

**SERVICES CONTRACT
ON-CALL CONDITION ASSESSMENT PROGRAM SUPPORT SERVICES
Specification No. S-2026-720BD**

This SERVICES CONTRACT (hereinafter referred to as "Contract"), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as "OC San") and Jamison Engineering Contractors, Inc. (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to retain the services of Contractor for On-call Condition Assessment Program Support Services ("Services") as described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor is qualified to perform the Services by virtue of experience, training, education, and expertise; and

WHEREAS, OC San desires to engage Contractor to provide the Services; and

WHEREAS, OC San selected Contractor to provide the Services in accordance with OC San's current Purchasing Ordinance; and

WHEREAS, on July 22, 2026, OC San's Board of Directors of OC San, by minute order, authorized execution of this Contract.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits specified below, the Parties agree as follows:

1. General.

- 1.1 This Contract and all exhibits hereto are made by OC San and Contractor. The terms and conditions herein exclusively govern the purchase of Services as described in Exhibit "A".
- 1.2 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.
- 1.3 Task Orders issued under this Contract shall be incorporated by reference and made part hereof, upon issuance of the Task Order.
- 1.4 The following exhibits, in order of precedence, are incorporated by reference and made part of this Contract.

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

- 1.5 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 Contract shall control and thereafter the provisions in the document highest in precedence shall be controlling.
- 1.6 The provisions of this Contract and attachments hereto are applicable at the Task Order level.
- 1.7 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of acquisition of the Services by OC San.
- 1.8 Work Hours: Shall be as specified in Exhibit "A."
- 1.9 Days: Shall mean calendar days, unless otherwise noted.
- 1.10 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.11 Work: Shall mean all work, labor, and materials necessary to provide the Services.
- 1.12 The provisions of this Contract and provisions of the Task Orders may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.13 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.

2. Scope of Work.

- 2.1 Contractor shall perform the Services identified in Exhibit "A" in accordance with generally accepted industry and professional standards.
- 2.2 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties.
- 2.3 Familiarity with Work. By executing this Contract, Contractor warrants that: (a) it has investigated the work to be performed; and (b) it understands the facilities, difficulties, and restrictions of the work under this Contract. Should Contractor discover any latent or unknown condition 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.
- 2.4 Performance. Time is of the essence in the performance of the provisions hereof.

3. Contract Term.

The term of this Contract shall be for eleven months commencing on August 1, 2026 and continuing through June 30, 2027.

- 3.1 Renewals. At its sole discretion, OC San may exercise the option to renew this Contract for up to four (4) one-year periods. This Contract may be renewed by an OC San Purchase Order. OC San shall have no obligation to renew the Contract nor to give a reason if it elects not to renew it.

- 3.2 Extensions. The term of this Contract may be extended only by an amendment signed by both Parties.

4. Compensation.

- 4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed (NTE) One Million One Hundred Fourteen Thousand Six Hundred Thirty-Eight Dollars (\$1,114,638.00), as specified in Exhibit B.
- 4.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

5. Payments and Invoicing.

- 5.1 OC San shall pay itemized invoices for work completed in accordance with Exhibit "A" thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Services have been satisfactorily completed.
- 5.2 Contractor shall submit its invoices to OC San Accounts Payable by electronic mail to APStaff@OCSan.gov. In the subject line include "INVOICE" and the Purchase Order Number.

6. California Department of Industrial Relations Registration and Record of Wages.

- 6.1 To the extent Contractor's employees and/or its subcontractors perform work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 6.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.
- 6.4 Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Contractor shall post a copy of the prevailing rate of per diem wages at the job site.
- 6.5 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, Contractor and its

subcontractors shall furnish a copy of all certified payroll records to OC San and/or the 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. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.

- 6.5.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.
- 6.6 Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
 - 6.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or its subcontractor.
- 6.7 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.
- 6.8 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.
- 6.9 Contractor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 6.10 Pursuant to Labor Code sections 1860 and 3700, Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this contract, certifies that:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor shall ensure that all its contracts with its subcontractors provide the provision above.

7. **Davis-Bacon Act.** Not Used.
8. **Damage to OC San's Property.** Any of OC San's property damaged by Contractor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San.
9. **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.
10. **Audit Rights.** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its expiration or 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.
11. **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 the Contractor Safety Standards while working at OC San locations. If, during the course of the Contract, it is discovered that the Contractor Safety Standards do not comply with Federal, State, or local regulations, Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit "A," all applicable Contractor Safety Standards in Exhibit "D," and the Human Resources Policies in Exhibit "E."
12. **Insurance.** Contractor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit "C" – Determined Insurance Requirement Form. 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 obtain and maintain the required insurance coverage shall result in termination of this Contract.
13. **Bonds.** Not Used.
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 may 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. This section shall survive the expiration or early termination of the Contract.

15. **Independent Contractor.** The 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.
16. **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.
17. **Disclosure.** Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.
18. **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 under the terms of this Contract.
19. **Third-Party Rights.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
20. **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 OC San harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically included or referenced.
21. **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 provide the Services. 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 this Contract will be paid by Contractor.

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 Water Codes Division 2.
23. **Environmental Compliance.** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
24. **South Coast Air Quality Management District's Requirements.** It is Contractor's responsibility to ensure 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 SCAQMD.
25. **California Air Resources Board Mobile Source Regulations.** Contractor and its applicable consultants, subconsultants, and subcontractors shall comply with the following California Air Resources Board Mobile Source Regulations:
- Advanced Clean Fleet (ACF): 13 CCR 2013-2013.4; 13 CCR 2015-2015.6
 - Truck & Bus Regulation (T&B): 13 CCR 2025
 - Clean Truck Check (CTC): 13 CCR 2195-2199.1
 - Off-Road Diesel Amendments (ORD): 13 CCR 2449-2449.2
26. **California Voluntary Protection Program Annual Reporting Requirement.** If Contractor will potentially work 1,000 combined hours in a quarter, for the term of the Agreement, Contractor shall provide an annual report detailing its safety and health information, including, but not limited to, its total number of employees, work hours, number of injuries and illnesses, and number of injury and illness cases involving days away from work, restricted work activity and/or job transfer. Contractor shall furnish this report to OC San no later than January 20th each calendar year.
- Failure to provide this data by the required due date may result in suspension of Contractor's services with OC San. Any delay arising out of or resulting from such suspension shall be Contractor's sole responsibility and considered Contractor caused delay, which shall not be compensable by OC San.
27. **Warranties.** In addition to the warranties stated in Exhibit "A," the following shall apply:
- 27.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance of the work as complete by the OC San Project Manager or designee.
- 27.2 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work specified in Exhibit "A," OC San informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract, Contractor shall, within the time agreed to by OC San and Contractor, take all such actions as are necessary to

correct or complete the noted deficiency(ies) at Contractor's sole expense.

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 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.

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 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 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.

29. Liquidated Damages. Not Used.

30. Remedies. In addition to other remedies available in law or equity, if Contractor fails to make delivery of the goods and Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods and Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) "cover" by purchasing, or contracting to purchase, substitute goods and Services for those due from Contractor. In the event OC San elects to "cover" as described in (c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods and Services and the Contract price, together with any incidental or consequential damages.

31. 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 the affected 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 of the Parties.

32. Termination.

32.1 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. 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) through 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 through the date of termination.

32.2 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 for any other default of this Contract.

32.3 OC San may also immediately terminate this Contract for default, 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 the total amount of compensation exceeds the amount authorized under this Contract.

32.4 All OC San's property in the possession or control of Contractor shall be returned by Contractor to OC San on demand or at the expiration or early termination of this Contract, whichever occurs first.

33. **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 the prevailing party may be entitled.

34. **Waiver.** The waiver by 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.

35. **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.

36. **Survival.** The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.

37. **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.

38. **Notices.**

38.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, 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: Donald Herrera
Senior Buyer
Orange County Sanitation District
18480 Bandilier Circle
Fountain Valley, CA 92708
dherrera@ocsan.gov

Contractor: Don Jamison
President
Jamison Engineering
2525 S. Yale Street
Santa Ana, CA 92704
jamisoneng@msn.com

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

39. **Read and Understood.** By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.
40. **Authority to Execute.** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
41. **Entire Agreement.** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

[Intentionally left blank. Signatures follow on the next page.]

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____ By: _____
Christine Marick
Vice-Chairwoman, Board of Directors

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

Dated: _____ By: _____
Kevin Work
Purchasing & Contracts Manager

Jamison Engineering Contractors, Inc.

Dated: _____ By: _____

Print Name and Title of Officer

DH

EXHIBIT A
SCOPE OF WORK
For
On-Call Condition Assessment Program Support Services

EXHIBIT A
SCOPE OF WORK
ON-CALL CONDITION ASSESSMENT PROGRAM SUPPORT SERVICES
SPECIFICATION NO. S-2026-720BD

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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. OC San's Plant 1 is 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 plant 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 tasks 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 California Occupational Safety and Health Administration (OSHA) requirements.
- Forced-air ventilation
- Water jetting
- Dewatering or by-pass pumping
- Debris, grit, and rag removal prior to assessments
- Incidental repairs
- Closed Circuit TV (CCTV) support and CCTV production
- Rebar Locating
- Concrete core samples collection and Testing
- Concrete repairs after core sample removal
- Cathodic Protection Installation
- Ground Penetrating Radar
- 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, have experienced different levels of implementation depending on the 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 Municipal Utility District demonstrated that investment into a proactive corrosion control and monitoring program resulted in savings 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 (1) element of this proactive approach is to conduct internal assessments of piping and associated facilities to determine their current condition and use this information to make recommendations for 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 to evaluate their current condition. In addition, perform maintenance repairs as directed by OC San. The shutdowns, flow diversions, assessments, and all other tasks 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 shall provide the required support for each assessment task as determined on a case-by-case basis. All subcontractors shall 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. In all instances, the repairs will be directed by OC San personnel and not by the Contractor.

For each task, 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.

Upon OC San's request, the Contractor shall 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 OC San staff to finalize the support requirements to perform the required corrosion assessments.

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 before 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, like a Vactor truck 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 rebar locating, core drilling equipment, and drill bits for core sampling.
- Cathodic Protection Installation
- 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 orally 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. REQUEST FOR CORROSION ASSESSMENT SUPPORT

For each new assessment support task, OC San will prepare and issue a "Request for Assessment Support/Incidental Repair" to the Contractor. Each Task Order for assessments shall not exceed \$250,000, and each task order for incidental repairs shall not exceed \$99,999.

D. PROJECT ELEMENTS

The Project will be divided into Project Elements with each having their own unit rates (see Exhibit B). 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 OC San 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 rescuer. The Contractor shall prepare all safety plans, confined space entry procedures, rescue plans, and coordinate 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 Ground Fault Circuit interrupters (GFCIs) as needed to permit entry into the assets for OC San and Contractor's staff. Contractor shall 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 Exhibit B.

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

Where required, the Contractor is 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 tasks. The Contractor shall provide a two-inch, submersible pump complete with 200 feet of associated hoses and AC power generation (with GFCIs) 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., Vactor Truck) 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 shall 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 a USB Drive 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 the location of the defects.

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

Repair of the 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) and 09800 – Protective Coating. Repairs to all other pipeline liners and coating systems shall be in compliance with OC San's master specifications and procedures. The OC San master specifications are available upon request at OC San's Plant No.1. This scope of work includes the 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 shall not exceed \$99,999. The Contractor shall keep a running total of all billings and expenses so that the cost of the incidental repairs for an individual task does not surpass the not to exceed amount. 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.

x. PROJECT ELEMENT 10 – EXCAVATION AND SHORING

Perform excavation for any underground assets external assessment as directed by OC San. Any excavation shall be performed as per OC San master specification 02200- Earth work, and provide shoring, if applicable, as per OC San master specification 02210 – Excavation Support and Protection. After assessment and incidental repairs are completed, the Contractor shall backfill the excavated site as per OC San's applicable master specifications and as directed by OC San.

xi. PROJECT ELEMENT 11 – CATHODIC PROTECTION INSTALLATION

The Contractor shall perform Cathodic Protection (CP) installation on OC San assets during the course of this contract. CP installation may include CP test station, Sacrificial Anodes, Impressed Current Anodes, Permanent Reference cells, Cables, Cable to Pipe (metal) connections using thermit welding and pin brazing method, Transformer and Rectifier (TR) installation as directed by OC San. All CP installations shall be performed under the supervision of NACE/AMPP-certified personnel. All CP installations shall be as per OC San master specification 13110- Corrosion Control and other applicable master specifications and OC San CP standard drawings.

The cathodic protection installation may include testing and commissioning of the cathodic protection installation by NACE/AMPP-certified personnel.

IV. PROJECT MANAGEMENT

The assessment project shall be managed by OC San staff. However, the Contractor shall manage all support tasks, 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 contract. 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. SCHEDULING AND WORK HOURS

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 11 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.

For each task, 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.

The Contractor shall respond to OC San task requests within two (2) 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. Normal business hours are considered 7:00 a.m. to 4:30 pm. Night work is common, and weekend hours may also be necessary due to low flow conditions during these periods.

Emergency assessment support: In the case of an emergency, the Contractor shall provide assessment/incidental repairs support within four (4) hours of notice from OC San.

B. PROJECT SUPPORTS

All OC San Assessment/Incidental repairs projects are divided into six (6) phases. Contractor shall provide support services for Project Elements for the following Phases:

Phase 1 – Pre-Assessment Planning

Phase 2 – Pre-Assessment Support to OC San O &M Team

Phase 3 – Assessment

Phase 4 – Incidental Repairs

Phase 5 – Post Assessment Support to OC San O & M Team

Phase 6 – Assessment Findings Documentation

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. NOISE REQUIREMENTS

When working outside of the property limits of OC San Plant 1 or Plant 2, specific work hours and nighttime schedules may be imposed by the California Department of Transportation (CALTRANS), local cities, the County of Orange, or whoever has jurisdiction. The 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 (including 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 when job conditions or the scope of work change. 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 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.

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 that 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 and subcontractor employee working in the structure must apply their own lock and tag.

E. CONFINED SPACE ENTRY (CSE) AND RESCUE

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 that 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 the 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, a 20-pound fire extinguisher, fire blankets, and an atmospheric monitor.

H. CHEMICAL SAFETY

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

I. TRAINING RECORDS

Contractor shall submit copies of its employee training 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 the latest Standard Specifications for Public Works

Construction. 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 Plant No. 1 via phone at (714) 593-7025, and shall contain and eliminate the overflow.

Workshops with the 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 a result of the Contractor's work. This is in addition to any 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 from 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 required on site prior to the shutdown and subsequent work, so that delays are minimized or avoided.

X. MANAGEMENT OF SUBCONTRACTORS and SUB-CONSULTANTS

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