulley systems, shop-cranes, scissor-lifts, line-stops, lab equipment, and other mechanical-type systems. Work includes replacing, repairing, or modifying associated piping and appurtenant equipment required to install functioning systems.
- B. **Piping Systems:** Installation, demolition, replacement, testing, and repair of buried and above-ground piping systems. This work generally includes replacing, repairing, removing, testing, and installing, underground and above ground piping systems of all types. This work generally includes, but is not limited to, installing piping, trenching and backfilling of buried pipe systems, valves, corrosion, coating, lining, bypass piping, bypass pumping, sewage drainage, paving, related appurtenances and other items of work needed to construct, repair, or replace a fully functioning piping system. Typical OC San piping systems include, but are not limited to, sewer piping (lateral, trunk, force-main, etc.), water piping, storm-water piping, gas piping, air conveyance piping, chemical piping, etc.
- C. **Electrical Systems:** Installation, demolition, replacement, testing, and repair work associated with electrical systems. This work generally includes replacing, repairing, removing, testing, and installing, among other items, electrical equipment, conduit, wiring, electric motors, generators, transformers, switchgear, lighting, transducers, and associated systems. This work generally includes, but is not limited to, work associated with instrumentation systems, circuit systems, motors, fiber-optics, analyzer systems, control systems, programming, and other electrical-type systems. Work includes replacing, repairing or modifying associated electrical equipment and appurtenant equipment required to install functioning systems.
- D. **Instrumentation Systems:** Installation, demolition, replacement, and repair of OC San Instrumentation systems. This work includes replacing, repairing, removing, testing, and installing, among other items, system process design, control systems, implementation of redundancy practices, measurement acquisition, and associated systems. This work generally includes, but is not limited to, transducers, gauges, monitors, meters, probes, programming, and associated systems. Work includes replacing, repairing, testing, calibrating, or modifying associated instrumentation equipment and appurtenant equipment required to install functioning systems.

- E. **Structural Repairs and Replacements:** Installation, demolition, replacement, and repair of OC San structural systems. This work generally includes replacing, repairing, removing, and installing, among other work items, concrete, wood, steel systems, beam systems, roofing systems, supports and associated systems. This work consists of, but is not limited to, vertical and horizontal concrete flatwork, structural steel, timber and wood structures, brickwork, masonry, platforms, scaffolding, decks, and associated systems. Work also consists of structural analysis of said systems, general reinforcement, seismic reinforcement, and other items not listed.
- F. **Yard/Site Work Repairs and Replacements:** Installation, demolition, replacement, and repair of site-systems. This work generally includes replacing, repairing, removing, and installing, among other work items, site soil, pavement, and associated systems. This work generally includes, but is not limited to, asphaltic concrete, walkways, railings, base course, sub-base, pavement patching, concrete curb and gutter, irrigation systems, sidewalk, driveway, garden walls, sprinkler systems, retaining walls, drainage systems, parking areas, street lighting and other typical yard or site items and systems.
- G. **Architectural and Building Systems:** Installation, demolition, replacement, and repair of architectural and building systems. This type of work generally includes, but is not limited to, walls, stair-ways, ladders, leisure areas, office areas, plumbing systems, bathroom repairs, ceiling tiles, railings, hand-rails, roofing systems and other typical office or building items and systems.
- H. **Contaminated Soil Remediation Services:** Work associated with the remediation of contaminated soil or groundwater. This work generally includes performing preliminary risk analysis, creation of a remediation plan, and the implementation of the plan.
- I. **Remediation Services: Work associated with the removal and disposal of** hazardous materials, that include but is not limited to lead-based paint and asbestos containing materials (such as floor tiles or roofing materials). This work includes compliance with all local, state, and federal regulations.
- J. **Chemical Systems:** Installation, demolition, replacement, and repair of chemical handling systems. This work generally includes addition/injection systems, removal systems, analyzer systems and storage systems. This work generally includes but is not limited to chemical analyzer systems, chemical control systems, chemical storage tanks, chemical delivery piping and equipment, system maintenance, redundancy analysis/implementation, chemical dosing, field testing and other items typically found or associated with chemical systems.
- K. **Landscaping:** Installation, demolition, and replacement of landscaping. This work generally includes, but is not limited to, replacing, repairing, removing, and installing hard and soft items associated with landscapes, such as, plants, irrigation, concrete, paving, grass, rocks, gravel, soil and other associated items.
- L. **Signs and Related Systems:** Installation, demolition, replacement, and repair of signage and related systems. This work generally includes, but is not limited to, signage associated with traffic regulation, confined-space entry, global harmonization, warning and precautionary systems, construction signage and other associated items.

- M. **Miscellaneous Services:** This work generally includes, but is not limited to sandblasting/pressure washing, surface preparation, protective coating system application, debris removal, trash removal, graffiti removal, potholing, shoring/trench protection systems, fiberglass, traffic control, traffic control plans, backhoe/excavator services, bypass piping/pumping and other services not listed. Miscellaneous services also include related work activities necessary to properly complete required tasks. These work activities generally include, but are not limited to, labor, equipment transportation, site-staging, supervision, management, material acquisition/transport, dewatering, and provision of tools.

File #: 2021-1803

Agenda Date: 9/1/2021

Agenda Item No: 10.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

PURCHASE OF BAR SCREEN DRIVE SHAFT ASSEMBLY FOR PLANT NO. 2

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Approve a Sole Source Purchase Order with Infilco Degremont Inc. for the purchase of one spare drive shaft assembly for Plant No. 2 Bar Screening Facility, Model 316SS, for a total amount not to exceed \$96,771 plus applicable sales tax & freight charges; and
- B. Approve a contingency of \$4,839 (5%).

BACKGROUND

The Orange County Sanitation District (OC San) Headworks at Plant No. 2 uses six bar screen assemblies to provide screening removal of solids and other non-biodegradables from influent wastewater. The bar screens are designed for protection of downstream equipment and efficient treatment. As unfiltered wastewater passes through a bar screen, debris collects on the steel bars. A mechanical rake removes large objects such as rags, trash, wood, and other debris from the bars and allows the influent wastewater to enter the Headworks for further treatment.

RELEVANT STANDARDS

- 24/7/365 treatment plant reliability
- Maintain a proactive asset management program
- Operate and maintain facilities to minimize impacts on surrounding communities, including odor, noise, and lighting

PROBLEM

Bar screens are critical assets to the wastewater treatment process. Due to the nature of the equipment, bar screen failures can be unpredictable. The lead time for purchasing a new main drive gear assembly exceeds 12 weeks as it is not an off-the-shelf item.

PROPOSED SOLUTION

Procure a spare drive shaft assembly from the Original Equipment Manufacturer (OEM), Infilco Degremont Inc., which is compatible with all six Plant No. 2 bar screens. In the event of catastrophic failure of a gearbox, adding a spare unit to OC San's inventory will reduce the risk of significant downtime and equipment unavailability for these critical assets.

TIMING CONCERNS

N/A

RAMIFICATIONS OF NOT TAKING ACTION

Failure to maintain adequate spare parts in inventory could result in extended equipment downtime affecting operational permits.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

Infilco Degremont Inc. is the OEM and is a subsidiary of Suez Treatment Solutions Inc. A 5% contingency is requested in the event of pricing changes due to tariffs, delays in placing the order beyond the quote availability, or other unforeseeable changes.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of OC San's Purchasing Ordinance. This recommendation will be funded under the Repairs and Maintenance line item for Plant No. 2 Operations and Maintenance Department (Budget Update - Fiscal Year 2021-2022, Page 45). The available funding is sufficient for this action.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
09/01/2021	\$96,771	\$4,839

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

N/A

OPERATIONS COMMITTEE

Agenda Report

File #: 2021-1764

Agenda Date: 9/1/2021

Agenda Item No: 11.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

PROCUREMENT OF 21 ELECTRIC CARTS

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Purchase Order to Southwest Toyota Lift for the purchase of 21 electric carts using OMNIA Partners Cooperative Contract No. EV2671 for a total amount not to exceed \$432,283, including tax and freight; and
- B. Approve a contingency of \$21,615 (5%).

BACKGROUND

The Orange County Sanitation District (OC San) maintains a fleet of about 200 electric carts. Electric carts are used within the treatment plants as the primary means of transportation for Operations & Maintenance staff and their tools. Electric carts are an efficient and environmentally friendly method of transportation for plant staff. The cost of purchasing an electric cart is significantly less than the cost of a light-duty truck. Carts are evaluated for replacement based on total maintenance/repair costs to date, condition, and age.

RELEVANT STANDARDS

- Participate in local, state, and national cooperative purchasing programs
- Ensure the public's money is wisely spent

PROBLEM

The electric carts identified for replacement require significant body panel and control systems repairs and, as they age, the reliability decreases and affects the ability of field staff to perform their work. Maintenance costs coupled with repair costs for these units are approaching replacement cost. Additionally, electric carts currently in use have unsealed lead-acid batteries and lack modern controls and safety systems.

PROPOSED SOLUTION

The staff recommends replacing 21 existing electric carts.

TIMING CONCERNS

A 5% contingency is being recommended should a pricing change occur between the date of approval and date of purchase due to tariffs and controlled market conditions.

RAMIFICATIONS OF NOT TAKING ACTION

The electric carts selected for replacement are becoming unreliable, deteriorating, and no longer economical to maintain. Cart downtime for repairs directly impacts the ability of staff to complete work.

PRIOR COMMITTEE/BOARD ACTIONS

NA

ADDITIONAL INFORMATION

OC San updated the electric cart specification in 2019 to address safety concerns related to cart rollover, battery, and charging technology improvements. Electric carts from Columbia meet or exceed OC San's electric cart specification and are available through a competitive bid contract.

OC San possesses the ability to purchase material, services, and equipment through cooperative agreements. These cooperative agreements tend to lower unit prices and streamline the purchasing process.

OC San is utilizing OMNIA Partners Cooperative Contract No. EV2671 with Columbia through Southwest Toyota Lift (local distributor), in accordance with OC San's Purchasing Ordinance.

OMNIA Partners Contract uses a competitive bid process comparable to OC San's process and vetted by Purchasing. The savings under this Cooperative Agreement is \$93,971 (19%) versus the listing prices.

These costs are inclusive of freight and sales tax.

Summary information on the quote for 21 electric carts is as follows:

Vehicle Description and Unit Quantities	Total Amount (Including Options, Freight, Tax, Tire Fees)
21 Columbia Electric Carts	\$432,282.40

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of OC San's Purchasing Ordinance. This item is budgeted. Adopted Budget: Line item: Section 8, Page 102, Fleet Services, Electric Carts O&M (21); Budget Update 2021-22.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
09/22/2021	NTE \$432,283	\$21,615 (5%)

ATTACHMENT

N/A

DS:bb:sr:gc

OPERATIONS COMMITTEE

Agenda Report

File #: 2021-1806

Agenda Date: 9/1/2021

Agenda Item No: 12.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

MANHOLE FRAME AND COVER SERVICES, SPECIFICATION NO. S-2021-1258BD

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Service Contract to Ayala Engineering, Inc. to provide Manhole Frame & Cover Replacement Services, Specification No. S-2021-1258BD, for a total amount not to exceed \$992,105 for the period beginning November 1, 2021 through October 31, 2022, with four, one-year renewal options; and
- B. Approve a contingency of \$148,816 (15%).

BACKGROUND

The Orange County Sanitation District (OC San) owns approximately 4,000 manholes throughout its service area. Occasionally, manholes need repair or replacement due to corrosion, wear from traffic, settling, age, or street repaving. Public safety requires the repair of worn manhole frames and covers in a timely fashion. In addition, when streets are repaved by cities or the county, OC San is required to reset the manhole frames and covers to align with the new street elevation.

RELEVANT STANDARDS

- Operate and maintain facilities to minimize impacts on surrounding communities, including odor, noise, and lighting
- Protect OC San assets
- Commitment to safety & reducing risk in all operations

PROBLEM

There has been an increased level of street maintenance and repaving in the service area. The current authorized contract amount for the manhole frames and covers replacement service was insufficient to sustain the necessary manhole frames and covers replacement work. The prior Service Contract funding was exhausted with five months remaining in the annual term.

PROPOSED SOLUTION

Staff rebid the unit price based Service Contract with a greater number of estimated units to reset the contract for the greater service need. Staff recommends awarding a new Service Contract to Ayala Engineering, Inc. for \$992,105, with an annual 15% contingency of \$148,816.

TIMING CONCERNS

The current contract will expire at the end of October. Public safety will be at risk without the ability to quickly replace or reset damaged or misaligned manhole frames and covers.

RAMIFICATIONS OF NOT TAKING ACTION

Without a contract in place, the manhole frames and covers continue to degrade and risk the safety of the public and the integrity of OC San's assets. Individual purchase orders are time-consuming and will reduce the speed at which repairs can take place.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

OC San issued a notice inviting bids on June 30, 2021 through PlanetBids. The bids were due on August 4, 2021. OC San received one responsive bid. The bid is valid for 180 calendar days from the opening date.

BID RESULTS:

The following is a list of the companies that submitted a bid.

Company Name	Bid	Determination
Ayala Engineering, Inc.	\$992,105	Responsive

AWARD RECOMMENDATION

Based on the bid results, staff recommends awarding a Service Contract to the lowest responsive and responsive bidder, Ayala Engineering, Inc. The term of this contract will begin November 1, 2021 through October 31, 2022, with four, one-year renewal options.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels OC San's Purchasing Ordinance. This budgeted item is in the FY 2021-22 budget. Line item: 3, Section 06, Page 76. Operating Expenses By Category:

Professional & Contractual Services.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
09/29/2021	\$992,105	\$148,816 (15%)

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Service Contract

DS:mb:sr:gc

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

THIS CONTRACT is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708 (hereinafter referred to as "OC San") and Ayala Engineering Inc. with a principal place of business at 8482 East Meadowridge Street, Anaheim, CA 92808 (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OC San desires to temporarily retain the services of Contractor for Manhole Frame and Cover Replacement Services "Services" as described in Exhibit "A"; and

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

WHEREAS, on September 29, 2021, the Board of Directors of OC San, by minute order, authorized execution of this Contract between OC San and Contractor; and

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

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

1. Introduction

1.1 This Contract and all exhibits hereto (called the "Contract") is made by OC San and the Contractor. The terms and conditions herein exclusively govern the purchase of Services as described in Exhibit "A".

1.2 Exhibits to this Contract are incorporated by reference and made a part of this Contract as though fully set forth at length herein.

Exhibit "A" Scope of Work
Exhibit "B" Bid
Exhibit "C" Determined Insurance Requirement Form
Exhibit "D" Contractor Safety Standards
Exhibit "E" Human Resources Policies
Exhibit "F" General Conditions

1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions in the document highest in precedence shall be controlling. The order of precedence of the Contract is set forth below:

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

- g. Exhibit "A" Scope of Work
- h. Exhibit "B" Bid Price Form

- 1.4 The provisions of this Contract may be amended or waived only by a writing executed by authorized representatives of both Parties hereto.
- 1.5 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.
- 1.6 The term "days", when used in the Contract, shall mean calendar days, unless otherwise noted as business days.
- 1.7 OC San holidays (non-working days) are as follows: New Year's Day, Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 The term "hours" shall mean 7:00 A.M. to 4:00 P.M., Monday through Friday when used in this Contract.
- 1.9 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the price provided under "Compensation" below.
- 1.10 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or action incurred or undertaken by Contractor as a result of work performed in anticipation of purchases of said services by OC San.
- 2. **Compensation** Compensation to be paid by OC San to Contractor for the Services provided under this Contract shall be a total amount not exceed Nine Hundred Ninety-Two Thousand One Hundred Five Dollars (\$992,105.00).
- 3. **California Department of Industrial Relations (DIR) Registration and Record of Wages**
 - 3.1 To the extent Contractor's employees and/or its subcontractors who will perform Work during the design and preconstruction phases of a construction contract or perform work under a maintenance contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, Contractor and its subcontractors shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the work is subject to compliance monitoring and enforcement by the DIR.
 - 3.2 The Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
 - 3.3 Pursuant to Labor Code Section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations.
 - 3.4 The Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).

4. Payments and Invoicing

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

4.2 Invoice shall be emailed by Contractor to OC San Accounts Payable at APStaff@OCSan.gov and "INVOICE" with the Purchase Order Number and S-2021-1258BD shall be referenced in the subject line.

5. Audit Rights Contractor agrees that, during the term of this Contract and for a period of three (3) years after its termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.

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

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

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

9. Renewals

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

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

10. Extensions The term of this Contract may be extended only by written instrument signed by both Parties. Also, refer to Exhibit F – General Conditions, Section entitled Extension Of Time For Delay.

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

12. Termination

12.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San of intent to terminate. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) to the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost or claim hereunder by Contractor other than for work performed to the date of termination.

- 12.2 OC San reserves the right to terminate this Contract immediately upon OC San's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or any other default of this Contract.
- 12.3 OC San may also immediately cancel for default of this Contract in whole or in part by written notice to Contractor:
- if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
 - if Contractor sells its business; or
 - if Contractor breaches any of the terms of this Contract; or
 - if total amount of compensation exceeds the amount authorized under this Contract.
- 12.4 All OC San property in the possession or control of Contractor shall be returned by Contractor to OC San upon demand, or at the termination of this Contract, whichever occurs first.
13. **Insurance** Contractor and all subcontractors shall purchase and maintain, throughout the life of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Determined Insurance Requirement Form (attached hereto and incorporated herein as Exhibit "C"). Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to maintain required insurance coverage shall result in termination of this Contract.
14. **Bonds** Not Used
15. **Indemnification and Hold Harmless Provision** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or be caused by Contractor's services under this Contract, or by its subcontractor(s) or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Contractor shall indemnify, protect, defend and hold harmless OC San, its elected and appointed officials, officers, agents and employees, from and against any and all claims, liabilities, damages or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person or damage to property or interference with the use of property, arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process, or any patented or unpatented invention, article or appliance, furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any

loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San.

16. **Contractor Safety Standards and Human Resources Policies** OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as Contractor Safety Standards while working at OC San locations. If during the course of the Contract it is discovered that Contractor Safety Standards do not comply with Federal, State, or local regulations, then the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor and all of its employees and subcontractors, shall adhere to all applicable Contractor Safety Standards attached hereto in Exhibit "D" and the Human Resources Policies in Exhibit "E".
17. **Warranties** (Refer to Exhibit F – General Conditions, Section entitled Warranty (Contractor's Guarantee).
18. **Force Majeure** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government or any other cause beyond its control, but said party shall use reasonable efforts to minimize the extent of the delay. Work affected by a Force Majeure condition may be rescheduled by mutual consent or may be eliminated from the Contract.
19. **Freight (F.O.B. Destination)** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
20. **Familiarity with Work** By executing this Contract, Contractor warrants that: 1) it has investigated the work to be performed and 2) it understands the facilities, difficulties and restrictions of the work under this Contract. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.
21. **Regulatory Requirements** Contractor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and California Water Codes Division 2.
22. **Environmental Compliance** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
23. **Licenses, Permits, Ordinances and Regulations** Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to engage in this work. Any and all fees required by Federal, State, County, City and/or municipal laws, codes and/or tariffs that pertain to the work performed under the terms of this Contract will be paid by Contractor.
24. **Applicable Laws and Regulations** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold harmless from any and all damages and liabilities assessed against OC San as a result of

Contractor's noncompliance therewith. Any permission required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically referenced.

25. Contractor's Employees Compensation

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

overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the project and agrees to require that each of its subcontractors do the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. Penalties for non-compliance with the requirements of Section 1776 may be deducted from project payments per the requirements of Section 1776.

26. **South Coast Air Quality Management District's (SCAQMD) Requirements** It is Contractor's responsibility that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting or demolition of asbestos containing components or structures, shall comply with the appropriate rules and regulations of the SCAQMD.
27. **Governing Law** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange, in the event any action is brought in connection with this Contract or the performance thereof.
28. **Breach** The waiver of either party of any breach or violation of, or default under, any provision of this Contract, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.
29. **Remedies** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods or Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods or Services, OC San may (1) cancel the Contract; (2) recover whatever amount of the purchase price OC San has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Contractor. In the event OC San elects to "cover" as described in (3), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods or Services and the Contract price, together with any incidental or consequential damages.
30. **Dispute Resolution**
- 30.1 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.
- 30.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to California Code of Civil Procedure, Part 3, Title 9, Sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with

the arbitration proceeding pursuant to California Code of Civil Procedure Section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

31. **Attorney's Fees** If any action at law or inequity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.
32. **Survival** The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.
33. **Severability** If any section, subsection, or provision of this Contract, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
34. **Damage to OC San's Property** Any of OC San's property damaged by Contractor, any subcontractors or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San.
35. **Disclosure** Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OC San.
36. **Independent Contractor** The legal relationship between the parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.
37. **Limitations upon Subcontracting and Assignment** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
38. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
39. **Non-Liability of OC San Officers and Employees** No officer or employee of OC San shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OC San or for any amount which may become due to Contractor or to its successor, or for breach of any obligation for the terms of this Contract.
40. **Read and Understood** By signing this Contract, Contractor represents that he has read and understood the terms and conditions of the Contract.

41. **Authority to Execute** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
42. **Entire Contract** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.
43. **Notices** All notices under this Contract must be in writing. Written notice shall be delivered by personal service or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. All notices shall be effective when first received at the following addresses:

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

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

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

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____

John B. Withers
Chair, Board of Directors

Dated: _____

By: _____

Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____

Ruth Zintzun
Purchasing & Contracts Manager

AYALA ENGINEERING, INC.

Dated: _____

By: _____

Print Name and Title of Officer

JL

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

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

1) Background

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

2) Description of the Work

The SOW is inclusive of the following items:

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

additional details.

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

3) Work Elements

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

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

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

4) Street Resurfacing

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

5) Odor Abatement

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

6) Contractor Requirements

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

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

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

7) OC San Provided Frames and Covers

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

8) Permits and Access

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

9) Traffic Control

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

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

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

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

10) General Work Hours

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



OPERATIONS COMMITTEE

Agenda Report

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

File #: 2021-1626

Agenda Date: 9/1/2021

Agenda Item No: 13.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

AGREEMENT FOR PURCHASE OF ANIONIC POLYMER, SPECIFICATION NO. C-2021-1252BD

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Chemical Supplier Agreement to Polydyne, Inc. for the purchase of Liquid Anionic Polymer, Specification No. C-2021-1252BD, for the period of November 1, 2021 through October 31, 2022, for a unit price of \$4.50 per active pound delivered, plus applicable sales tax for a total estimated annual amount of \$685,125, with four, one-year renewal options; and
- B. Approve an annual unit price contingency of 10%.

BACKGROUND

Orange County Sanitation District (OC San) has used anionic polymer for over 30 years. Anionic polymer and ferric chloride are added to the primary influent at both plants to enhance the removal of organics and improve the settling of suspended solids during primary treatment. This is referred to as the chemically enhanced primary treatment (CEPT) process. It is estimated that 140,000 active pounds of anionic polymer will be required during this contract period.

RELEVANT STANDARDS

- Meet volume and water quality needs for the GWRS
- 24/7/365 treatment plant reliability

PROBLEM

Solids and organics not captured and removed in the primary treatment process are converted into biological solids in the secondary treatment process which are more difficult to digest and more costly to dewater.

PROPOSED SOLUTION

Continue with the addition of anionic polymer which has been effective in improving solids removal efficiencies in the primary clarifiers resulting in reduced operating costs and increased biogas production.

TIMING CONCERNS

The current contract expires October 31, 2021, with zero remaining renewals.

RAMIFICATIONS OF NOT TAKING ACTION

If anionic polymer is not used in the primaries, it will result in increased solids and organics loading to the secondary treatment plants resulting in increased energy usage and operating costs. In addition, less solids captured from the primary treatment process reduces digester gas production.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

OC San selected a 2-step procurement as the method of choice for this commodity. The first step was issuing a Request for Qualifications on May 11, 2021 via PlanetBids. A non-mandatory pre-qualification meeting was conducted virtually on May 26, 2021. Responses were due on June 11, 2021. OC San received one responsive Statement of Qualification along with necessary lab samples. The samples submitted by Polydyne passed the bench scale testing (performed by OC San Lab) and the firm was found responsive on their submittal.

Summary information on the Anionic Polymer bid is as follows:

<u>Bidder</u>	<u>Polymer Type</u>	<u>Amount of Bid</u>
Polydyne, Inc.	WE-1145	\$4.50 per active pound

Staff recommends award of a Chemical Supplier Agreement to the lowest responsive and responsible bidder, Polydyne Inc., for the purchase of Anionic Polymer.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the OC San's Purchasing Ordinance. This item has been budgeted in the Operating Budget, Division 830, Supplies (Section 6, p.84) and Division 840, Supplies (section 6, page 88).

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Draft Chemical Supplier Agreement

MPV:PP:cf:gc

CHEMICAL SUPPLIER AGREEMENT
Purchase of Liquid Anionic Polymer
Specification No. C-2021-1252BD

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

WITNESSETH

WHEREAS, OC San desires to engage Supplier to provide Liquid Anionic Polymer as described in Exhibit "A"; and

WHEREAS, Supplier submitted its Proposal dated [_____] ; and

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

WHEREAS, OC San has chosen Supplier to provide Liquid Anionic Polymer in accordance with Ordinance No. OC San-52; and

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

1. Introduction

1.1 This Agreement and all exhibits hereto (called the "Agreement") is made by OC San and the Supplier. The terms and conditions herein exclusively govern the purchase of Liquid Anionic Polymer as described in Exhibit "A".

1.2 Exhibits to this Agreement are incorporated by reference and made a part of this Agreement as though fully set forth at length herein.

Exhibit "A" Scope of Work, inclusive of Appendices
Exhibit "B" Bid
Exhibit "C" Determined Insurance Requirements Form
Exhibit "D" Contractor Safety Standards
Exhibit "E" Human Resources Policies

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

1.4 This Agreement may not be modified, changed, or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by both Parties.

1.5 The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.

1.6 The term "days", when used in the Agreement, shall mean calendar days, unless otherwise noted as workdays.

- 1.7 The term “workday”. Workdays are defined as all days that are not Saturday, Sunday, or OC San observed holidays. Meetings with OC San staff shall be scheduled from Monday through Thursday between the hours of 8 a.m. and 4 p.m. (exception is Operations staff who maintain plant operations 24 hours per day 7 days per week and work a rotated 12-hour shift) and shall conform to OC San work schedules.
- 1.8 OC San holidays (non-working days) are as follows: New Year’s Day, Lincoln’s Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.9 Work Hours: The work required under this Agreement may include normal business hours, evenings, and weekends.
- 1.10 Supplier shall provide OC San with all required premiums and/or overtime work at no charge beyond the total amount of the Agreement.
- 1.11 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or action incurred or undertaken by Supplier as a result of work performed in anticipation of purchases of said services by OC San.

2. Delivery

- 2.1 LOCATIONS: Deliveries shall be made in accordance with the Scope of Work, Exhibit “A”.
- 2.2 OC San will pay only for the actual quantity of Anionic Polymer delivered, based upon certified tare weight and net weight. The quantity invoiced by Supplier and payable by OC San will be for the total net weight of Anionic Polymer delivered (loaded gross weight minus the tare weight). Tare weight shall be determined immediately after each delivery and prior to cleaning, emptying, or clearing the delivery tank.
- 2.3 A bill of lading shall accompany all shipments in accordance with Exhibit “A”.

3. **Possession** Ownership and control of all Anionic Polymer delivered pursuant to this Agreement shall remain solely and exclusively with Supplier, until complete transfer of possession by delivery to OC San at the designated locations is made by Supplier.

4. Quantity

- 4.1 OC San makes no guarantee to actual use or quantity of Anionic Polymer purchased. Use may be sporadic based on the wastewater treatment requirements unique to each treatment plant.
- 4.2 OC San will, through the term of this Agreement, purchase Anionic Polymer from Supplier exclusively, except when OC San determines Supplier cannot make delivery within the time specified, with the quality and quantity specified, at the Agreement price, the level of Service is inadequate, OC San unapproved increase in active liquid pound rate or for any other default or breach of this Agreement. In such event, OC San may purchase Anionic Polymer elsewhere and charge Supplier any difference in the delivered price to OC San from that provided in this Agreement, or alternatively, OC San may terminate the Agreement based on said breach or failure to deliver the specified product. Quality control tests will be performed by OC San on the delivered Anionic Polymer to ensure it is consistent with the requirements specified in Exhibit “A”.

5. Pricing and Invoicing

- 5.1 Supplier will invoice for Anionic Polymer delivered in accordance with Exhibit "A", and in accordance with the unit price(s) listed in Exhibit "B". Prices shall include all cartage and taxes except California State Sales Tax. The sales tax will be paid by OC San.
- 5.2 OC San shall pay, net thirty (30) days, upon receipt and approval by OC San of itemized invoices, submitted in a form acceptable to OC San to enable audit of the charges thereon. Supplier shall email invoices to OC San Accounts Payable at APStaff@ocsan.gov and "INVOICE" with the Purchase Order Number and Anionic Polymer shall be referenced in the subject line. All invoices shall include a description of the delivery location, the delivery date, and the unit price(s).

6. Modifications

- 6.1 This Agreement may be modified or changed only by written instrument in the form of an amendment to this Agreement signed by both Parties.
- 6.2 Pricing modifications: The prices established in this Agreement shall remain firm for the one-year Agreement term. Quarterly pricing will not be accepted. Any adjustments made will allow for increases or decreases in the manufactured cost of the Anionic Polymer and will be based upon OC San validated information furnished by Supplier and OC San sources. Adjustments will only be reviewed on an annual basis. OC San reserves the right to agree with or reject the proposed unit price increase or decrease.

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

8. Renewals

- 8.1 OC San may exercise the option to renew the Agreement for up to four (4) one-year periods based upon the criteria set forth in Exhibit "A", if mutually acceptable terms can be negotiated. OC San shall make no obligation to renew nor give reason if it elects not to renew.

- 8.1.1 Renewals may be made through the OC San Purchase Order Process.

- 8.2 The prices established in the original Agreement may be adjusted. The adjustment will allow for any increase or decrease in the manufactured cost of the Anionic Polymer and will be based upon OC San validated information furnished by Supplier and OC San sources. Adjustments will only be reviewed on an annual basis. OC San reserves the right to agree with or reject the proposed unit price increase or decrease.

- 8.2.1 Price adjustments shall be made through the Amendment process.

9. Termination

- 9.1 OC San reserves the right to terminate this Agreement for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Supplier shall immediately discontinue all work under this Agreement (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Supplier for work performed (cost and fee) to the date of termination. Supplier expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Agreement. Such notice of termination shall terminate this Agreement and release OC San from any further fee, cost or claim hereunder by Supplier other than for work performed to the date of termination.

- 9.2 OC San reserves the right to terminate this Agreement immediately upon OC San's determination that Supplier is not meeting specification requirements for delivery of quantities needed, the level of service is inadequate, for poor quality of product, for OC San unapproved increase in unit price(s), or any other default or breach of this Agreement.
- 9.3 OC San may also immediately terminate for default of this Agreement in whole or in part by written notice to Supplier:
- if Supplier becomes insolvent or files a petition under the Bankruptcy Act; or
 - if Supplier sells its business; or
 - if Supplier breaches any of the terms of this Agreement; or
 - if total amount of compensation exceeds the amount authorized under this Agreement.
- 9.4 All OC San property in the possession or control of Supplier shall be returned by Supplier to OC San upon demand, or at the termination of this Agreement, whichever occurs first.
10. **Indemnification and Hold Harmless** Supplier 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 Supplier's services under this Agreement, or by its subcontractor or by anyone directly or indirectly employed by Supplier, and whether such damage or injury shall accrue or be discovered before or after the termination of the Agreement. Except as to the sole active negligence of or willful misconduct of OC San, Supplier shall indemnify, protect, defend and hold harmless OC San, its elected and appointed officials, officers, agents and employees, from and against any and all claims, liabilities, damages or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person or damage to property or interference with the use of property, arising out of or in connection with Supplier's performance under this Agreement, and/or (b) on account of any goods and services provided under this Agreement. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Supplier or anyone employed by or working under Supplier. To the maximum extent permitted by law, Supplier'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. Supplier agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Agreement.
11. **Insurance** Supplier shall purchase and maintain, throughout the life of this Agreement and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Determined Insurance Requirements Form, Exhibit "C". Supplier shall not commence work under this Agreement until all required insurance is obtained in a form acceptable to OC San, nor shall Supplier 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 Agreement.
12. **Equipment Loss** OC San will be responsible for any loss or damage to Supplier-owned equipment, when OC San determines OC San is at fault, only to the extent of OC San's fault, and will reimburse Supplier for such loss or damage upon receipt of invoices, minus a deduction for any amount determined to be the fault of Supplier or its subcontractor or a third party.

13. **Conflict of Interest and Reporting** Supplier shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
14. **Supplier's Relationship to OC San** Supplier's relationship to OC San in the performance of this Agreement is that of an independent contractor. The personnel performing Services under this Agreement shall, at all times, be under Supplier's exclusive direction and control, and shall be employees of Supplier and not employees of OC San. Supplier shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all legal reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, worker's compensation and similar matters.
15. **Contractor Safety Standards and Human Resources (HR) Policies** OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as Contractor Safety Standards while working at OC San locations. If during the course of the Contract it is discovered that Contractor Safety Standards do not comply with Federal, State, or local regulations, then the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor and all of its employees and subcontractors shall adhere to all applicable Contractor Safety Standards attached hereto in Exhibit "D" and the Human Resources Policies in Exhibit "E".
16. **Drug-Free Workplace** All employees of Supplier who will perform work under this Agreement must adhere to the California Drug-Free Workplace Act, Government Code Sections 8350 through 8357.
17. **Assignments** Neither this Agreement nor any interest herein or any claim hereunder may be assigned by Supplier either voluntarily or by operation of law, nor may all or substantially all of this Agreement be further subcontracted by Supplier without the prior written consent of OC San.
18. **Attorney's Fees** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief to which it may be entitled.
19. **Permits, Ordinances and Regulations** Any and all fees required by Federal, State, County, City and/or municipal laws, codes and/or tariffs that pertain to work performed under the terms of this Agreement shall be paid by Supplier. Fees demanded for obtaining certificates, including associated inspection fees and expenses of regulatory inspectors shall be paid by Supplier.
20. **Training Certification** When required by regulation, certificates of training shall be maintained on-site for the duration of the activity that requires an employee of Supplier to be certified. Certificates shall be current. Lack of certificates when required will be cause for removal of offending personnel from the site, termination of the Agreement, or both.
21. **Compliance with Law** Supplier warrants that under the performance of this Agreement, it shall comply with all applicable Federal, State and local laws, and all lawful orders rules and regulations thereunder. In connection with the execution of this Agreement, Supplier shall not discriminate against employees or an applicant for employment because of race, religion, color, sex, or national origin. Supplier shall take affirmative action to ensure that applicants are employed, and employees are treated during their employment without

regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rate of pay, or other forms of compensation; and selection for training, including apprenticeship.

22. Disputes

22.1 This Agreement shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in Orange County, in the event any action is brought in connection with this Agreement or the performance thereof. Pending final resolution of a dispute hereunder, Supplier shall proceed diligently with the performance of this Agreement and in accordance with OC San's decision.

22.2 In the event of a dispute as to the construction or interpretation of this Agreement, 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.

22.3 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.

23. Right to Review Services, Facilities, and Records

23.1 OC San reserves the right to review any portion of the Services performed by Supplier under this Agreement, and Supplier agrees to cooperate to the fullest extent possible. Supplier shall furnish to OC San such reports, statistical data, and other information pertaining to Supplier's Services as shall be reasonably required by OC San to carry out its rights and responsibilities under its agreements with its bondholders or noteholders and in connection with the issuance of its official statements and other prospectuses with respect to the offering, sale, and issuance of its bond and other obligations.

23.2 The right of OC San to review or approve specifications, procedures, instructions, reports, test results, calculations, schedules, or other data that are developed by Supplier shall not relieve Supplier of any obligation set forth herein.

24. Incorporated Documents

24.1 The Scope of Work, including all Appendices, Proposal, Acknowledgement of Insurance Requirements, and OC San Safety Standards are hereby incorporated into and made a part of this Agreement, and unless modified or changed hereinabove, are controlling for all matters pertaining to the supply of Liquid Anionic Polymer and the manner of performance thereof.

- 24.2 In the event of any conflict or inconsistency between the provisions of this Agreement and any of the provisions of the other incorporated documents, the provisions of this Agreement shall in all respects govern and control.
25. **Severability** Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.
26. **Waiver** The waiver of either party of any breach or violation of, or default under, any provision of this Agreement, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Agreement or default thereunder.
27. **Breach** Any breach by Supplier to which OC San does not object shall not operate as a waiver of OC San to seek remedies available to it for any subsequent breach.
28. **Public Contracts Law** OC San is subject to the provisions listed in the prevailing wage determination made by the Director of the Department of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. It is agreed that all provisions of law applicable to public contracts are part of this Agreement to the same extent as though set forth herein and will be complied with by Supplier. Supplier shall not pay less than the prevailing wage.
29. **South Coast Air Quality Management District's (SCAQMD) Requirements** It is Supplier'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 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.
30. **Performance** Time is of the essence in the performance of the provisions hereof.
31. **Familiarity with Work** By executing this Agreement, Supplier 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 Agreement. Should Supplier discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Supplier's risk, until written instructions are received from OC San.
32. **Damage to OC San's Property** Any OC San property damaged by Supplier, its subcontractor(s), or by the personnel of either will be subject to repair or replacement by Supplier at no cost to OC San.
33. **Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OC San and Supplier.
34. **Authority to Execute** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the Parties are formally bound.

35. **Read and Understood** By signing this Agreement, Supplier represents that it has read and understood the terms and conditions of the Agreement.
36. **Entire Agreement** This Agreement 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.
37. **Notices** All notices under this Agreement must be in writing. Written notice shall be 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. Any facsimile notice must be followed within three (3) days by written notice. All notices shall be effective when first received at the following addresses:

OC San:

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

Supplier:

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

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

Dated: _____

By: _____
Kelly Lore
Clerk of the Board

Dated: _____

By: _____
Ruth Zintzun
Contracts and Purchasing Manager

[SUPPLIER]

Dated: _____

By: _____

Print Name and Title of Officer

IRS Employer's I.D. Number

EXHIBIT A
SCOPE OF WORK
Purchase of Liquid Anionic Polymer (Step 2 of 2)
SPECIFICATION NO. C-2021-1252BD

1. PRODUCT REQUIREMENTS

- 1.1 **Anionic Polymer** The anionic polymer will be for coagulation in the primary clarifiers. Liquid anionic polymer to be a stabilized 2.0% solution, complete miscible with water or sewage, with the following chemical and physical properties:

- The % total solids 1.8 – 2.2%
- The % volatile solids 97.8 – 98.2%
- The % active polymer 1.8 – 2.2%

Viscosity, molecular weight, and charge density should be specified on the Certificate of Analysis which should accompany each shipment as specified in section 1.4 of this Exhibit A. Specifications should be consistent throughout the term of the contract and should match those of the polymer submitted for trial testing.

2. PRODUCT DELIVERY

- 2.1 The product supplied shall be of new manufacture and shall not be a reconstituted, reclaimed or spent product. Said product shall be clean and free from all dirt, wood and plastic particulate matter which could cause pumping failure. It shall contain no foreign substances, organic or inorganic, in injurious quantities. An injurious quantity shall be defined as the minimum capable of producing ill effects in the treatment plant process, in the receiving water, in sludge quality or causing Orange County Sanitation District (OC San) to exceed its NPDES requirements or does not conform to the quality criteria outlined below. Inorganic and organic impurities shall be determined by the procedures described in the latest edition of Standard Methods for the Examination of Water and Wastewater. OC San reserves the right to reject a load or cancel the contract if the stated requirements are not met.
- 2.2 A Delivery statement shall accompany all shipments and state the delivered weight and delivered gallons and active pounds, actual specific gravity and/or density of the product being shipped, and the actual percent of the delivered solution. Payment shall be based on the actual active pounds of product delivered. At a minimum, the invoice shall include a description of the delivery location, the delivery date, the unit price, the volume of product delivered, and any other parameters used to determine the cost for the shipment. The Supplier shall submit a duplicate copy of all invoices labeled for Division 830.
- 2.3 Each solution anionic polymer delivery requires a representative 16-ounce sample from the delivered load. A Certificate of Analysis must accompany each shipment and shall contain 1) the original gel polymer lot number used for the production of the solution anionic polymer, the original gel polymer molecular weight, and viscosity; 2) the delivered solution anionic polymer percent total solids, the percent active polymer and the specific gravity of the solution anionic polymer delivered. A certified analysis is defined as a statement signed by the manufacturer or supplier's representative declaring the analysis information is true and accurate. On initiation of this contract, a copy of each analytical test procedure must be made available to OC San. The analytical procedures must be in accordance with Standard Methods and be

acceptable to OC San. The minimum % total solids will be the minimum specification used for billing and product quality determinations.

2.4 OC San reserves the right to request polymer on a schedule convenient to the needs of the treatment plants. Deliveries shall typically be made within three (3) days of request and only received Monday through Friday between the hours of 7:00 A.M. and 4:00 P.M. PT.

2.5 The Supplier shall notify the Control Center or Operations' Center Clerk (Control Center) at the respective treatment plant upon arrival. The Supplier shall not unload polymer into any storage tank until the Supplier has received the appropriate tank key. Delivery receipts signed by an OC San employee will be presented to the Control Center when unloading is completed. Bill of Lading must be labeled with the information listed below in order to be accepted.

- Approved name/number of product
- Specify "ANIONIC"
- FOR PHYS/CHEM TREATMENT IN ANIONIC TANK

If the above information is not on the Bill of Lading, off-loading will not take place without confirmation from OC San supervision and/or the Supplier that it is the product ordered.

2.5.2 OC San will not accept what might be considered typographical errors. The polymer company has many products with similar product numbers so documentation must be accurate.

2.5.3 The OC San operator will examine the sample for color, consistency, and odor. If an anionic polymer delivered has an amine (ammonia) odor, the load will be rejected. Do Not Off-load.

2.6 **Rejection of Shipment**

OC San reserves the rights to reject deliveries or terminate the contract if, 1) product quality has deteriorated; 2) product is different from that which was trialed; 3) full scale performance of the chemical is significantly different from that shown during trial testing.

2.7 OC San does not guarantee any minimum or maximum usage of anionic polymer, but it is estimated that the annual usage will be 80,000 and 50,000 active pounds for Plant 1 and Plant 2, respectively. The quantity mentioned is an estimate only, based on past and expected usage. Deliveries will be made to Plants 1 and 2 as called for. Tank location name and volume:

<u>Bulk</u>	<u>Location</u>	<u>Tank Volume</u>	<u>Typical Load</u>
Plant 1	Headworks	9200 gal	5000 gal
Plant 1	Headworks	9200 gal	5000 gal
Plant 1	Headworks	14805 gal	5000 gal
Plant 2	Headworks	11300 gal	5000 gal
Plant 2	Headworks	11300 gal	5000 gal

3. **PRODUCT QUALITY**

- 3.1 The Supplier shall provide polymer identical to the product supplied to OC San during the qualification portion of the bid. The neat polymer delivered by the Supplier must not contain solidified masses of polymer and must be 100% in solution when mixed by means of OC San's polymer solution batch mixing procedure.
- 3.2 Periodic quality control tests will be performed by OC San on the delivered anionic polymer to assure that minimum contract specifications are attained, and that the supplier-reported quality is accurate. All billings will be for no more than the actual polymer delivered. Polymer will be paid for on a corrected weight basis. All polymers delivered under the minimum product specifications shall be discounted proportionately.

On a quarterly basis, Supplier of the anionic polymer shall provide the viscosity of a representative solution anionic polymer made down as delivered.

4 **SAFETY**

- 4.1 **General** – A meeting with personnel from OC San's Risk Division will be required before the start of contract. OC San requires hard hats, safety glasses, and safety shoes be worn on the plant premises. Face shields may also be required to be worn when working around pressured chemical systems at connections, disconnections, adjustments, and observations. It is the responsibility of the Supplier to inform the delivery truck drivers of this obligation and train them in these requirements.
- 4.2 Safety showers and eye washes are located at the chemical handling locations. Drivers must review the shower and eyewash locations prior to off-loading chemicals. Drivers shall comply with OC San's safety policies while on the plant sites. The Supplier shall provide safety equipment. **Lack of safety equipment or failure to use safety equipment will be cause for rejection of the product.**
- 4.3 **Spill Response Plan** - The Supplier shall have and maintain an effective spill response plan to minimize environmental impacts. Said plan must be forwarded in writing to OC San approximately 30 calendar days after the award of the contract. Drivers shall be trained accordingly.

5 **DELIVERY PROCEDURES for Plant 1 and Plant 2**

Chemical delivery Standard Operating Procedures (SOPs) are referenced in Appendix A-1.

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1216

Agenda Date: 9/1/2021

Agenda Item No: 14.

FROM: James D. Herberg, General Manager
Originator: Kathy Millea, Director of Engineering

SUBJECT:

EROSION CONTROL AT SANTA ANA RIVER AND HAMILTON AVE., PROJECT NO. FE18-12

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Receive and file Bid Tabulation and Recommendation for Erosion Control at Santa Ana River and Hamilton Ave., Project No. FE18-12;
- B. Award a Construction Contract to Engineering & Environmental Construction, Inc. for Erosion Control at Santa Ana River and Hamilton Ave., Project No. FE18-12, for a total amount not to exceed \$162,281; and
- C. Approve a contingency of \$24,342 (15%).

BACKGROUND

The Orange County Sanitation District (OC San) has a valve vault installed near the Santa Ana River Trail just north of Hamilton Avenue, in the City of Huntington Beach. The vault is located in an area that slopes down to a pedestrian entrance gate to a condominium complex.

RELEVANT STANDARDS

- Comply with California Public Contract Code Section 20103.8, award construction contract to lowest responsive, responsible bidder
- Operate and maintain facilities to minimize impacts on surrounding communities, including odor, noise, and lighting

PROBLEM

The slope between the valve vault and the pedestrian entrance erodes during rainstorms and the runoff deposits mud and sediment on the adjacent condominium parking lot. Soil erosion will ultimately compromise the integrity of the vault.

PROPOSED SOLUTION

Award a construction contract for Erosion Control at Santa Ana River and Hamilton Avenue, Project No. FE18-12. This project will repair, recompact, and install riprap to provide long-term protection to the slope around the vault. This project also eliminates the need for recurring slope maintenance that is not completely effective at stopping soil erosion.

This project requires the excavation and compaction of soil around the valve vault. Because of the relatively small contract value, and the cost to repair a single undisclosed utility can be high, staff recommends awarding a construction contract contingency of 15% rather than the usual 10%.

TIMING CONCERNS

Before the start of each rainy season, OC San staff must install straw waddles and other control measures to help prevent soil erosion around the vault. Mud has been flowing into the condominium parking lot for several rainy seasons and should be dealt with as soon as possible.

RAMIFICATIONS OF NOT TAKING ACTION

Not stabilizing the slope next to the vault will lead to the vault being further exposed and possibly damaged and mud will continue to flow onto the parking lot each year.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

OC San advertised Project No. FE18-12 for bids on May 6, 2021. One on-line bid was received on July 1, 2020. A summary of the bid opening follows:

Engineer's Estimate	\$ 102,000
Bidder	<u>Amount of Bid</u>
Engineering & Environmental Construction, Inc.	\$162,281

The bid was evaluated in accordance with OC San's policies and procedures. A notice was sent to the bidder on July 29, 2021, informing them of the intent of OC San to recommend award of the Construction Contract to Engineering & Environmental Construction, Inc.

A post-bid survey was conducted with the nine firms on the Planholder's list. Six of the firms said they did not submit due to competing projects and priorities. One firm declined due to safety and financial paperwork requirements, and another prefers to bid on unit price contracts.

At this point, changes could be made to rebid the project with the hope of getting more bidders. That, however, would involve significantly more staff time and delay the work until after another wet season. The additional staff costs and interim erosion control measures would likely offset savings from a more competitive bid environment.

Staff recommends awarding a construction contract to the lowest responsive and responsible bidder, Engineering & Environmental Construction, Inc., for a total amount not to exceed \$162,281.

CEQA

The project is exempt from CEQA under the Class 1 categorical exemptions set forth in California Code of Regulations sections 15301. A Notice of Exemption will be filed with the OC Clerk-Recorder after OC San's Board of Directors approval of the construction contract.

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted (Budget Update, Fiscal Year 2021-2022, Appendix A, Page A-8, Small Construction Projects Program, Project No. M-FE) and the budget is sufficient for the recommended action.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Construction Contract
- Presentation

SS:dm:sa:gc

PART A
CONTRACT AGREEMENT

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CONTRACT AGREEMENT

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CONTRACT AGREEMENT
ORANGE COUNTY SANITATION DISTRICT

PROJECT NO. FE18-12

EROSION CONTROL AT SANTA ANA RIVER AND HAMILTON AVENUE

THIS AGREEMENT is made and entered into, to be effective, this September 1, 2021, by and between Engineering & Environmental Construction, Inc., hereinafter referred to as "CONTRACTOR" and the Orange County Sanitation District, hereinafter referred to as "OCSD".

WITNESSETH

That for and in consideration of the promises and agreements hereinafter made and exchanged, OCSD and CONTRACTOR agree as follows:

SECTION – 1 GENERAL CONDITIONS

CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the Work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR's investigation of all such matters and is in no way relying upon any opinions or representations of OCSD. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents are each incorporated into this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its Subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the Work covered by this Contract.

A. Contract Documents Order of Precedence

"Contract Documents" refers to those documents identified in the definition of "Contract Documents" in the General Conditions – Definitions.

1. In the event of a conflict between one Contract Document and any of the other Contract Documents, the provisions in the document highest in precedence shall be controlling. The order of precedence of the Contract Documents is as follows:
 - a. Supplemental Agreements – the last in time being the first in precedence
 - b. Addenda issued prior to the date for submittal of Bids – the last in time being the first in precedence
 - c. Contract Agreement
 - d. Permits and other regulatory requirements
 - e. Special Provisions
 - f. General Conditions (GC)
 - g. Notice Inviting Bids and Instruction to Bidders
 - h. Geotechnical Baseline Report (GBR), if attached as a Contract Document
 - i. Plans and Specifications – in these documents the order of precedence shall be:
 - i. Specifications (Divisions 01-17)
 - ii. Plans
 - iii. General Requirements (GR)
 - iv. Standard Drawings and Typical Details
 - j. CONTRACTOR's Bid
2. In the event of a conflict between terms within an individual Contract Document, the conflict shall be resolved by applying the following principles as appears applicable:
 - a. Figured dimensions on the Contract Documents shall govern. Dimensions not specified shall be as directed by the ENGINEER. Details not shown or specified shall be the same as similar parts that are shown or specified, or as directed. Full-size details shall take precedence over scale Drawings as to

shape and details of construction. Specifications shall govern as to material and workmanship.

- b. The Contract Documents calling for the higher quality material or workmanship shall prevail. Materials or Work described in words, which so applied, have a well known technical or trade meaning shall be deemed to refer to such recognized standards. In the event of any discrepancy between any Drawings and the figures thereon, the figures shall be taken as correct.
- c. Scale Drawings, full-size details, and Specifications are intended to be fully complementary and to agree. Should any discrepancy between Contract Documents come to the CONTRACTOR's attention, or should an error occur in the efforts of others, which affect the Work, the CONTRACTOR shall notify the ENGINEER, in writing, at once. In the event any doubts or questions arise with respect to the true meaning of the Contract Documents, reference shall be made to the ENGINEER whose written decision shall be final. If the CONTRACTOR proceeds with the Work affected without written instructions from the ENGINEER, the CONTRACTOR shall be fully responsible for any resultant damage or defect.
- d. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to OCSD's ENGINEER, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR's own risk and expense. The decision of the ENGINEER shall be final.

In all matters relating to the acceptability of material, machinery or plant equipment; classifications of material or Work; the proper execution, progress or sequence of the Work; and quantities interpretation of the Contract Documents, the decision of the ENGINEER shall be final and binding, and shall be a condition precedent to any payment under the Contract, unless otherwise ordered by the Board of Directors.

B. Definitions

Capitalized terms used in this Contract are defined in the General Conditions, Definitions. Additional terms may be defined in the Special Provisions.

SECTION – 2 MATERIALS AND LABOR

CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by OCSD, to construct and complete the Project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, OCSD may settle such claims by making demand upon the Surety to this Contract. In the event of the failure or refusal of the Surety to satisfy said claims, OCSD may settle them directly and deduct the amount of payments from the Contract Price and any amounts due to CONTRACTOR. In the event OCSD receives a stop payment notice from any laborer or material supplier alleging non-payment by CONTRACTOR, OCSD shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

SECTION – 3 PROJECT

The Project is described as:

PROJECT NO. FE18-12

EROSION CONTROL AT SANTA ANA RIVER AND HAMILTON AVENUE

SECTION – 4 PLANS AND SPECIFICATIONS

The Work to be done is shown in a set of Plans and Specifications entitled:

PROJECT NO. FE18-12

EROSION CONTROL AT SANTA ANA RIVER AND HAMILTON AVENUE

Said Plans and Specifications and any revision, amendments and addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference.

SECTION – 5 TIME OF COMMENCEMENT AND COMPLETION

CONTRACTOR agrees to commence the Project within 15 calendar days from the date set forth in the "Notice to Proceed" sent by OCSD, unless otherwise specified therein and shall diligently prosecute the Work to completion within one hundred twenty (120) calendar days from the date of the "Notice to Proceed" issued by OCSD, excluding delays caused or authorized by OCSD as set forth in Sections 7, 8, and 9 hereof, and applicable provisions in the General Conditions.

The time for completion includes seven (7) calendar days determined by OCSD likely to be inclement weather when CONTRACTOR will be unable to work.

SECTION – 6 TIME IS OF THE ESSENCE

Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR's Work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the Work covered by this Contract with that of all other contractors, subcontractors and of OCSD, in a manner that will facilitate the efficient completion of the entire Work and accomplish the required milestone(s), if any, by the applicable deadline(s) in accordance with Section 5 herein. OCSD shall have the right to assert complete control of the premises on which the Work is to be performed and shall have the right to decide the time or order in which the various portions of the Work shall be installed or the priority of the work of subcontractors,

and, in general, all matters representing the timely and orderly conduct of the Work of CONTRACTOR on the premises.

SECTION – 7 EXCUSABLE DELAYS

CONTRACTOR shall only be excused for any delay in the prosecution or completion of the Project as specifically provided in General Conditions, “Extension of Time for Delay”, and the General Requirements, “By CONTRACTOR or Others – Unknown Utilities during Contract Work”. Extensions of time and extra compensation arising from such excusable delays will be determined in accordance with the General Conditions, “Extension of Time for Delay” and “Contract Price Adjustments and Payments”, and extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with General Requirements, “By CONTRACTOR or Others – Unknown Utilities during Contract Work”. OCSD’s decision will be conclusive on all parties to this Contract.

SECTION – 8 EXTRA WORK

The Contract Price as set forth in Section 11, includes compensation for all Work performed by CONTRACTOR, unless CONTRACTOR obtains a Change Order signed by a designated representative of OCSD specifying the exact nature of the Extra Work and the amount of extra compensation to be paid all as more particularly set forth in Section 9 hereof and the General Conditions, “Request for Change (Changes at CONTRACTOR’s Request)”, “OWNER Initiated Changes”, and “Contract Price Adjustments and Payments”.

In the event a Change Order is issued by OCSD pursuant to the Contract Documents, OCSD shall extend the time fixed in Section 5 for completion of the Project by the number of days, if any, reasonably required for CONTRACTOR to perform the Extra Work, as determined by OCSD’s ENGINEER. The decision of the ENGINEER shall be final.

SECTION – 9 CHANGES IN PROJECT

OCSD may at any time, without notice to any Surety, by Change Order, make any changes in the Work within the general scope of the Contract Document, including but not limited to changes:

1. In the Specifications (including Drawings and designs);
2. In the time, method or manner of performance of the Work;
3. In OCSD-furnished facilities, equipment, materials, services or site; or
4. Directing acceleration in the performance of the Work.

No change of period of performance or Contract Price, or any other change in the Contract Documents, shall be binding until the Contract is modified by a fully executed Change Order.

All Change Orders shall be issued in accordance with the requirements set forth in the General Conditions, "Request for Change (Changes at CONTRACTOR's Request)" and "OWNER Initiated Changes".

SECTION – 10 LIQUIDATED DAMAGES FOR DELAY

Liquidated Damages shall be payable in the amounts and upon the occurrence of such events or failure to meet such requirements or deadlines as provided in the Special Provisions, "Liquidated Damages and Incentives."

SECTION – 11 CONTRACT PRICE AND METHOD OF PAYMENT

- A. OCSD agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in approved Change Orders, the sum of One Hundred Sixty-Two Thousand Two Hundred Eighty-One Dollars (\$162,281) as itemized on the Attached Exhibit "A".

Upon satisfaction of the conditions precedent to payment set forth in the General Requirements, Additional General Requirements and General Conditions (including but

not limited to Sections entitled “Mobilization Payment Requirements” and “Payment Itemized Breakdown of Contract Lump Sum Prices”), there shall be paid to the CONTRACTOR an initial Net Progress Payment for mobilization. OCSD shall issue at the commencement of the job a schedule which shows:

1. A minimum of one payment to be made to the CONTRACTOR for each successive four (4) week period as the Work progresses, and
2. The due dates for the CONTRACTOR to submit requests for payment to meet the payment schedule.

After the initial Net Progress Payment, and provided the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule, the CONTRACTOR shall be paid a Net Progress Payment on the corresponding monthly payment date set forth in the schedule.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the ENGINEER, stating that the Work for which payment is demanded has been performed in accordance with the terms of the Contract Documents, and that the amount stated in the certificate is due under the terms of the Contract.

Payment applications shall also be accompanied with all documentation, records, and releases as required by the Contract, Exhibit A, Schedule of Prices, and General Conditions, “Payment for Work – General”. The Total amount of Progress Payments shall not exceed the actual value of the Work completed as certified by OCSD’s ENGINEER. The processing of payments shall not be considered as an acceptance of any part of the Work.

- B. As used in this Section, the following defined terms shall have the following meanings:
1. **“Net Progress Payment”** means a sum equal to the Progress Payment less the Retention Amount and other qualified deductions (Liquidated Damages, stop payment notices, etc.).
 2. **“Progress Payment”** means a sum equal to:
 - a. the value of the actual Work completed since the commencement of the Work as determined by OCSD;
 - b. plus the value of material suitably stored at the worksite, treatment plant or approved storage yards subject to or under the control of OCSD since the commencement of the Work as determined by OCSD;
 - c. less all previous Net Progress Payments;
 - d. less all amounts of previously qualified deductions;
 - e. less all amounts previously retained as Retention Amounts.
 3. **“Retention Amount”** for each Progress Payment means the percentage of each Progress Payment to be retained by OCSD to assure satisfactory completion of the Contract. The amount to be retained from each Progress Payment shall be determined as provided in the General Conditions –“Retained Funds; Substitution of Securities.”

SECTION – 12 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION OF FUNDS

Pursuant to Public Contract Code Section 22300 et seq., the CONTRACTOR may, at its sole expense, substitute securities as provided in General Conditions – “Retained Funds; Substitution of Securities.”

SECTION – 13 COMPLETION

Final Completion and Final Acceptance shall occur at the time and in the manner specified in the General Conditions, "Final Acceptance and Final Completion", "Final Payment" and Exhibit A - Schedule of Prices.

Upon receipt of all documentation, records, and releases as required by the Contract from the CONTRACTOR, OCSD shall proceed with the Final Acceptance as specified in General Conditions.

SECTION – 14 CONTRACTOR'S EMPLOYEES COMPENSATION

A. 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.

B. 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 the same are on file in the Office of the ENGINEER of OCSD. The CONTRACTOR agrees that not less than said prevailing rates shall be paid to workers employed on this

public works 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 job site, which shall be made available to any interested party upon request.

C. Forfeiture for Violation:

CONTRACTOR shall, as a penalty to OCSD, forfeit Two Hundred Dollars (\$200.00) 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.

D. 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.

E. 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 him hereunder except as provided in paragraph (B) above. 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 calendar day and forty

(40) hours in any one 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.

F. Registration; Record of Wages; Inspection:

CONTRACTOR 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 by the California Department of Industrial Relations. CONTRACTOR shall maintain accurate payroll records and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.

CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations Section 16461(e).

SECTION – 15 SURETY BONDS

CONTRACTOR shall, before entering upon the performance of this Contract, furnish Bonds approved by OCSD's General Counsel – one in the amount of one hundred percent (100%) of the Contract amount, to guarantee the faithful performance of the Work, and the other in the amount of one hundred percent (100%) of the Contract amount to guarantee payment of all claims for labor and materials furnished. As changes to the Contract occur via approved Change Orders, the CONTRACTOR shall assure that the amounts of the Bonds are adjusted to maintain 100% of the Contract Price. This Contract shall not become effective until such Bonds are supplied to and approved by OCSD. Bonds must be issued by a Surety authorized by the State Insurance Commissioner to do business in California. The Performance Bond shall remain in full force and effect through the warranty period, as specified in Section 19 below. All Bonds required to be submitted relating to this Contract must comply with California Code of

Civil Procedure Section 995.630. Each Bond shall be executed in the name of the Surety insurer under penalty of perjury, or the fact of execution of each Bond shall be duly acknowledged before an officer authorized to take and certify acknowledgments, and either one of the following conditions shall be satisfied:

- A. A copy of the transcript or record of the unrevoked appointment, power of attorney, by-laws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer entitling or authorizing the person who executed the Bond to do so for and on behalf of the insurer, is on file in the Office of the County Clerk of the County of Orange; or
- B. A copy of a valid power of attorney is attached to the Bond.

SECTION – 16 INSURANCE

CONTRACTOR shall purchase and maintain, for the duration of the Contract, insurance against claims for injuries to persons, or damages to property which may arise from or in connection with the performance of the Work hereunder, and the results of that Work by CONTRACTOR, its agents, representatives, employees, or Subcontractors, in amounts equal to the requirements set forth below. CONTRACTOR shall not commence Work under this Contract until all insurance required under this Section is obtained in a form acceptable to OCSD, nor shall CONTRACTOR allow any Subcontractor to commence Work on a subcontract until all insurance required of the Subcontractor has been obtained. CONTRACTOR shall maintain all of the foregoing insurance coverages in force through the point at which the Work under this Contract is fully completed and accepted by OCSD pursuant to the provisions of the General Conditions, "Final Acceptance and Final Completion". Furthermore, CONTRACTOR shall maintain all of the foregoing insurance coverages in full force and effect throughout the warranty period, commencing on the date of Final Acceptance. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of OCSD by CONTRACTOR under Section 17 of this Contract. Notwithstanding nor diminishing the

obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, inclusive of all changes to the Contract Documents made in accordance with the provisions of the General Conditions, "Request for Change (Changes at CONTRACTOR's Request)" and/or "OWNER Initiated Changes", the following insurance in amounts not less than the amounts specified. OCSD reserves the right to amend the required limits of insurance commensurate with the CONTRACTOR's risk at any time during the course of the Project. No vehicles may enter OCSD premises/worksites without possessing the required insurance coverage.

CONTRACTOR's insurance shall also comply with all insurance requirements prescribed by agencies from whom permits shall be obtained for the Work and any other third parties from whom third party agreements are necessary to perform the Work (collectively, the "Third Parties"), The Special Provisions may list such requirements and sample forms and requirements from such Third Parties may be included in an attachment to the General Requirements. CONTRACTOR bears the responsibility to discover and comply with all requirements of Third Parties, including meeting specific insurance requirements, that are necessary for the complete performance of the Work. To the extent there is a conflict between the Third Parties' insurance requirements and those set forth by OCSD herein, the requirement(s) providing the more protective coverage for both OCSD and the Third Parties shall control and be purchased and maintained by CONTRACTOR.

If CONTRACTOR maintains higher limits than the minimums shown in this Section, OCSD requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

Where permitted by law, CONTRACTOR hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against OCSD, its or their officers, agents, or

employees, and any other contractor or subcontractor performing Work or rendering services on behalf of OCSD in connection with the planning, development and construction of the Project. In all its insurance coverages (except for Professional Liability/Errors and Omissions coverages, if applicable) related to the Work, CONTRACTOR shall include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against OCSD, its or their officers, agents, or employees, or any other contractor or subcontractor performing Work or rendering services at the Project. Where permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its Subcontractors of every tier. A waiver of subrogation shall be effective as to any individual or entity, even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

A. Limits of Insurance

1. General Liability: One Million Dollars (\$1,000,000) per occurrence and a general aggregate limit of Two Million Dollars (\$2,000,000) for bodily injury, personal injury and property damage. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or CG 25 04), then the aggregate limit may be equivalent to the per occurrence limit. Coverage shall include each of the following:
 - a. Premises-Operations.
 - b. Products and Completed Operations, with limits of at least One Million Dollars (\$1,000,000) per occurrence and a general aggregate limit of Two Million Dollars (\$2,000,000) which shall be in effect at all times during the warranty period set forth in the Warranty section herein, and as set forth in the General Conditions, "Warranty (CONTRACTOR's Guarantee)", plus any additional

extension or continuation of time to said warranty period that may be required or authorized by said provisions. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or CG 25 04), then the aggregate limit may be equivalent to the per occurrence limit.

- c. Broad Form Property Damage, expressly including damage arising out of explosion, collapse, or underground damage.
- d. Contractual Liability, expressly including the indemnity provisions assumed under this Contract.
- e. Separation of Insured Clause, providing that coverage applies separately to each insured, except with respect to the limits of liability.
- f. Independent CONTRACTOR's Liability.

To the extent first dollar coverage, including defense of any claim, is not available to OCSD or any other additional insured because of any SIR, deductible, or any other form of self insurance, CONTRACTOR is obligated to assume responsibility of insurer until the deductible, SIR or other condition of insurer assuming its defense and/or indemnity has been satisfied.

CONTRACTOR shall be responsible to pay any deductible or SIR.

- g. If a crane will be used, the General Liability insurance will be endorsed to add Riggers Liability coverage or its equivalent to cover the usage of the crane and exposures with regard to the crane operators, riggers and others involved in using the crane.
- h. If divers will be used, the General Liability insurance will be endorsed to cover marine liability or its equivalent to cover the usage of divers.

- 2. Automobile Liability: The CONTRACTOR shall maintain a policy of Automobile Liability Insurance on a comprehensive form covering all owned, non-owned, and

hired automobiles, trucks, and other vehicles providing the following minimum limits of liability coverage: Combined single limit of One Million Dollars (\$1,000,000).

3. **Umbrella Excess Liability:** The minimum limits of general liability and automobile liability insurance required, as set forth above, shall be provided for either in a single policy of primary insurance or a combination of policies of primary and umbrella excess coverage. Excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automobile liability.
4. **Drone Liability Insurance:** If a drone will be used, drone liability insurance must be maintained by CONTRACTOR in the amount of One Million Dollars (\$1,000,000) in a form acceptable to OCSD.
5. **Worker's Compensation/Employer's Liability:** CONTRACTOR shall provide such Worker's Compensation Insurance as required by the Labor Code of the State of California, including employer's liability with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If an exposure to Jones Act liability may exist, the insurance required herein shall include coverage with regard to Jones Act claims.

B. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by OCSD. At the option of OCSD, either: the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OCSD, its Directors, officers, agents, CONSULTANTS, and employees; or CONTRACTOR shall provide a financial guarantee satisfactory to OCSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. Other Insurance Provisions

1. Each such policy of General Liability Insurance and Automobile Liability Insurance shall be endorsed to contain, the following provisions:
 - a. OCSD, its Directors, officers, agents, CONSULTANTS, and employees, and all public agencies from whom permits will be obtained, and their Directors, officers, agents, and employees are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of CONTRACTOR at or from any of the sites of OCSD in connection with this Contract, or acts and omissions of the additional insured in connection with its general supervision or inspection of said operations related to this Contract.
 - b. Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by OCSD shall be excess only and not contributing with insurance provided under this policy.
2. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, and that coverage shall not be cancelled for non-payment of premium except after ten (10) days prior written notice by certified mail, return receipt requested. Should there be changes in coverage or an increase in deductible or SIR amounts, CONTRACTOR undertakes to procure a manuscript endorsement from its insurer giving 30 days prior notice of such an event to OCSD, or to have its insurance broker/agent send to OCSD a certified letter describing the changes in coverage and any increase in deductible or SIR amounts. The certified letter must be sent Attention: Risk Management and shall be received not less than twenty (20) days prior to the effective date of the change(s). The letter must be

signed by a Director or Officer of the broker/agent and must be on company letterhead, and may be sent via e-mail in pdf format.

3. Coverage shall not extend to any indemnity coverage for the active negligence of any additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code Section 2782(b).
4. If required by a public agency from whom permit(s) will be obtained, each policy of General Liability Insurance and Automobile Liability Insurance shall be endorsed to specify by name the public agency and its legislative members, officers, agents, CONSULTANTS, and employees, to be additional insureds.

D. Acceptability of Insurers

Insurers must have an "A-", or better, Policyholder's Rating, and a Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best Rating Guide. OCSD recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best Rating Guide process. Nevertheless, OCSD will accept State Compensation Insurance Fund for the required policy of worker's compensation insurance, subject to OCSD's option, at any time during the term of this Contract, to require a change in insurer upon twenty (20) days written notice. Further, OCSD will require CONTRACTOR to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to CONTRACTOR by OCSD or its agent.

E. Verification of Coverage

CONTRACTOR shall furnish OCSD with original certificates and mandatory endorsements affecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by OCSD before Work commences. OCSD reserves the right to require complete, certified

copies of all required insurance policies, including endorsements, affecting the coverage required by these Specifications at any time.

F. Subcontractors

CONTRACTOR shall be responsible to establish insurance requirements for any Subcontractors hired by CONTRACTOR. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the Subcontractor's operations and work. OCSD and any public agency issuing permits for the Project must be named as "Additional Insured" on any General Liability or Automobile Liability policy obtained by a Subcontractor. The CONTRACTOR must obtain copies and maintain current versions of all Subcontractors' policies, Certificate of Liability and mandatory endorsements effecting coverage. Upon request, CONTRACTOR must furnish OCSD with the above referenced required documents.

G. Required Forms and Endorsements

1. Required ACORD Form

- a. Certificate of Liability Form 25

2. Required Insurance Services Office, Inc. Endorsements (when alternative forms are shown, they are listed in order of preference)

In the event any of the following forms are cancelled by Insurance Services Office, Inc. (ISO), or are updated, the ISO replacement form or equivalent must be supplied.

- a. Commercial General Liability Form CG-0001 10 01
- b. Additional Insured Including Products-Completed Operations Form CG-2010 10 01 **and**
Form CG-2037 10 01
- c. Waiver of Transfer of Rights of Recovery Against Others to Us/
Waiver of Subrogation Form CG-2404 11 85; **or**
Form CG-2404 10 93

3. Required State Compensation Insurance Fund Endorsements
 - a. Waiver of Subrogation Endorsement No. 2570
 - b. Cancellation Notice Endorsement No. 2065
4. Additional Required Endorsements
 - a. Notice of Policy Termination Manuscript Endorsement

SECTION – 17 RISK AND INDEMNIFICATION

All Work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR shall save, indemnify, defend, and keep OCSD and others harmless as more specifically set forth in General Conditions, "General Indemnification".

SECTION – 18 TERMINATION

This Contract may be terminated in whole or in part in writing by OCSD in the event of substantial failure by the CONTRACTOR to fulfill its obligations under this Agreement, or it may be terminated by OCSD for its convenience provided that such termination is effectuated in a manner and upon such conditions set forth more particularly in General Conditions, "Termination for Default" and/or "Termination for Convenience", provided that no termination may be effected unless proper notice is provided to CONTRACTOR at the time and in the manner provided in said General Conditions. If termination for default or convenience is effected by OCSD, an equitable adjustment in the price provided for in this Contract shall be made at the time and in the manner provided in the General Conditions, "Termination for Default" and "Termination for Convenience".

SECTION – 19 WARRANTY

The CONTRACTOR agrees to perform all Work under this Contract in accordance with the Contract Documents, including OCSD's designs, Drawings and Specifications.

The CONTRACTOR guarantees for a period of at least one (1) year from the date of Final Acceptance of the Work, pursuant to the General Conditions, "Final Acceptance and Final Completion" that the completed Work is free from all defects due to faulty materials, equipment or workmanship and that it shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. OCSD shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, OCSD may do so and charge the CONTRACTOR the cost incurred. The CONTRACTOR's warranty shall continue as to any corrected deficiency until the later of (1) the remainder of the original one-year warranty period; or (2) one year after acceptance by OCSD of the corrected Work. The Performance Bond and the Payment Bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR's obligations under this clause are in addition to the CONTRACTOR's other express or implied assurances under this Contract, including but not limited to specific manufacturer or other extended warranties specified in the Plans and Specifications, or state law and in no way diminish any other rights that OCSD may have against the CONTRACTOR for faulty materials, equipment or Work.

SECTION – 20 ASSIGNMENT

No assignment by the CONTRACTOR of this Contract or any part hereof, or of funds to be received hereunder, will be recognized by OCSD unless such assignment has had prior written approval and consent of OCSD and the Surety.

SECTION – 21 RESOLUTION OF DISPUTES

OCSD and the CONTRACTOR shall comply with the provisions of California Public Contract Code Section 20104 et. seq., regarding resolution of construction claims for any Claims which

arise between the CONTRACTOR and OCSD, as well as all applicable dispute and Claims provisions as set forth in the General Conditions and as otherwise required by law.

SECTION – 22 SAFETY & HEALTH

CONTRACTOR shall comply with all applicable safety and health requirements mandated by federal, state, city and/or public agency codes, permits, ordinances, regulations, and laws, as well as these Contract Documents, including but not limited to the General Requirements, Section entitled “Safety” and Exhibit B Contractor Safety Standards.

SECTION – 23 NOTICES

Any notice required or permitted under this Contract shall be sent by certified mail, return receipt requested, at the address set forth below. Any party whose address changes shall notify the other party in writing.

TO OCSD: Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, California 92708-7018
Attn: Clerk of the Board

Copy to: Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, California 92708-7018
Attn: Construction Manager

Bradley R. Hogin, Esquire
Woodruff, Spradlin & Smart
555 Anton Boulevard
Suite 1200
Costa Mesa, California 92626

TO CONTRACTOR: Engineering & Environmental Construction, Inc.
7171 Warner Avenue, Suite B-404
Huntington Beach, CA 92647

Copy to: James Harding, C.F.O
Engineering & Environmental Construction, Inc.
7171 Warner Avenue, Suite B-404
Huntington Beach, CA 92647

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as the date first hereinabove written.

CONTRACTOR: Engineering & Environmental Construction, Inc.
7171 Warner Avenue, Suite B-404
Huntington Beach, CA 92647

By_____

Printed Name

Its_____

CONTRACTOR's State License No. 883727 (Expiration Date – 09/30/2022)

OCSD: Orange County Sanitation District

By_____

Brooke Jones
Chair, Operations Committee

By_____

Kelly A. Lore
Clerk of the Board

By_____

Ruth Zintzun
Purchasing & Contracts Manager

EXHIBIT A
SCHEDULE OF PRICES

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SCHEDULE OF PRICES

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EXHIBIT A

SCHEDULE OF PRICES

EXA-1 BASIS OF COMPENSATION

CONTRACTOR will be paid the Contract Price according to the Schedule of Prices, and all other applicable terms and conditions of the Contract Documents.

EXA-2 PROGRESS PAYMENTS

Progress payments will be made in accordance with all applicable terms and conditions of the Contract Documents, including, but not limited to:

1. Contract Agreement – Section 11 – “Contract Price and Method of Payment;”
2. General Conditions – “Payment – General”;
3. General Conditions – “Payment – Applications for Payment”;
4. General Conditions – “Payment – Mobilization Payment Requirements;”
5. General Conditions – “Payment – Itemized Breakdown of Contract Lump Sum Prices”;
6. General Conditions – “Contract Price Adjustments and Payments”;
7. General Conditions – “Suspension of Payments”;
8. General Conditions – “OCSD’s Right to Withhold Certain Amounts and Make Application Thereof”; and
9. General Conditions – “Final Payment.”

EXA-3 RETENTION AND ESCROW ACCOUNTS

A. Retention:

OCSD shall retain a percentage of each progress payment to assure satisfactory completion of the Work. The amount to be retained from each progress payment shall be determined as provided in General Conditions – “Retained Funds; Substitution of Securities”. In all contracts between CONTRACTOR and its Subcontractors and/or Suppliers, the retention may not exceed the percentage specified in the Contract Documents.

B. Substitution of Securities:

CONTRACTOR may, at its sole expense, substitute securities as provided in General Conditions – “Retained Funds; Substitution of Securities.” Payment of Escrow Agent:

In lieu of substitution of securities as provided above, the CONTRACTOR may request and OCSD shall make payment of retention earned directly to the escrow agent at the expense of the CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investment of the payments into securities consistent with Government Code §16430 and the CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this article for securities deposited by the CONTRACTOR. Upon satisfactory completion of the Contract, the CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by the escrow agent from OCSD, pursuant to the terms of this article. The CONTRACTOR shall pay to each Subcontractor, not later than twenty (20) calendar days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to ensure the performance of the Subcontractor. The escrow agreement used by the escrow agent pursuant to this article shall be substantially similar to the form set forth in §22300 of the California Public Contract Code.

C. Release of Retention:

Upon Final Acceptance of the Work, the CONTRACTOR shall submit an invoice for release of retention in accordance with the terms of the Contract.

D. Additional Deductibles:

In addition to the retentions described above, OCSD may deduct from each progress payment any or all of the following:

1. Liquidated Damages that have occurred as of the date of the application for progress payment;
2. Deductions from previous progress payments already paid, due to OCSD's discovery of deficiencies in the Work or non-compliance with the Specifications or any other requirement of the Contract;
3. Sums expended by OCSD in performing any of the CONTRACTOR'S obligations under the Contract that the CONTRACTOR has failed to perform, and;
4. Other sums that OCSD is entitled to recover from the CONTRACTOR under the terms of the Contract, including without limitation insurance deductibles and assessments.

The failure of OCSD to deduct any of the above-identified sums from a progress payment shall not constitute a waiver of OCSD's right to such sums or to deduct them from a later progress payment.

EXA-4 STOP PAYMENT NOTICE

In addition to other amounts properly withheld under this article or under other provisions of the Contract, OCSD shall retain from progress payments otherwise due the CONTRACTOR an amount equal to one hundred twenty-five percent (125%) of the amount claimed under any stop payment notice under Civil Code §9350 et. seq. or other lien filed against the CONTRACTOR for labor, materials, supplies, equipment, and any other thing of value claimed to have been furnished to and/or incorporated into the Work; or for any other alleged contribution thereto. In addition to the foregoing and in accordance with Civil Code §9358 OCSD may also satisfy its duty to withhold funds for stop payment notices by refusing to release funds held in escrow pursuant to public receipt of a release of stop payment notice executed by a stop payment notice claimant, a stop payment notice release bond, an order of a court of competent jurisdiction, or other evidence satisfactory to OCSD that the CONTRACTOR has resolved such claim by settlement.

EXA-5 PAYMENT TO SUBCONTRACTORS

Requirements

1. The CONTRACTOR shall pay all Subcontractors for and on account of Work performed by such Subcontractors, not later than seven (7) days after receipt of each progress payment as required by the California Business and Professions Code §7108.5. Such payments to Subcontractors shall be based on the measurements and estimates made pursuant to article progress payments provided herein.
2. Except as specifically provided by law, the CONTRACTOR shall pay all Subcontractors any and all retention due and owing for and on account of Work performed by such Subcontractors not later than seven (7) days after CONTRACTOR'S receipt of said retention proceeds from OCSD as required by the California Public Contract Code §7107.

EXA-6 PAYMENT OF TAXES

Unless otherwise specifically provided in this Contract, the Contract Price includes full compensation to the CONTRACTOR for all taxes. The CONTRACTOR shall pay all federal, state, and local taxes, and duties applicable to and assessable against any Work, including but not limited to retail sales and use, transportation, export, import, business, and special taxes. The CONTRACTOR shall ascertain and pay the taxes when due. The CONTRACTOR will maintain auditable records, subject to OCSD reviews, confirming that tax payments are current at all times.

EXA-7 FINAL PAYMENT

After Final Acceptance of the Work, as more particularly set forth in the General Conditions, "Final Acceptance and Final Completion", and after Resolution of the Board authorizing final payment and satisfaction of the requirements as more particularly set forth in General Conditions – "Final Payment", a final payment will be made as follows:

1. Prior to Final Acceptance, the CONTRACTOR shall prepare and submit an application for Final Payment to OCSD, including:
 - a. The proposed total amount due the CONTRACTOR, segregated by items on the payment schedule, amendments, Change Orders, and other bases for payment;
 - b. Deductions for prior progress payments;
 - c. Amounts retained;
 - d. A conditional waiver and release on final payment for each Subcontractor (per Civil Code Section 8136);
 - e. A conditional waiver and release on final payment on behalf of the CONTRACTOR (per Civil Code Section 8136);
 - f. List of Claims the CONTRACTOR intends to file at that time or a statement that no Claims will be filed,
 - g. List of pending unsettled claims, stating claimed amounts, and copies of any and all complaints and/or demands for arbitration received by the CONTRACTOR; and
 - h. For each and every claim that resulted in litigation or arbitration which the CONTRACTOR has settled, a conformed copy of the Request for Dismissal with prejudice or other satisfactory evidence the arbitration is resolved.
2. The application for Final Payment shall include complete and legally effective releases or waivers of liens and stop payment notices satisfactory to OCSD, arising out of or filed in connection with the Work. Prior progress payments shall be subject to correction in OCSD's review of the application for Final Payment. Claims filed with the application for Final Payment must be otherwise timely under the Contract and applicable law.
3. Within a reasonable time, OCSD will review the CONTRACTOR'S application for Final Payment. Any recommended changes or corrections will then be forwarded to the CONTRACTOR. Within ten (10) calendar days after receipt of recommended changes from OCSD, the CONTRACTOR will make the changes, or list Claims that will be filed as a result of the changes, and shall submit the revised application for Final Payment. Upon

acceptance by OCSD, the revised application for Final Payment will become the approved application for Final Payment.

4. If no Claims have been filed with the initial or any revised application for Final Payment, and no Claims remain unsettled within thirty-five (35) calendar days after Final Acceptance of the Work by OCSD, and agreements are reached on all issues regarding the application for Final Payment, OCSD, in exchange for an executed release, satisfactory in form and substance to OCSD, will pay the entire sum found due on the approved application for Final Payment, including the amount, if any, allowed on settled Claims.
5. The release from the CONTRACTOR shall be from any and all Claims arising under the Contract, except for Claims that with the concurrence of OCSD are specifically reserved, and shall release and waive all unreserved Claims against OCSD and its officers, directors, employees and authorized representatives. The release shall be accompanied by a certification by the CONTRACTOR that:
 - a. It has resolved all Subcontractors, Suppliers and other Claims that are related to the settled Claims included in the Final Payment;
 - b. It has no reason to believe that any party has a valid claim against the CONTRACTOR or OCSD which has not been communicated in writing by the CONTRACTOR to OCSD as of the date of the certificate;
 - c. All warranties are in full force and effect, and;
 - d. The releases and the warranties shall survive Final Payment.
6. If any claims remain open, OCSD may make Final Payment subject to resolution of those claims. OCSD may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the sum of the amounts of the open claims, and one hundred twenty-five percent (125%) of the amounts of open stop payment notices referred to in article entitled stop payment notices herein.
7. The CONTRACTOR shall provide an unconditional waiver and release on final payment from each Subcontractor and Supplier providing Work under the Contract (per Civil Code Section 8138) and an unconditional waiver and release on final payment on behalf of the CONTRACTOR (per Civil Code Section 8138) within thirty (30) days of receipt of Final Payment.

EXA-8 DISCOVERY OF DEFICIENCIES BEFORE AND AFTER FINAL PAYMENT

Notwithstanding OCSD's acceptance of the application for Final Payment and irrespective of whether it is before or after Final Payment has been made, OCSD shall not be precluded from subsequently showing that:

1. The true and correct amount payable for the Work is different from that previously accepted;

2. The previously-accepted Work did not in fact conform to the Contract requirements, or;
3. A previous payment or portion thereof for Work was improperly made.

OCSD also shall not be stopped from demanding and recovering damages from the CONTRACTOR, as appropriate, under any of the foregoing circumstances as permitted under the Contract or applicable law.

ATTACHMENT 1 – CERTIFICATION FOR REQUEST FOR PAYMENT

I hereby certify under penalty of perjury as follows:

That the claim for payment is in all respects true, correct; that the services mentioned herein were actually rendered and/or supplies delivered to OCSD in accordance with the Contract.

I understand that it is a violation of both the federal and California False Claims Acts to knowingly present or cause to be presented to OCSD a false claim for payment or approval.

A claim includes a demand or request for money. It is also a violation of the False Claims Acts to knowingly make use of a false record or statement to get a false claim paid. The term "knowingly" includes either actual knowledge of the information, deliberate ignorance of the truth or falsity of the information, or reckless disregard for the truth or falsity of the information. Proof of specific intent to defraud is not necessary under the False Claims Acts. I understand that the penalties under the Federal False Claims Act and State of California False Claims Act are non-exclusive, and are in addition to any other remedies which OCSD may have either under contract or law.

I hereby further certify, to the best of my knowledge and belief, that:

1. The amounts requested are only for performance in accordance with the Specifications, terms, and conditions of the Contract;
2. Payments to Subcontractors and Suppliers have been made from previous payments received under the Contract, and timely payments will be made from the proceeds of the payment covered by this certification;
3. This request for progress payments does not include any amounts which the prime CONTRACTOR intends to withhold or retain from a Subcontractor or Supplier in accordance with the terms and conditions of the subcontract; and
4. This certification is not to be construed as Final Acceptance of a Subcontractor's performance.

Name

Title

Date

ATTACHMENT 2 – SCHEDULE OF PRICES

See next pages for Bid Submittal Forms: Engineering & Environmental Construction, Inc.

BF-14 SCHEDULE OF PRICES, Pages 1 - 2

BF-14 SCHEDULE OF PRICES

INSTRUCTIONS

A. General

For Unit Prices, it is understood that the following quantities are approximate only and are solely for the purpose of estimating the comparison of Bids, and that the actual value of Work will be computed based upon the actual quantities in the completed Work, whether they be more or less than those shown. CONTRACTOR's compensation for the Work under the Contract Documents will be computed based upon the lump sum amount of the Contract at time of award, plus any additional or deleted costs approved by OCSD via approved Change Orders, pursuant to the Contract Documents.

Bidder shall separately price and accurately reflect costs associated with each line item, leaving no blanks. Any and all modifications to the Bid must be initialed by an authorized representative of the Bidder in accordance with the Instructions to Bidders, Preparation of Bid.

Bidders are reminded of Instruction to Bidders, Discrepancy in Bid Items, which, in summary, provides that the total price for each item shall be based on the Unit Price listed for each item multiplied by the quantity; and the correct Total Price for each item shall be totaled to determine the Total Amount of Bid.

All applicable costs including overhead and profit shall be reflected in the respective unit costs and the TOTAL AMOUNT OF BID. The Bid price shall include all costs to complete the Work, including profit, overhead, etc., unless otherwise specified in the Contract Documents. All applicable sales taxes, state and/or federal, and any other special taxes, patent rights or royalties shall be included in the prices quoted in this Bid.

B. Basis of Award

AWARD OF THE CONTRACT WILL BE MADE ON THE BASIS OF THE LOWEST RESPONSIVE AND RESPONSIBLE BID.

Note 1: Base Bid. Includes all costs necessary to furnish all labor, materials, equipment and services for the construction of the Project per the Contract Documents.

Bid Submitted By: Engineering & Environmental Construction
(Name of Firm)

EXHIBIT A
SCHEDULE OF PRICES

BASE BID ITEMS (Refer to Note 1 in the Instructions):

Item No.	Description	Unit of Measurement	Extended Price
1.	Mobilization: The amount for this Bid Item shall include all fees, labor, materials, and equipment required for all mobilization activities and shall be in conformance with the Contract Documents for the lump sum price of...	Lump Sum	\$ 10,000
2.	Slope Remediation: The amount for this Bid Item includes all labor, materials and equipment necessary for the completion of the Work for slope remediation and all other Work not covered in Bid Item No. 1, in conformance with the Contract Documents for the lump sum price of...	Lump Sum	\$ 152,281.00

TOTAL AMOUNT OF BID (BASIS OF AWARD) \$ 162,281.00

Erosion Control at Santa Ana River and Hamilton Avenue Project No. FE18-12

Presented by:
Kathy Millea
Director of
Engineering

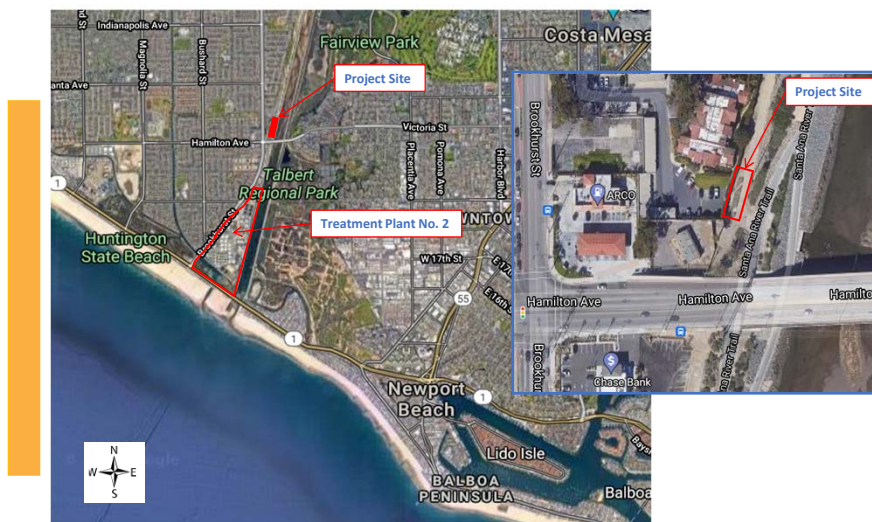
Operations
Committee
September 1, 2021

Construction Contract Award



1

Site Vicinity



2

2

Recommendation

- A. Receive and file Bid Tabulation and Recommendation for Erosion Control at Santa Ana River and Hamilton Ave., Project No. FE18-12;
- B. Award a Construction Contract to Engineering & Environmental Construction for Erosion Control at Santa Ana River and Hamilton Ave., Project No. FE18-12, for a total amount not to exceed \$162,281; and
- C. Approve a contingency of \$24,342 (15%).

3

3

Questions



4

4

File #: 2021-1430

Agenda Date: 9/1/2021

Agenda Item No: 15.

FROM: James D. Herberg, General Manager
Originator: Kathy Millea, Director of Engineering

SUBJECT:

REDHILL RELIEF SEWER RELOCATION AT STATE ROUTE 55, PROJECT NO. FE18-13

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

Approve the First Amendment to Utility Agreement No. OCSD-1005, between the Orange County Sanitation District and the Orange County Transportation Authority agreeing to a funding increase for the relocation and protection of the Redhill Relief Sewer at State Route 55 in the City of Santa Ana.

BACKGROUND

The Orange County Transportation Authority (OCTA) is implementing the State Route 55 (SR-55) Improvement Project to widen SR-55 between Interstate 5 and Interstate 405. The Orange County Sanitation District (OC San) owns a sewer running under SR-55 immediately south of Warner Avenue, in the City of Santa Ana.

Redhill Relief Sewer Relocation at State Route 55, Project No. FE18-13, will extend a required protective casing for the sewer and relocate a manhole out of the widened right of way. OCTA has agreed to compensate OC San for the cost of this work, as documented in a March 2020 Utility Agreement between the agencies.

RELEVANT STANDARDS

- Maintain collaborative and cooperative relationships with regulators, stakeholders, and neighboring communities
- Protect OC San assets

PROBLEM

The Utility Agreement's reimbursable upper limit was based on an initial conceptual design. Following site exploration and utility records research, the design had to be revised with deeper excavation, a longer length, and a curved sewer installation. As a result, the existing reimbursable limit is not adequate to complete the project.

PROPOSED SOLUTION

Approve an Amendment to the Utility Agreement increasing the Utility Agreement's reimbursable from \$1,435,000 to \$2,840,000. OCTA has accepted the new upper limit.

TIMING CONCERNS

The relocation and protection of the sewer must begin by May 2022, to avoid impacting OCTA's schedule for work that requires this work to be completed.

RAMIFICATIONS OF NOT TAKING ACTION

OCTA would not be authorized to reimburse OC San for the full cost of the project.

PRIOR COMMITTEE/BOARD ACTIONS

March 2020 - Approved Utility Agreement No. OCSD-1005 between the Orange County Sanitation District and the Orange County Transportation Authority agreeing to specific terms, conditions, and funding obligations regarding the relocation and protection of the Redhill Relief Sewer at State Route 55 in the City of Santa Ana.

ADDITIONAL INFORMATION

Staff plans to advertise the project for bids in November 2021 and estimates the construction to start in May 2022.

CEQA

The relocation and protection of the Redhill Relief Sewer is included in the Initial Study/Mitigated Negative Declaration/Environmental Assessment, prepared by Caltrans and OCTA, for the SR-55 Improvement Project.

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted (Budget Update, Fiscal Year 2021-2022, Appendix A, Page A-8, Small Construction Projects Program, Project No. M-FE) and the budget is sufficient for the recommended action. Costs for the project will be reimbursed by OCTA.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- First Amendment to Utility Agreement No. OCSD-1005
- Utility Agreement No. OCSD-1005
- Presentation

RD:dm:sa:gc

**ORANGE COUNTY TRANSPORTATION AUTHORITY
FIRST AMENDMENT TO UTILITY AGREEMENT NO. OCSD-1005**

Page 1 of 2
13-EX-24 (REV 1/2014)

<u>District</u> 12	<u>County</u> Orange	<u>Route</u> SR-55	<u>Post Mile</u> 6.4/10.2	<u>Project ID No.</u> 1200020328	<u>EA</u> 0J340
Federal Aid No.: _____ STPLN-6071 (129)_____					
Owner's File: _____ Plan #-OCSD-1005_____					
FEDERAL PARTICIPATION:			On the Project	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			On the Utilities	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FIRST AMENDMENT TO UTILITY AGREEMENT NO. OCSD-1005

WHEREAS, Orange County Transportation Authority, hereinafter called OCTA, whose address is 550 South Main Street, Orange, California 92863-1584, and Orange County Sanitation District, hereinafter called OWNER, have entered into that certain Utility Agreement No. OCSD-1005, dated April 7, 2020, which Agreement sets forth the terms and conditions pursuant to which OWNER has been performing final design and relocation work to accommodate SR-55 Improvement Project No. 1200020328/EA 0J340, and,

WHEREAS, in the performance of said work, increased costs of \$1,405,000.00 over and above those estimated at the time of the execution of said Agreement were incurred due to revisions made to the original, conceptual sewer design along with the additional associated design work and construction costs in connection therewith; and,

WHEREAS, it has been determined that, since costs have overrun the amount shown in said Agreement by 97.91%, and when the increased cost exceeds by 25% the estimated amount set forth in said Agreement, said Agreement shall be amended to show the increased cost of the work to OCTA; and,

WHEREAS, the estimated cost to OCTA of the work to be performed under said Agreement was \$1,435,000.00, and by reason of the increased costs referred to above, the amended estimated cost to OCTA is \$2,840,000.00.

NOW, THEREFORE, the PARTIES agree to amend the AGREEMENT as follows:

1. The estimated cost to OCTA of \$1,435,000.00 as set forth in the AGREEMENT is hereby amended to read \$2,840,000.00.
2. All other terms and conditions of the AGREEMENT remain unchanged.

IN WITNESS WHEREOF, the PARTIES hereto have executed this First Amendment to Utility Agreement No. OCSD-1005 this _____ day of _____, 2021.

OWNER:
ORANGE COUNTY SANITATION DISTRICT

**ORANGE COUNTY TRANSPORTATION
AUTHORITY,
a public entity**

APPROVED

APPROVED

By: _____
John B. Withers
Board Chairman

By: _____
James G. Beil, P.E.
Executive Director,
Capital Programs

Date: _____

Date: _____

APPROVED AS TO FORM:
Alston & Bird, LLP

APPROVED AS TO FORM:

By: _____

Pamela J. Privett
Special Counsel

By: _____
Rick E. Rayl
Special Counsel

ATTEST:

By: _____
Kelly A. Lore, MMC
Clerk of the Board

Date: _____

**ORANGE COUNTY TRANSPORTATION AUTHORITY
UTILITY AGREEMENT**

Page 1 of 5

RW 13-05 (REV 12/2016)

DISTRICT 12	COUNTY Orange	ROUTE SR-55	POST MILE <u>6.4/10.2</u>	Project ID <u>1200020328</u> E.A. <u>0J340</u>
FEDERAL AID NUMBER STPLN-6071 (129)		OWNER'S PLAN NUMBER OCSD-1005		
FEDERAL PARTICIPATION On the project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO On the Utilities <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				

UTILITY AGREEMENT NO. OCSD-1005

DATE 04/07/2020

Pursuant to Cooperative Agreement Number C-7-1936 (Cooperative Agreement), the Orange County Transportation Authority (OCTA) is partnering with the California Department of Transportation (Caltrans) in a project that proposes to widen State Route 55 (SR-55) between Interstate 405 and Interstate 5 (SR-55 Improvement Project). Per the Cooperative Agreement, OCTA is the lead agency for Right of Way Acquisition and Utility. The SR-55 Improvement Project proposes to reduce traffic congestion, improve mobility as well as traffic operations to an existing four mile stretch of SR-55.

Orange County Sanitation District (OCSD)
10844 Ellis Avenue
Fountain Valley, CA 92708

Hereinafter referred to as "OWNER", owns and maintains sewer facilities in the City of Santa Ana within the limits of OCTA's project which requires project development, design, inspection, project management, relocation of a manhole and sewer segments and the extension of casing to accommodate OCTA's project, and provision of necessary easement interests as set forth in Section V below.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. OCSD-1005 dated February 13, 2020, OWNER shall relocate sewer manhole and extend casing. All work shall be performed substantially in accordance with OWNER's Plan No. OCSD-1005 dated February 13, 2020 consisting of 1 sheet, a copy of which is on file in the OCTA office at 550 S. Main Street; Orange, CA 92863-1584.

Deviations from the OWNER's plan described above initiated by either the OCTA or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the OCTA and agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

UTILITY AGREEMENT NO. OCSD-1005

The existing facilities are lawfully maintained in their present location and qualify for relocation at OCTA expense under the provisions of Section (703) of the Streets and Highways Code.

III. PERFORMANCE OF WORK

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of personnel requiring lodging and meal 'per diem' expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines. Accounting Form FA-1301 is to be completed and submitted for all non-OCTA personnel travel per diem. Owner shall also include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed.

Work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements.

Work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT FOR WORK

The OCTA shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that OCTA will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to OCTA for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit detailed itemized progress bills for costs incurred, not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by OCTA of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to OCTA within 360 days after the completion of the work described in Section I above. If OCTA has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and OCTA has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), OCTA will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent

allowed by law, that all remaining costs will be deemed to have been abandoned. If OCTA processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the OCTA Board of Directors.

The final billing shall be in the form of a detailed itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, OCTA shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by OCTA. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the OCTA Board of Directors.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of OCTA.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by OCTA and or Federal auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent OCTA and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse OCTA upon receipt of OCTA billing. If OWNER is subject to repayment due to failure by OCTA to comply with applicable laws, regulations, and ordinances, then OCTA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of OCTA's request of August 22, 2018 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If OCTA's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, OCTA will notify OWNER in writing and OCTA reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of OCTA under the terms of this Agreement are subject to the acceptance of the Agreement by OCTA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to the OCTA within 30 days of the completion of the work described herein.

UTILITY AGREEMENT NO. OCSD-1005

Such Easement Deeds as deemed necessary by the OCTA will be delivered to OWNER, conveying new rights of way for portions of the facilities relocated under this Agreement, over available STATE owned property outside the limits of the highway right of way.

OCTA's liability for the new rights of way will be at the proration shown for the relocation work involved under this Agreement.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER understands and acknowledges that this project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance, and will demonstrate Buy America compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) mill test report (MTR).

All documents obtained to demonstrate Buy America compliance will be held by the OWNER for a period of three (3) years from the date of final payment to the OWNER and will be made available to OCTA or FHWA upon request.

One set of copies of all documents obtained to demonstrate Buy America compliance will be attached to, and submitted with, the final invoice.

This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

OCTA further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by Caltrans and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

AB 262 – Buy Clean California Act of 2017 requires as of January 1, 2019 that the Department of General Services (DGS) is to publish in the State Contracting Manual (SCM) a maximum acceptable level of global warming potential (GWP) for each category of required materials. The categories of eligible materials are, carbon steel rebar, flat glass, mineral wool board insulation and structural steel. A statement of Environmental Product Declaration (EDP) is required prior to beginning of relocation work, to the extent required by law.

THE ESTIMATED COST TO OCTA FOR THE ABOVE DESCRIBED WORK IS \$ 1,435,000.00.

Signatures on Following Page

UTILITY AGREEMENT NO. OCSD-1005

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

OWNER:
ORANGE COUNTY SANITATION DISTRICT

ORANGE COUNTY TRANSPORTATION
AUTHORITY,
a public entity

APPROVED

By:

David John Shawver
Board Chairman

Date:

3/25/20 *Ally Cole*
cop attest.

APPROVED AS TO FORM:
Alston & Bird

By:

Pamela J. Rivett
Special Counsel

Partner

APPROVED

By:

James G. Bell, P.E.
Executive Director,
Capital Programs

Date:

4/7/2020

APPROVED AS TO FORM:

By:

Rick E. Rayl
Special Counsel

Redhill Relief Sewer Relocation at State Route 55 Project No. FE18-13

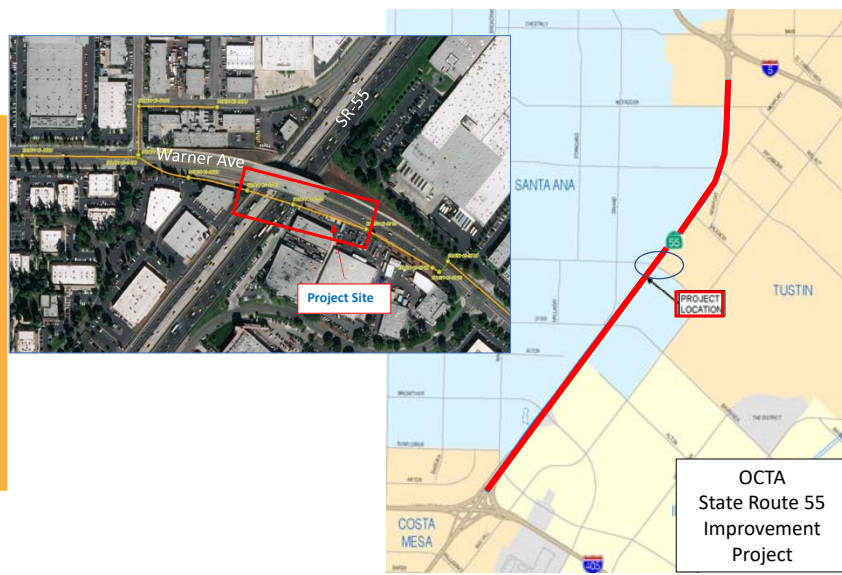
Presented by:
Kathy Millea
*Director of
Engineering*

*Operations
Committee
September 1, 2021*



1

Redhill Relief Sewer at Warner Ave



2

Recommendation

Approve the First Amendment to Utility Agreement No. OCSD-1005, between the Orange County Sanitation District and the Orange County Transportation Authority agreeing to a funding increase for the relocation and protection of the Redhill Relief Sewer at State Route 55 in the City of Santa Ana.

Original Agreement	\$1,435,000
Proposed Change	\$1,405,000
New Agreement	\$2,840,000

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3

Questions



4

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OPERATIONS COMMITTEE

Agenda Report

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

File #: 2021-1689

Agenda Date: 9/1/2021

Agenda Item No: 16.

FROM: James D. Herberg, General Manager
Originator: Lan C. Wiborg, Director of Environmental Services

SUBJECT:

ORANGE COUNTY SANITATION DISTRICT REGULATORY COMPLIANCE UPDATE

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Information item.

BACKGROUND

Each month, staff provides an informational presentation on topics of interest to the Board of Directors. This month's topic: Orange County Sanitation District Environmental Services will present an update on regulatory compliance.

RELEVANT STANDARDS

- Comply with the Clean Water Act
- Safe, beneficial reuse of Biosolids
- Meet volume and water quality needs for the GWRS

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Presentation

Compliance Program

*Presented by: Tom Meregillano,
Environmental Supervisor*

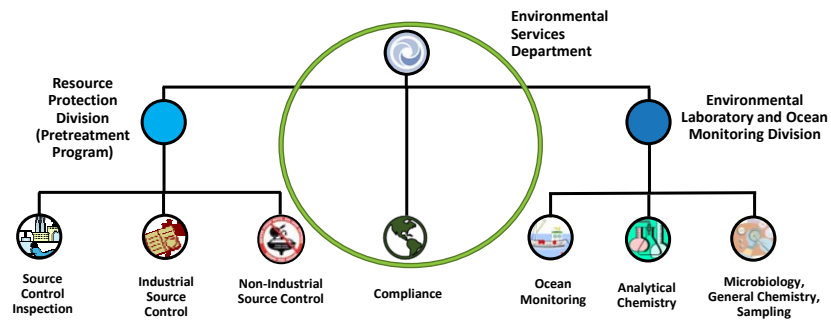
*Environmental Services
Department*

*Operations Committee Meeting
September 1, 2021*

OC SAN
ORANGE COUNTY SANITATION DISTRICT

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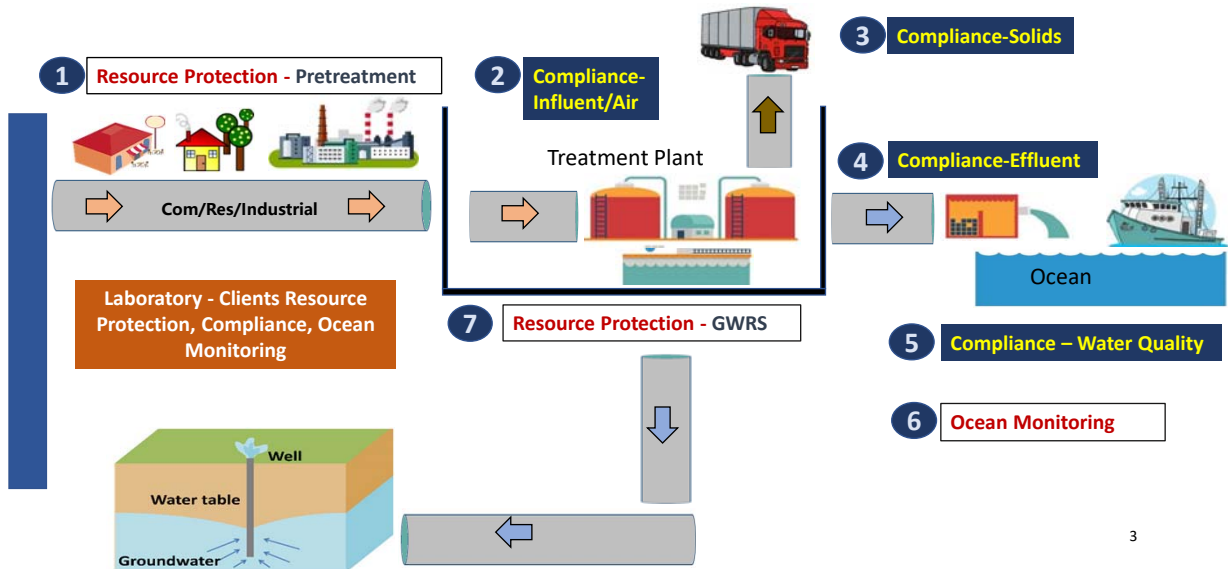
Environmental Services Department



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2

Environmental Services Department



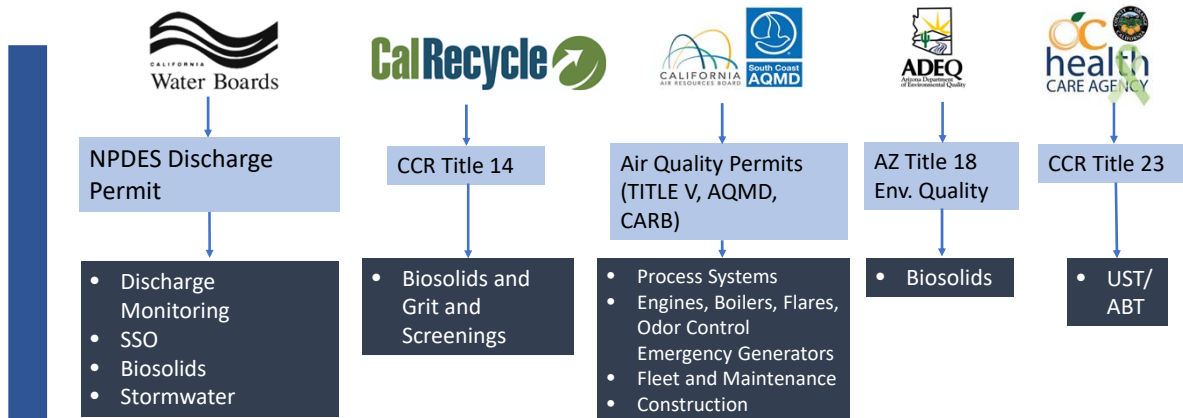
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Environmental Compliance and Reporting Governance



4

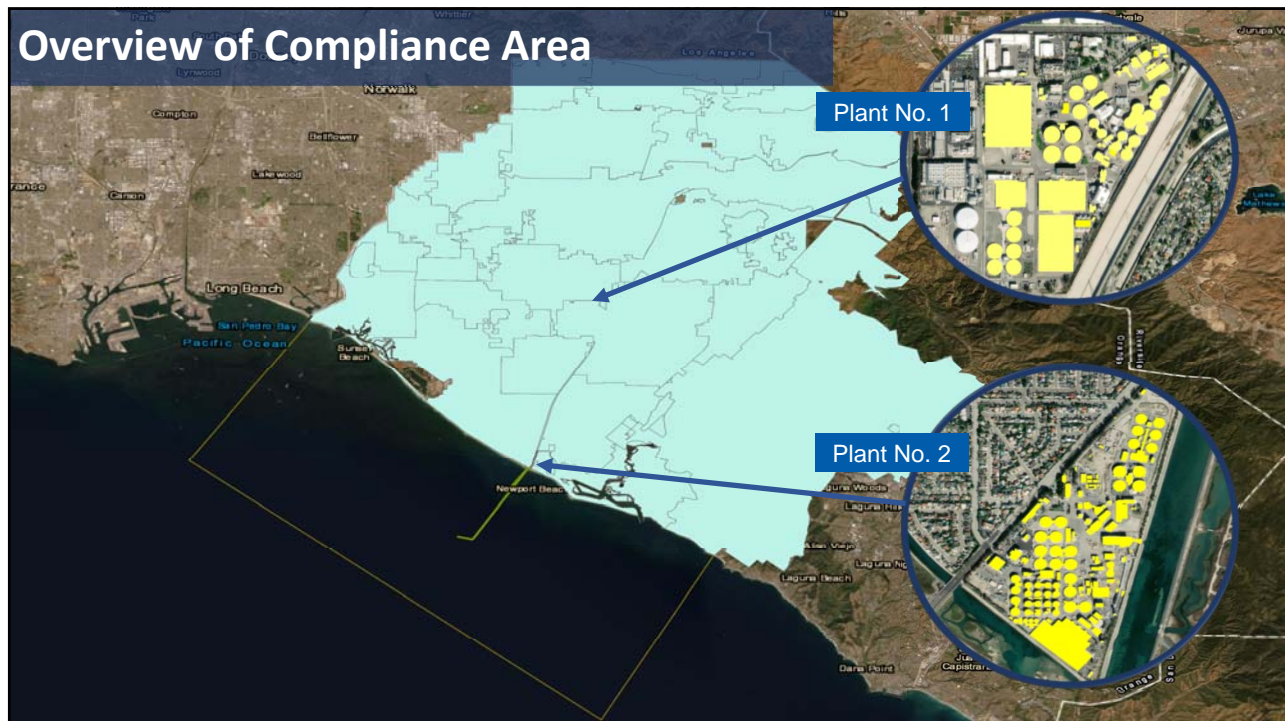
Environmental Compliance and Reporting Governance



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Overview of Compliance Area



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Overview of Compliance Area



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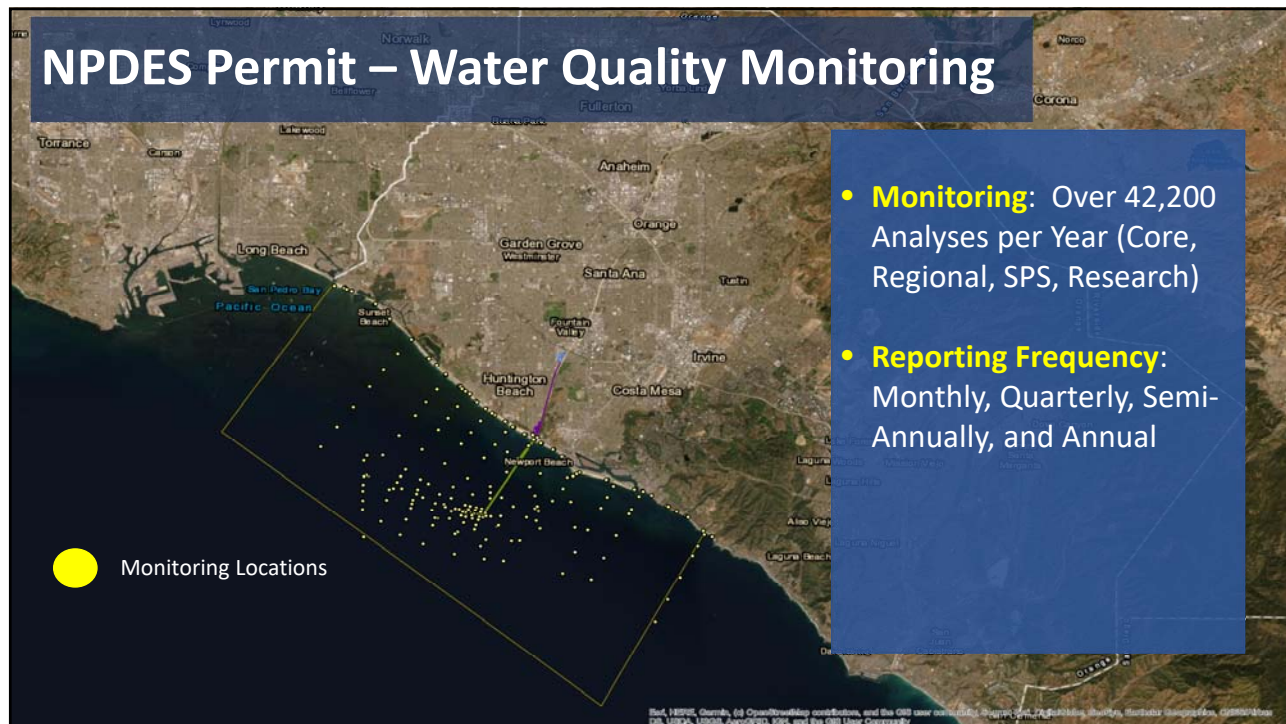
NPDES Permit – Discharge Monitoring Reporting

- **Monitoring:** Over 12,500 Analyses per Year
- **Reporting Frequency:** Monthly, Quarterly, Semi-Annually, and Annual
- **Inspections:** EPA, Regional Water Quality Control Board
- **Internal Audits:** Annual

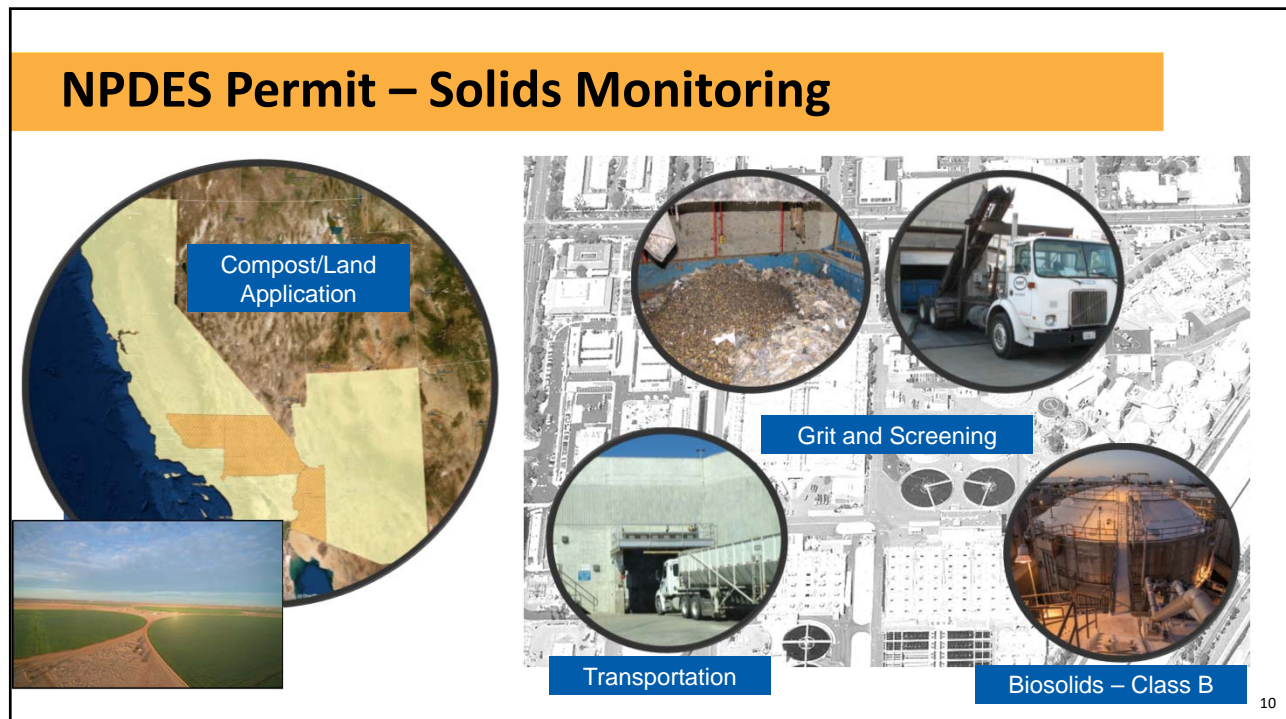


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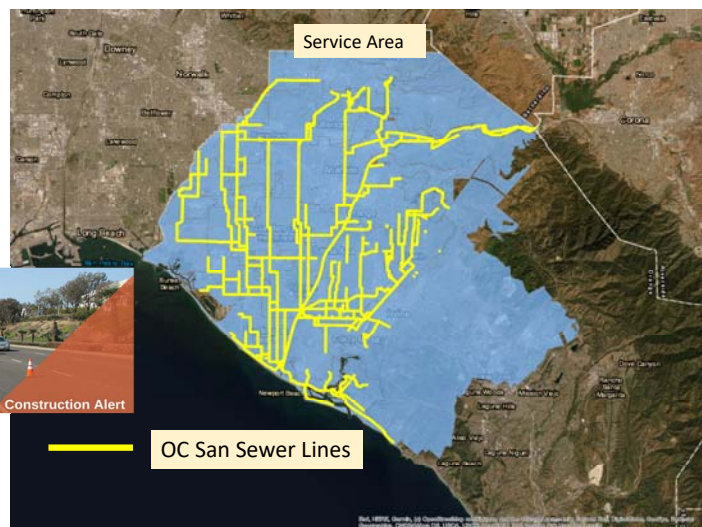
Air Quality – Compliance Reporting and Monitoring



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Sanitary Sewer Overflow Reporting and Stormwater Construction

- 388 Miles of OC San's Sewer Lines
- Stormwater Construction



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Working Smarter

- Collaboration with Regulators
- Regulatory Advocacy
- Interactive Compliance and Regulatory Tracker Dashboards
- Internal Audit Program

Active Compliance Tasks Only

<input type="checkbox"/> Area	Status	OK	Warning	Problem	Total
Air Quality	●	2	0	0	2
Biosolids	▲	5	1	0	6
Discharge Monitoring	●	2	0	0	2
Environmental Auditing	●	0	0	0	0
Hazardous Waste and Materials	●	2	0	0	2
Interplant Gas Line	●	0	0	0	0
Ocean Monitoring	●	6	0	0	6
Post Construction Mitigation	●	0	0	0	0
Resource Protection	●	0	0	0	0
Sanitary Sewer Overflows	●	0	0	0	0
Stormwater	●	1	0	0	1
Underground Storage Tanks	●	1	0	0	1



Status OK



Status Warning

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Future Concerns and Collaborations

- Organic Diversion – Food Waste
- Constituents of Emerging Concern – PFAS, Microplastics, Flame Retardants, Pharmaceutical and Personal Care Products
- Harmful Algal Bloom
- AB 617 Implementation – California Air Resources Board

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Noncompliance Risk and Liabilities

LOCAL NEWS • News

Hyperion plant still releasing partially treated sewage 5 miles offshore

Wastewater is 'not being treated to the level that it is normally treated because of the damage to the plant,' says a water quality board official



The Los Angeles Regional Water Quality Board is requiring Los Angeles to conduct additional offshore monitoring and to provide daily reports about ongoing discharges at the Hyperion water treatment plant. Signs at Dockweiler State Beach across the street from the plant, advise people that contact with the water may cause illness. in Playa del Rey on Friday, July 30, 2021. (Photo by Dean Murguio/Daily News, SCNG)

Fines: Up to \$25,000 per day

THE ORANGE COUNTY
REGISTER

NEWS LOCAL NEWS

Record sewage spill hits Laguna Beach just after council approves more funding for sewer maintenance

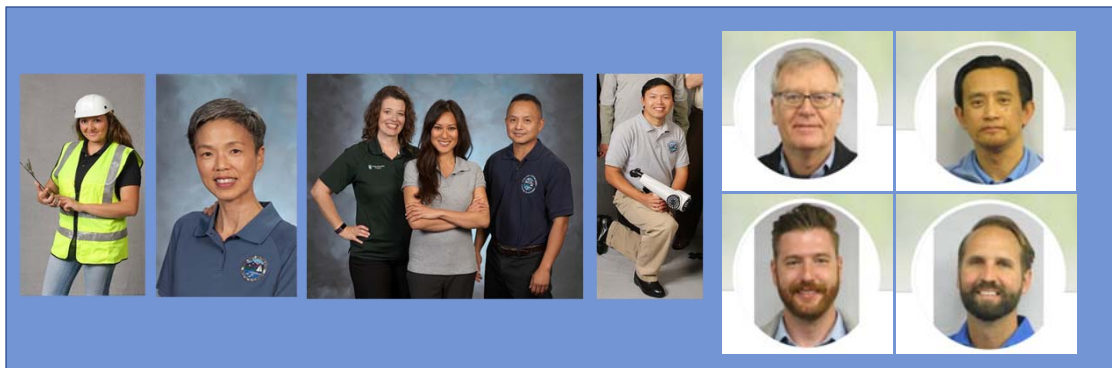


Beach goers stop to read the signs posted along the boardwalk at Port Beach in Laguna Beach on Friday, November 26, 2018. Following a seafloor across both of about a million gallons of raw sewage in Laguna Beach. The Orange County Register reported the spill and the signs from Port Beach at 10:40 a.m. in Newport Beach to the Port Beach in Dana Point and San Clemente. (Photo by Mark Hightower, Orange County Register/OCN)

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Meet the Team



16

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Questions



Contact: Tom Meregillano, Environmental Supervisor

Email: Tmeregillano@ocsan.gov

Phone: (714) 593-7457

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ORANGE COUNTY SANITATION DISTRICT COMMON ACRONYMS

ACWA	Association of California Water Agencies	LOS	Level Of Service	RFP	Request For Proposal
APWA	American Public Works Association	MGD	Million Gallons Per Day	RWQCB	Regional Water Quality Control Board
AQMD	Air Quality Management District	MOU	Memorandum of Understanding	SARFPA	Santa Ana River Flood Protection Agency
ASCE	American Society of Civil Engineers	NACWA	National Association of Clean Water Agencies	SARI	Santa Ana River Interceptor
BOD	Biochemical Oxygen Demand	NEPA	National Environmental Policy Act	SARWQCB	Santa Ana Regional Water Quality Control Board
CARB	California Air Resources Board	NGOs	Non-Governmental Organizations	SAWPA	Santa Ana Watershed Project Authority
CASA	California Association of Sanitation Agencies	NPDES	National Pollutant Discharge Elimination System	SCADA	Supervisory Control And Data Acquisition
CCTV	Closed Circuit Television	NWRI	National Water Research Institute	SCAP	Southern California Alliance of Publicly Owned Treatment Works
CEQA	California Environmental Quality Act	O & M	Operations & Maintenance	SCAQMD	South Coast Air Quality Management District
CIP	Capital Improvement Program	OCCOG	Orange County Council of Governments	SOCWA	South Orange County Wastewater Authority
CRWQCB	California Regional Water Quality Control Board	OCHCA	Orange County Health Care Agency	SRF	Clean Water State Revolving Fund
CWA	Clean Water Act	OCSD	Orange County Sanitation District	SSMP	Sewer System Management Plan
CWEA	California Water Environment Association	OCWD	Orange County Water District	SSO	Sanitary Sewer Overflow
EIR	Environmental Impact Report	OOBS	Ocean Outfall Booster Station	SWRCB	State Water Resources Control Board
EMT	Executive Management Team	OSHA	Occupational Safety and Health Administration	TDS	Total Dissolved Solids
EPA	US Environmental Protection Agency	PCSA	Professional Consultant/Construction Services Agreement	TMDL	Total Maximum Daily Load
FOG	Fats, Oils, and Grease	PDSA	Professional Design Services Agreement	TSS	Total Suspended Solids
gpd	gallons per day	PFAS	Per- and Polyfluoroalkyl Substances	WDR	Waste Discharge Requirements
GWRS	Groundwater Replenishment System	PFOA	Perfluorooctanoic Acid	WEF	Water Environment Federation
ICS	Incident Command System	PFOS	Perfluorooctanesulfonic Acid	WERF	Water Environment & Reuse Foundation
IERP	Integrated Emergency Response Plan	POTW	Publicly Owned Treatment Works	WIFIA	Water Infrastructure Finance and Innovation Act
JPA	Joint Powers Authority	ppm	parts per million	WIIN	Water Infrastructure Improvements for the Nation Act
LAFCO	Local Agency Formation Commission	PSA	Professional Services Agreement	WRDA	Water Resources Development Act

ORANGE COUNTY SANITATION DISTRICT GLOSSARY OF TERMS

ACTIVATED SLUDGE PROCESS – A secondary biological wastewater treatment process where bacteria reproduce at a high rate with the introduction of excess air or oxygen and consume dissolved nutrients in the wastewater.

BENTHOS – The community of organisms, such as sea stars, worms, and shrimp, which live on, in, or near the seabed, also known as the benthic zone.

BIOCHEMICAL OXYGEN DEMAND (BOD) – The amount of oxygen used when organic matter undergoes decomposition by microorganisms. Testing for BOD is done to assess the amount of organic matter in water.

BIOGAS – A gas that is produced by the action of anaerobic bacteria on organic waste matter in a digester tank that can be used as a fuel.

BIOSOLIDS – Biosolids are nutrient rich organic and highly treated solid materials produced by the wastewater treatment process. This high-quality product can be recycled as a soil amendment on farmland or further processed as an earth-like product for commercial and home gardens to improve and maintain fertile soil and stimulate plant growth.

CAPITAL IMPROVEMENT PROGRAM (CIP) – Projects for repair, rehabilitation, and replacement of assets. Also includes treatment improvements, additional capacity, and projects for the support facilities.

COLIFORM BACTERIA – A group of bacteria found in the intestines of humans and other animals, but also occasionally found elsewhere, used as indicators of sewage pollution. E. coli are the most common bacteria in wastewater.

COLLECTIONS SYSTEM – In wastewater, it is the system of typically underground pipes that receive and convey sanitary wastewater or storm water.

CERTIFICATE OF PARTICIPATION (COP) – A type of financing where an investor purchases a share of the lease revenues of a program rather than the bond being secured by those revenues.

CONTAMINANTS OF POTENTIAL CONCERN (CPC) – Pharmaceuticals, hormones, and other organic wastewater contaminants.

DILUTION TO THRESHOLD (D/T) – The dilution at which the majority of people detect the odor becomes the D/T for that air sample.

GREENHOUSE GASES (GHG) – In the order of relative abundance water vapor, carbon dioxide, methane, nitrous oxide, and ozone gases that are considered the cause of global warming ("greenhouse effect").

GROUNDWATER REPLENISHMENT SYSTEM (GWRS) – A joint water reclamation project that proactively responds to Southern California's current and future water needs. This joint project between the Orange County Water District and OCSD provides 70 million gallons per day of drinking quality water to replenish the local groundwater supply.

LEVEL OF SERVICE (LOS) – Goals to support environmental and public expectations for performance.

N-NITROSODIMETHYLAMINE (NDMA) – A N-nitrosamine suspected cancer-causing agent. It has been found in the GWRS process and is eliminated using hydrogen peroxide with extra ultra-violet treatment.

NATIONAL BIOSOLIDS PARTNERSHIP (NBP) – An alliance of the NACWA and WEF, with advisory support from the EPA. NBP is committed to developing and advancing environmentally sound and sustainable biosolids management practices that go beyond regulatory compliance and promote public participation to enhance the credibility of local agency biosolids programs and improved communications that lead to public acceptance.

PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) – A large group (over 6,000) of human-made compounds that are resistant to heat, water, and oil and used for a variety of applications including firefighting foam, stain and water-resistant clothing, cosmetics, and food packaging. Two PFAS compounds, perfluorooctanesulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) have been the focus of increasing regulatory scrutiny in drinking water and may result in adverse health effects including developmental effects to fetuses during pregnancy, cancer, liver damage, immunosuppression, thyroid effects, and other effects.

PERFLUOROOCTANOIC ACID (PFOA) – An ingredient for several industrial applications including carpeting, upholstery, apparel, floor wax, textiles, sealants, food packaging, and cookware (Teflon).

PERFLUOROOCTANESULFONIC ACID (PFOS) – A key ingredient in Scotchgard, a fabric protector made by 3M, and used in numerous stain repellents.

PLUME – A visible or measurable concentration of discharge from a stationary source or fixed facility.

PUBLICLY OWNED TREATMENT WORKS (POTW) – A municipal wastewater treatment plant.

SANTA ANA RIVER INTERCEPTOR (SARI) LINE – A regional brine line designed to convey 30 million gallons per day of non-reclaimable wastewater from the upper Santa Ana River basin to the ocean for disposal, after treatment.

SANITARY SEWER – Separate sewer systems specifically for the carrying of domestic and industrial wastewater.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) – Regional regulatory agency that develops plans and regulations designed to achieve public health standards by reducing emissions from business and industry.

SECONDARY TREATMENT – Biological wastewater treatment, particularly the activated sludge process, where bacteria and other microorganisms consume dissolved nutrients in wastewater.

SLUDGE – Untreated solid material created by the treatment of wastewater.

TOTAL SUSPENDED SOLIDS (TSS) – The amount of solids floating and in suspension in wastewater.

ORANGE COUNTY SANITATION DISTRICT GLOSSARY OF TERMS

TRICKLING FILTER – A biological secondary treatment process in which bacteria and other microorganisms, growing as slime on the surface of rocks or plastic media, consume nutrients in wastewater as it trickles over them.

URBAN RUNOFF – Water from city streets and domestic properties that carry pollutants into the storm drains, rivers, lakes, and oceans.

WASTEWATER – Any water that enters the sanitary sewer.

WATERSHED – A land area from which water drains to a particular water body. OCSD's service area is in the Santa Ana River Watershed.