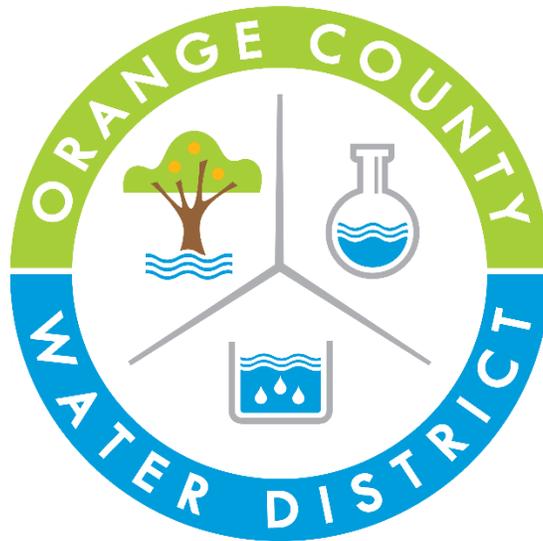


ORANGE COUNTY WATER DISTRICT

**REQUEST FOR PROPOSALS
RFP-24-016**

**FOR
Habitat Restoration Services in Prado & Orange County
Facilities**

ISSUED: March 20, 2025



PROPOSALS DUE:

Monday, April 21, 2025 at 10:00AM PT

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List of Exhibits:

- Exhibit A: Scope of Services and Price Sheet
- Exhibit A-1: Scope of Services
- Exhibit A-2: Price Sheet
- Exhibit B: Evaluation Criteria
- Exhibit C: Services Agreement
- Exhibit D: Contractor Safety
- Exhibit D-1: Contractor Environmental Health & Safety Handbook
- Exhibit D-2: Contractor Safety Program
- Exhibit E: Sample Work Order Authorization

List of Attachments:

- Attachment No.1: RFP Submittal Checklist



The Orange County Water District (“OCWD” or District) is seeking proposals from qualified and experienced firms to provide habitat restoration and maintenance services for OCWD mitigation sites within Prado Basin and Orange County. OCWD intends to evaluate the proposals received and enter into a Three-Year General Services Agreement (“Agreement”) with the qualified firm. The work is expected to commence on July 1, 2025. This Agreement will be for a minimum term of three (3) years for the period from July 1, 2025 to June 30, 2028. The Agreement will be monitored closely for acceptable services rendered throughout the Agreement term. OCWD will have the option to terminate the contract in whole or in part during the Agreement term, for any reason or no reason, without penalty, upon notice. The proposer will not be entitled to lost profits or any other compensation not earned prior to the time of termination.

This Request for Proposal (“RFP”) describes the required scope of services, the information that must be included in the proposal, and the proposal selection process. Proposers are encouraged to carefully review this RFP in its entirety prior to submitting their proposals. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification.

1. INTRODUCTION

The OCWD is an internationally recognized leader in the water industry that was formed in 1933 by the California State Legislature which entrusted OCWD to guard and protect the region’s groundwater basin and limited water supply. OCWD’s mission is to provide a reliable supply of high-quality water that is sourced in an environmentally responsible manner to the more than 2.5 million residents and businesses within the 270 square mile service area of Orange County, California that OCWD serves. OCWD manages three of Southern California’s greatest water supplies, this includes protecting rights to the Santa Ana River, managing and replenishing the Orange County Groundwater Basin, and operating and maintaining the Groundwater Replenishment System (GWRS), the world’s largest advanced water purification system for potable water reuse. More information regarding the OCWD can be found at www.ocwd.com.

2. SOLICITATION SCHEDULE

The solicitation schedule is summarized in the table below. OCWD reserves the right to modify the schedule below at its discretion. Proper notification changes will be made to interested proposers.

RFP Issued	March 20, 2025
Pre-Proposal Meeting (mandatory)	Tuesday, April 1, 2025 at 9AM PT
Questions Due Date	Tuesday, April 8, 2025 at 12PM PT
Proposals Due	Monday, April 21, 2025 at 10:00AM PT
Agreement Award Date:	May 2025



2.1. MANDATORY PRE-PROPOSAL MEETING

The mandatory pre-proposal meeting will be held on Tuesday, April 1, 2025 at 9AM PT, on location, starting at the Burris Basin Pump Station in Anaheim located at 14893 E Ball Rd, Anaheim, CA 92806, followed by Santiago Basin located at 821 Prospect St, Orange, CA 92869, and then Prado Wetlands located at 14980 River Rd, Corona, CA 92880. The meeting is expected to be approximately 4-5 hours, including travel between facilities. Firms interested in submitting proposals are required to attend the pre-proposal meeting.

Meeting participants will be required to sign in. A copy of the sign-in sheet will be posted on the OCWD website at, <https://www.ocwd.com/working-with-us/rfp-contracts/>, after the pre-proposal meeting. Proposals will not be accepted from firms that do not attend the mandatory pre-proposal meeting.

2.2. QUESTIONS CONCERNING REQUEST FOR PROPOSALS

All questions regarding the RFP must be submitted in writing before the deadline due date of **Tuesday, April 8, 2025 at 12PM PT**. All questions must be titled "**Question – RFP-24-016 Habitat Restoration services in Prado and Orange County Facilities**". Responses to questions received from prospective proposers will be formally documented in a Question and Answer (Q&A) table that will be posted on the OCWD website: <https://www.ocwd.com/working-with-us/rfp-contracts/>. The Q&A table will be updated regularly as questions are received from prospective proposers. Questions received after the question's due date will not be considered.

Attention: Ashlie Valencia, Contracts Administrator
Email: procurement@ocwd.com

2.3. DEADLINE FOR PROPOSALS

Three (3) hard copies and one (1) electronic flash drive copy of the proposal must be received in a sealed envelope by OCWD no later than **Monday, April 21, 2025 at 10:00AM PT** or such later time that OCWD may announce by an addendum at any time prior to the proposal deadline. The envelope shall be plainly marked on the exterior "Proposal for **RFP-24-016 Habitat Restoration Services in Prado & Orange County Facilities**" and with the name, company name, and address of the proposer.

Proposals must be mailed or delivered in person or via courier services at the District office listed below. To deliver submittal packages in person or via courier, please notify the guard at the main gate for proposal drop off. Sealed envelopes will be timestamped upon receipt at the receptionist desk.

Orange County Water District
Administration Office Building
Attention: Ashlie Valencia, Contracts Administrator
Address: 18700 Ward Street
Fountain Valley, CA 92708



It is the Proposer's responsibility to ensure that proposals are received prior to the submittal deadline. Proposal packages should also include all signed Acknowledgment of Addendum forms that may be issued by OCWD as part of this RFP process, as further described below. Proposals received after the deadline will not be considered under any circumstances. **FAXED OR E-MAILED SUBMISSIONS WILL NOT BE ACCEPTED.** The OCWD will not be responsible for the proper identification and handling of any proposals submitted incorrectly. Only responses properly submitted to OCWD will be considered. OCWD reserves the right to reject any and/or all responses received. There will be no formal opening of the proposals.

2.4. PRE-SUBMITTAL ACTIVITIES

The District reserves the right to revise the RFP prior to the date the Proposals are due. Addendums to the RFP shall be posted on the OCWD website: <https://www.ocwd.com/working-with-us/rfp-contracts/> for all interested Proposers. The District reserves the right to extend the date by which the Proposals are due.

3. PROJECT BACKGROUND AND DESCRIPTION

OCWD owns 2,150 acres behind Prado Dam within unincorporated Riverside County, known as the Prado Basin. Within that acreage, OCWD manages the Prado Wetlands and works with the United States Army Corps of Engineers (USACE) to store stormwater behind Prado Dam for future discharge into the Orange County groundwater aquifer. OCWD has been required by the California Department of Fish and Wildlife (CDFW), the United States Fish and Wildlife Service (USFWS) and the USACE to offset the impacts of these activities. To meet these requirements, OCWD has planted 942 acres of native habitat as mitigation within the Prado Basin. OCWD seeks a contractor to plant additional mitigation sites within Prado Basin as required by these permits and to maintain existing mitigation sites in good health.

Additionally, OCWD manages a series of groundwater recharge facilities within Orange County. These facilities operate under CDFW and USACE operations and maintenance permits and have their own mitigation sites associated with these operations totaling 42 acres. These sites are currently being maintained under a separate General Services Agreement, set to expire on June 30, 2026. OCWD seeks a contractor to plant additional mitigation sites at these recharge facilities as required by the CDFW and USACE permits and to maintain existing mitigation sites in good health, starting on July 1, 2026 following the expiration of the previous Agreement.

4. SCOPE OF SERVICES

See **Exhibit A** attached at the end of this RFP, for the scope of services and performance standards for habitat restoration and maintenance services that are required for all the Prado Basin and Orange County project locations. The selected firm will be responsible for completing various restoration and maintenance tasks throughout the various project locations on an as-needed basis. Each project task will be initiated through a District approved work order authorization (**Exhibit E**.)



4.1. WORK ORDER AUTHORIZATIONS

For each project task that arises, a work order request will be solicited by the District representative indicating the project. Each project task will be initiated by a District work order authorization which shall be itemized to include the selected firm's proposal of services, any or all labor rate(s), service(s), material(s), equipment(s), in accordance with rates that are provided in **Exhibit A-2, Cost Proposal Sheet**.

5. GENERAL INFORMATION

The District expects the selected firm to provide quality service in accordance with industry standards. The firm must demonstrate experience with the type of anticipated work and must have the ability to perform all services in a timely manner upon the request(s) from the District or the District's authorized representative. All work shall comply with the requirements of federal, state, and local laws, and District requirements. The firm must have a proven track record of successful habitat restoration and provide qualified personnel skilled in habitat management. The firm must be capable of providing all necessary materials, equipment, and tools, and have the labor resources to meet project timelines. The firm must adhere to safety standards and environmental regulations.

Acceptable performance standards include, but are not limited to, dependability, contractor safety, demonstrated experience with anticipated work with the ability to perform all anticipated services in a timely manner upon receipt of request, expertise on the habitat restoration, health, and management, and communication with District on site conditions.

5.1. MINIMUM QUALIFICATIONS

The selected firm is required to have at minimum the following qualifications:

- At least five years of habitat restoration experience, specifically in managing native plantings and mitigation sites, including the installation and maintenance of irrigation systems and erosion control measures. Experience with projects involving regulatory permits and compliance is essential.
- Firm must employ qualified staff with expertise in native plant species and ecological restoration within sensitive habitats (ex: riparian habitat, coastal sage scrub habitat, critical habitat for protected species). Supervisor with experience in managing similar projects should oversee daily operations.
- Firm must have a strong understanding of local, state, and federal environmental regulations related to habitat restoration and mitigation and working with protected habitats with protected species.
- Firm must have access to appropriate tools, machinery, and equipment for clearing, planting, irrigation system installation, and maintenance.



5.2. CONTRACTOR SAFETY

OCWD is committed to the safety of all its employees, contractors, and visitors. All contractors and subcontractors must adhere to applicable Federal, State, and Regional Environmental, Health and Safety (EHS) requirements, as well as OCWD EHS policies and procedures. As part of OCWD's Contractor Safety Program, the proposer shall review and sign the required documents provided in **Exhibit D**, which describes OCWD's Contractor Safety Program Requirements (**Exhibit D-1**) and Appendix forms (**Exhibit D-2**) that are required to be filled out by the Contractor at time of the proposal deadline and throughout the duration of the Agreement. OCWD's Risk and Safety Department will coordinate with the awarded contractor on safety training regarding OCWD's Contractor Safety Program.

5.3. PREVAILING WAGE

The California Labor Code, including but not limited to Sections 1720 et seq. and 1770 et seq. thereof, and interpreting case law and regulations (the "Prevailing Wage Laws") require the payment of prevailing wages for "public works" projects, including "[w]ork done for irrigation, utility, reclamation, and improvement districts, and other districts of this type" where the total compensation exceeds \$1000. The District has determined that some or all of the scope of work requires the payment of prevailing wages under the Prevailing Wage Laws.

Responding proposers must expressly agree to be responsible for compliance with all Prevailing Wage Laws applicable to the work performed.

The firms to whom an Agreement is awarded hereunder shall comply with all Prevailing Wage Laws, including the payment of prevailing wages to persons performing public works for OCWD. A copy of these prevailing wage rates is on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. A copy of such prevailing wage rates shall be posted on the jobsite by selected firms.

In accordance with Sections 1773 and 1773.2 of the California Labor Code, the District has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Copies of the prevailing rates of wages are maintained with the District's principal office and are available to any interested party on request. The selected firm shall post a copy of the prevailing rate of per diem wages at each job site.

The description provided herein only summarizes the Prevailing Wage Laws applicable to the work, and proposers are independently responsible for reviewing and assuring compliance with the same.



5.4. DIR CONTRACTOR REGISTRATION

Firms submitting proposals to this RFP must be registered with the Department of Industrial Relations prior to submitting a proposal pursuant to the requirements of Sections 1725.5 and 1771.1 of the California Labor Code. Contractor registration information can be found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Contracts entered into with any firm in violation of Section 1771.1(a), shall be subject to cancellation by the District at the sole discretion of the District consistent with Section 1771.1(f). Pursuant to California Labor Code Section 1771.4, proposers are alerted that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. ELEMENTS OF PROPOSAL

To provide a degree of consistency in the review of the written proposals, firms are required to include the following content in their proposals. The information required below will be used to evaluate each proposal based on the evaluation criteria outlined in this RFP. Proposals may be deemed nonresponsive if they do not respond to all areas specified below.

Proposals shall be prepared simply and economically, providing a straightforward and concise description of how the proposal has satisfied all the requirements of this RFP. Emphasis shall be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Excessive or irrelevant materials will not be favorably received.

The following subsections describe the contents required in the proposal. The proposal shall be of such scope and depth to sufficiently describe and demonstrate the proposer's understanding of and approach to the projects.

Please include the following in your proposal:

6.1 Title Page

The proposer should identify the RFP title, name and title of the firm's contact person, address, telephone number, fax number, email address, and date of proposal submission.

6.2 Cover Letter

A principal of the firm authorized to commit the firm to the requirements of the RFP must sign the cover letter. The letter should identify a contact person (name, e-mail address, and phone number) for future communication during the selection process. And shall also discuss the Proposer's commitment to providing high quality services, describe the firm's understanding and approach to the services, and its ability to perform the requirements of this RFP. Include a brief background of the firm including history, types of services provided, number of employees, number of offices and locations with staff size and disciplines, and any other relevant information that may be useful in determining the firm's qualifications to provide the services described in this RFP.



6.3 Table of Contents

The table of contents should include a clear and complete identification by section and page number of the submitted materials.

6.4 Contractor License and DIR Contractor Registration, Prevailing Wage Laws Compliance

Contractors submitting Proposals on this project must be registered with the Department of Industrial Relations pursuant to the requirements of Sections 1725.5 and 1771.1 of the California Labor Code prior to submitting a proposal. The proposer must provide their DIR reference number and expiration date and a copy of its contractor license issued by the State of California.

Proposers shall include an express statement asserting that the proposal was prepared taking into account all applicable Prevailing Wage Laws and that the proposer agrees to comply with all such laws applicable to the work.

6.5 Experience and record of past performance.

Provide a minimum of three (3) references from other municipal, city, or county governmental agencies for which the company has recently or is currently providing habitat restoration and maintenance services that is equivalent or greater in scope as being required in this RFP. Indicate the scope of work, date, contract amount, and the name, email address, and telephone number of the client contact. Also provide a complete list of other public agencies in California utilizing your services over the past five (5) years. Ongoing projects currently being performed by the proposer also may be submitted for consideration. The District at its discretion may contact the references for additional information. Failure to provide accurate contact information may be cause for rejection of the proposal as being nonresponsive.

6.6 Price Proposal

Please complete the Price Sheet that is attached in **Exhibit A-2** for the services that are required within this RFP. It is expected that the indicated rates will remain in effect for the duration of the Agreement term unless otherwise specified and approved by OCWD.

6.7 Other Information

The proposal shall also include:

6.7.1 Contractor Safety Program

The proposer is required to review, complete, sign and submit the following documents:

- Contractor Environmental Health and Safety Agreement form, attached at the end of **Exhibit D-1**
- Appendix B: Contractor Required Information Form, attached in **Exhibit D-2**, must be completed in its entirety, and signed and submitted with the proposal.



6.7.2 Safety Manual

Contractor must include in their proposal a copy of its safety manual that meets requirements for their injury and illness prevention program.

6.7.3 Quality Control Plan

Contractor must include in its proposal a Quality Control Plan that provides the contractor an effective and efficient means of identifying and correcting problems throughout the entire scope of work. The Quality Control Plan must include a site supervisor or arborist staff that is certified through the International Society of Arboriculture (ISA) for the entire length of the Agreement.

6.8 Statement of Insurance Compliance

Proposer shall provide a statement that it will meet the insurance requirements that are listed in the Services Agreement, attached hereto as **Exhibit C**. OCWD will request the insurance forms and associated documentation when OCWD provides notice that the Services Agreement is awarded.

6.9 OCWD Standard Agreement

Proposers shall provide a statement that the Proposer accepts OCWD's form of Services Agreement attached hereto as **Exhibit C**. Proposers responding to this RFP must be prepared to proceed with the Services Agreement in substantially the form provided, with minor non-substantive changes in OCWD's sole discretion. OCWD retains full discretion to rescind the proposed Services Agreement award to a Proposer who fails to comply with this requirement, and to exclude the Proposer from future procurement where applicable. The Services Agreement shall be executed by the Proposer within ten (10) calendar days of receipt of OCWD's Notice of Award to Proposer

6.10 Billing

Proposers shall provide a statement that it will meet the minimum requirements specified here. At a minimum, the invoice for services shall include the Work Order Authorization Number, Purchase Order Number, Agreement Number, and the itemized summary of each authorized project task along with the names of persons, their job titles, the hours worked, and hourly billing rates. Attached to each invoice shall also include backup of the prevailing wage rate weekly certified payroll and documentation for any other direct costs in the form of receipts or vendor invoices, with the applicable costs identified for items such as plant purchases and material costs. Essential components of a proper "Weekly Certified Payroll" include all the information that is called for on the standard WH-347 report:

- The Fringe Benefits Statement (signed)
- The Payroll Earnings/Timesheet pages
- The Certification Statement (signed)



- Non-performance reports covering periods where no certified payroll was incurred.

OCWD will provide reporting requirements to the selected firm, and the selected firm shall prepare invoices that comply with the requirements. Failure to satisfy the reporting requirements may result in rejection, payment delay, or short pay of the invoices submitted to OCWD for payment.

6.11 Conflict of Interest

Provide a statement that the proposer, individuals employed by the proposer, or firms employed by or associated with the proposer, do not have a conflict of interest with the Project. The proposer shall exercise reasonable efforts to prevent any actions or conditions that could result in a conflict of interest and shall include, but is not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing in, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the District. If a potential conflict of interest is identified in any form, the Proposer shall inform the District immediately. Proposers are subject to disqualification on the basis of a conflict of interest as determined by OCWD. By submitting a proposal you are stating you do not have a conflict of interest with the Project.

7. PROPOSAL SUBMISSION REQUIREMENTS

7.1. Proposal Format

The proposal shall be limited to no more than 25 single-pages in 8.5" width x 11" length size recycled or recyclable white bond paper, paginated, and bound. This does not include the title page, table of contents, cover letter, appendices, dividers, or résumés. Any oversized documents, such as charts or tables, must be folded to size and secured in the envelope.

All files shall be bookmarked and in a text searchable PDF format (i.e., not scanned images) compatible with Adobe Acrobat Version 8.0 (at a minimum). The main directory of the flash drive shall contain the entire proposal as two separate PDF files for Part One and Part Two. All sections of the PDF file shall be bookmarked.

7.2. Proposal Preparation Costs

This solicitation does not commit the District to award any work nor to pay any costs incurred from the preparation of proposals. Firms responding to this RFP will be solely responsible for all costs and expenses incurred during the selection process.

8. SELECTION PROCESS

Selection of the Consultant will be based on the proposal contents, prior experience of the firm, performance on similar or related projects, and overall costs that best serve the District. Other factors that may be considered during the evaluations include the firm's



reputation in the industry and any other aspects which could affect the proposer’s performance under the awarded Agreement.

All responsive proposals will be evaluated by a selection committee formed by the District. The proposal shall be of such scope and depth to sufficiently describe and demonstrate the proposer’s understanding, approach, and qualifications to successfully complete the scope of services described herein. Submittal of incomplete or vague responses to any section or subsection of this RFP may result in rejection of the proposal. Proposals will be evaluated, scored, and ranked based on the criteria specified in the table below. The evaluation criteria listed in the OCWD Proposal Evaluation Form (**Exhibit B**) will be used to evaluate each proposer.

Item No.	Criteria for Proposal Evaluations	Maximum Points
1	Record of Success on Recent Similar Projects	25
2	Experience and Qualification of the Project Manager	25
3	Project Approach	20
4	Billing Rates	30
TOTAL POINTS:		100

The District reserves the right to award the contract to the firm who presents the proposal, which in the judgment of the District, best accomplishes the desired results based upon this information, OCWD staff will recommend a firm to OCWD’s Board of Directors for award of the contract. The selected firm must be able to begin work immediately upon award of the contract and must be able to maintain the required level of effort to meet the proposed schedule.

9. SPECIAL CONDITIONS

9.1. RESERVATIONS

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP or to procure or contract for work.

9.2. PUBLIC RECORDS

All Proposals submitted in response to this RFP become the property of the District and are public records and as such may be subject to public review.

9.3. RIGHT TO CANCEL

The District reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the District cancels or revises the RFP, the District will notify all the proposers in writing via email.



9.4. ADDITIONAL INFORMATION

The District reserves the right to request additional information and/or clarifications from any or all Proposers.

9.5. PUBLIC INFORMATION

Release of Public Information selection announcements, contract awards, and all data provided by the District shall be protected from public disclosure. Proposers desiring to release information to the public must receive prior written approval from the District.

9.6. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION REQUIREMENTS

The proposers shall provide a Statement of Equal Employment Opportunity/Affirmative Action. The selected consultant/contractor and each subconsultant/subcontractor shall not discriminate in the employment of persons on the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference or sex of such persons except as permitted by Section 12940 of the California Government Code. The selected contractor is expected to maintain policies similar to those of the District regarding equal employment opportunities and affirmative action as set forth in the District's Administrative Policies.



EXHIBITS



EXHIBIT A

SCOPE OF WORK AND PRICE SHEET



EXHIBIT A-1

SCOPE OF SERVICES

EXHIBIT A

SCOPE OF WORK

Habitat Restoration Services at Prado Basin and Orange County Facilities

OCWD owns 2,150 acres behind Prado Dam within unincorporated Riverside County, known as the Prado Basin. Within that acreage, OCWD manages the Prado Wetlands and works with the United States Army Corps of Engineers (USACE) to store stormwater behind Prado Dam for future discharge into the Orange County groundwater aquifer. OCWD has been required by the California Department of Fish and Wildlife (CDFW), the United States Fish and Wildlife Service (USFWS) and the USACE to offset the impacts of these activities. To meet these requirements, OCWD has planted 942 acres of native habitat as mitigation within the Prado Basin. OCWD seeks a contractor to plant additional mitigation sites within Prado Basin as required by these permits and to maintain existing mitigation sites in good health.

Additionally, OCWD manages a series of groundwater recharge facilities within Orange County. These facilities operate under CDFW and USACE operations and maintenance permits and have their own mitigation sites associated with these operations totaling 42 acres. These sites are currently being maintained under a separate General Services Agreement, set to expire on June 30, 2026. OCWD seeks a contractor to plant additional mitigation sites at these recharge facilities as required by the CDFW and USACE permits and to maintain existing mitigation sites in good health, starting on July 1, 2026 following the expiration of the previous Agreement.

The scope of services for habitat restoration services includes the following:

Prado Basin:

Services to begin July 1, 2025 and continue through June 30, 2028.

- Planting mitigation sites as required by regulatory permits within the Prado Basin (at an average rate of 2 acres/year), including:
 - Clearing, grubbing, and site preparation
 - Purchase and planting of native trees, shrubs, and herbs
 - Weed abatement
 - Installation, repair, and later removal of drip-line irrigation systems
 - Installation of plant protectors
 - Establishment of erosion control measures.

- Maintaining existing mitigation sites in good condition, including:
 - Non-native plant removal
 - Irrigation maintenance and repair
 - Replanting of dead plants, if necessary
 - Maintaining existing access/walking trails

Orange County Facilities:

Services to begin July 1, 2026 and continue through June 30, 2028. Please note there is a one-year delay between the start of Prado Basin services and the start of Orange County Facilities services.

- Maintaining existing mitigation sites in good condition, including:
 - Weed abatement
 - Irrigation maintenance and repair
 - Replanting of dead plants, if necessary
 - Maintaining existing access trails
 - Trash removal

- If required by regulatory agencies, plant additional mitigation sites, including:
 - Clearing, grubbing, and site preparation
 - Purchase and planting of native trees, shrubs, and herbs
 - Non-native plant removal
 - Installation, repair, and later removal of drip-line irrigation systems
 - Installation of plant protectors
 - Establishment of erosion control measures.

OCWD is entering into an agreement with the contractor to execute this scope of services in accordance with OCWD requirements. The work is expected to commence in July 2025 (at Prado) and July 2026 (at Orange County) and continue through June 2028 on an annual basis, with the potential for a one-year extension.

Contact Information:

OCWD HABITAT RESTORATION PROGRAM MANAGER, Sheryl Parsons,
 Director of Natural Resources, SParsons@OCWD.com
 Telephone: 714/378-3213

OCWD HABITAT RESTORATION FIELD MANAGER, David McMichael, Principal
 Environmental Specialist, DMcMichael@OCWD.com
 Telephone: 714/378-8211

Project Schedule:

Commencement of Work	July 1, 2025 for Prado Basin July 1, 2026 for Orange County Facilities
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Updates via Email	Contractor shall report weekly to OCWD the maintenance activities that have occurred that week and the conditions of the restoration sites.
Work Completion	June 30, 2028

Scope of Work

Habitat Restoration and Maintenance Services

OCWD manages multiple mitigation sites within Prado Basin and in its Orange County Recharge Facilities. This scope is for restoring and maintaining native habitat within these areas.

- I. **Purpose:** The purpose of this project is to plant additional mitigation sites as required by the District's regulatory permits and to maintain existing mitigation sites in good condition.

- II. **Project Area:** The project area encompasses the Prado Basin in Riverside County and the Orange County Recharge Facilities within Orange County

- III. **Project Management:**
Orange County Water District, Field Operations Coordinators:
Sheryl Parsons, Natural Resources Director
David McMichael, Principal Environmental Specialist

- IV. **General Requirements:**
 - A. Plant additional mitigation sites at an average rate of 2 acres/year in Prado Basin based on direction from OCWD. This includes:
 1. Clearing, grubbing, and site preparation
 2. Purchase and planting of native trees, shrubs, and herbs (at the direction of OCWD)
 3. Herbicide spraying
 4. Installation, repair, and later removal of drip-line irrigation systems
 5. Installation of plant protectors
 6. Establishment of erosion control measures.

 - B. Plant additional mitigation sites, if required by regulatory agencies, at the Orange County Recharge Facilities including same tasks above.

 - C. Maintain existing mitigation sites, including:
 1. Periodic weeding to control proliferation of non-native weeds
 2. Ensuring adequate irrigation is provided to plants from existing irrigation system
 3. Period maintenance of existing irrigation system
 4. Replanting of dead plants, if necessary

 - D. Existing mitigation sites include:
 1. Huckleberry Basin –2.00 acres
 2. Conrock Basin – 4.27 acres
 3. Five Coves Basin – 2.70 acres
 4. Santiago Basin – 8.05 acres
 5. Burris Basin – 13.12 acres
 6. Mills Pond, 4 acres
 7. Prado Basin Mitigation Site, totaling 21.03 acres

- E. Maintain Prado Research Ponds, totaling 2.03 acres
 - 1. Periodic weeding to control proliferation of non-native weeds
 - 2. Planting of mule fat or other species as required for research projects

- F. **Specific Requirements:**
 - A. **OCWD Biologist Coordination:** Contractor must work with OCWD biologists to ensure protected habitat (riparian coastal sage scrub) remains intact. If work takes place during nesting bird season (approximately March through September), contractor must coordinate with OCWD biologists to develop a work plan before work begins.

 - B. **Progress Reports:** The contractor shall report monthly to OCWD the maintenance activities that have occurred that week and the conditions of the restoration sites.

 - C. **Schedule:**
 - 1. **Yearly:** After contract award, the contractor will be required to prepare a year-long scheduling calendar that identifies when maintenance activities will be conducted to ensure maximum plant growth and non-native weed control.
 - 2. **Monthly:** At the beginning of each month, the contractor shall coordinate with OCWD and discuss the maintenance activities planned for the month. OCWD will have the discretion to make any adjustments to the monthly calendar.

 - D. **Plant Palette:** Plant palette must consist of only local California native container plants, cuttings, and/or seed mix. Plant selection will be made in coordination with OCWD staff.

 - E. Hazardous conditions and changing weather should be expected. Hazards such as mud, quicksand, snakes, poison oak, dust, ash, and flooding are possible. Contractor should ensure that personnel and equipment avoid these areas or conditions whenever possible.

 - F. Right-of-Entry permits shall be obtained by the contractor for all work areas. Access to project areas on OCWD lands will be coordinated through OCWD.



EXHIBIT A-2

PRICE SHEET

EXHIBIT A-1 PRICE SHEET

Company Name:	
California DIR Registration Number:	
Expiration Date:	
Contractor License Number:	
Expiration Date:	

Prevailing Wage Maintenance Rates*:

<u>Employee</u>	<u>Labor Hourly Rate</u> 2025-2026	<u>Labor Hourly Rate</u> 2026-2027	<u>Labor Hourly Rate</u> 2026-2027
Laborers			
Foreman			
Supervisor			
Superintendent			

Prevailing Wage Irrigation Rates*:

<u>Employee</u>	<u>Labor Hourly Rate</u> 2025-2026	<u>Labor Hourly Rate</u> 2026-2027	<u>Labor Hourly Rate</u> 2026-2027
Landscape/Irrigation Laborer			
Landscape/Irrigation Tender			

Equipment and Supplies Rates*:

<u>Equipment and Supplies</u>	<u>Annual Rate 2025-2026</u>	<u>Annual Rate 2026-2027</u>	<u>Annual Rate 2027-2028</u>
Herbicide			
Chain Saw			
Weed Eater			
Hand Tools			
Dump Fee			

*Markups shall not exceed 5%

Other:



EXHIBIT B

EVALUATION CRITERIA

ORANGE COUNTY WATER DISTRICT PROPOSAL EVALUATION FORM

Project: Habitat Restoration Services in Prado and Orange County Facilities (RFP-24-016)

Proposing Firm: _____

Reviewer: _____

Criteria	Weighting (%)	Score (1-5)	Weighted Score	Comments
1 Record of Success on Recent Similar Project	25		0.00	
2 Experience and Qualifications of the Project Manager	25		0.00	
3 Project Approach	20		0.00	
4 Billing Rates	30		0.00	
Total	100		0.00	

Scoring:

- 5 = Excellent
- 4 = Above Average
- 3 = Average
- 2 = Below Average
- 1 = Poor



EXHIBIT C

SERVICES AGREEMENT

AGREEMENT NO. ***

with

for

This Agreement (the "Agreement") is made and entered into as of ***, by and between the ORANGE COUNTY WATER DISTRICT, a special governmental district organized and operating under the laws of the State of California (hereinafter "OCWD") and *** ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I
FUNDAMENTAL TERMS

- A. Location of Project: ***.
- B. Description of Services/Goods to be Provided: *** in accordance with PART IV, Scope of Services, included herein.
- C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on *** ("Commencement Date") and the term of this Agreement shall continue through its expiration on ***.
- D. Party Representatives:
- D.1. OCWD designates the following person/officer to act on OCWD's behalf: ***
- D.2. Contractor designates the following person to act on Contractor's behalf: ***
- E. Notices: All notices and other writings required to be delivered under this Agreement to the parties shall be delivered at the addresses set forth in Part II ("General Provisions").
- F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:
- | | | |
|------|-----------|--------------------|
| F.1. | Part I: | Fundamental Terms |
| F.2. | Part II: | General Provisions |
| F.3. | Part III: | Special Provisions |
| F.4. | Part IV: | Scope of Services |
| F.5. | Part V: | Budget |

G. Integration: This Agreement represents the entire understanding of OCWD and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

ORANGE COUNTY WATER DISTRICT

By: _____
John C. Kennedy, General Manager

By: _____

Title: _____

By: _____
Denis Bilodeau, Board President

By: _____

Title: _____

Dated: _____

APPROVED AS TO FORM:

Contractor Information:

RUTAN & TUCKER, LLP

Address for Notices and Payments:

By: _____
Jeremy N. Jungreis, General Counsel

Attention: ***

Telephone: ***

Facsimile No.: ***

PART II
GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. OCWD shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by OCWD to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of OCWD. Contractor agrees to perform all work to the satisfaction of OCWD within the time specified. If OCWD reasonably determines that the work is not satisfactory, OCWD shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from OCWD. In the performance of this Agreement, Contractor shall report to and receive instructions from OCWD's representative identified in Part I, or his or her designee. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the OCWD.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and

(iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the OCWD of such fact and shall not proceed except at Contractor's risk until written instructions are received from the OCWD's Representative.

1.7 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCWD. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior express written approval of OCWD. In the event of any unapproved transfer, including any bankruptcy proceeding, OCWD may, in its sole and absolute discretion, void the Agreement. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of OCWD.

1.8 Compensation. Contractor shall be compensated in accordance with the terms of Part V hereto ("Budget"). Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with OCWD representatives, and incidental costs incurred in performing under this Agreement. Contractor shall be compensated for actual costs incurred by subcontractors or other services, and no mark-up will be paid to contractor by OCWD. Unless otherwise specified in Part V, OCWD shall compensate Contractor on a time-and-materials basis at the rates listed in Part V. Contractor shall submit an invoice referencing this Agreement, the Work Order number, date and description of services performed, and the amount. OCWD shall pay the Contractor within 30 days of receipt of the invoice.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.0 Insurance – See attached Exhibit A to this Agreement.

2.1 Indemnification.

The parties mutually acknowledge that OCWD has retained Contractor to perform the services set forth in this Agreement based upon the special skills, expertise and experience of Contractor. Accordingly, in performing the services under this Agreement, Contractor shall use the skill and care that a highly specialized professional, with expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that Contractor retains subcontractors or subcontractors to perform any portion of any of the tasks or services under this Agreement, Contractor has a duty to OCWD to ensure that the tasks and services performed by such subcontractors or subcontractors meet the same professional level, skill and expertise expected of Contractor.

2.2.1 Except as set forth in subdivision 2.2.2 or 2.2.3, Contractor shall indemnify, defend (with legal counsel acceptable to OCWD) and hold harmless OCWD and the OCWD Personnel from and against any and all actions, suits, claims, demands, judgments, attorneys fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (“Claims”) that may be asserted or claimed by any person or entity arising out of Contractor’s performance of any tasks or services for or on behalf of OCWD, whether or not there is concurrent negligence on the part of OCWD and/or any OCWD Personnel, but excluding any Claims arising from the active negligence or willful misconduct of OCWD or any OCWD Personnel where the active negligence or willful misconduct is determined to be the actual and proximate cause of the alleged injury.

2.2.2 The provisions of this subdivision 2.2.2 apply only in the event that Contractor is a “design professional” within the meaning of California Civil Code section 2782.8(c). If Contractor is a “design professional” within the meaning of Section 2782.8(c), then, notwithstanding subdivision 2.2.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and 2782.6), Contractor shall defend (with legal counsel reasonably acceptable to OCWD), indemnify and hold harmless OCWD and OCWD Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Contractor’s performance of any task or service for or on behalf of OCWD under this Agreement. Such obligations to defend, hold harmless and indemnify OCWD or any OCWD Personnel shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of OCWD or such OCWD Personnel. To the extent Contractor has a duty to indemnify OCWD or any OCWD Personnel under this subdivision 2.2.2, Contractor shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor’s negligence, recklessness or willful misconduct.

2.2.3 The provisions of this subdivision 2.2.3 apply only in the event that this Agreement is a “construction contract” within the meaning of Civil Code Section 2782(b) and 2783. If this Agreement is a “construction contract” within the meaning of those statutes, then notwithstanding subdivision 2.2.1 above, to the fullest extent permitted by law, Contractor shall indemnify, defend (with legal counsel acceptable to OCWD) and hold harmless OCWD and the OCWD Personnel from and against any and all Claims that may be asserted or claimed by any person or entity arising out of Contractor’s performance of any tasks or services for or on behalf of OCWD, whether or not there is concurrent passive negligence on the part of OCWD and/or any OCWD Personnel, but excluding any Claims arising from the active negligence or willful misconduct of OCWD or any OCWD Personnel.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county, municipal and OCWD ordinances and regulations which in any manner affect those employed by it or in any

way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless OCWD against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against OCWD thereunder.

3.3 Covenant Against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent Contractor of OCWD and shall remain at all times as to OCWD a wholly independent Contractor. OCWD shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCWD. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the OCWD; and neither Contractor nor any of its employees shall be paid by OCWD time and one-half for working in excess of forty (40) hours in any one week. OCWD is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the OCWD harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.6 Proprietary Information. All proprietary information developed specifically for OCWD by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps,

reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of OCWD, and are confidential and shall not be made available to any person or entity without the prior written approval of OCWD. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to OCWD, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by OCWD.

3.7 Ownership of Data, Reports and Documents. The Contractor shall deliver to OCWD's representative identified in Part I, at the end of the project, notes and surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of OCWD. The Contractor is not responsible to third parties of OCWD's use of data, reports and documents on other projects. OCWD may use or reuse the materials prepared by Contractor in any manner desired without additional compensation to Contractor. Any work performed by Contractor under this Agreement shall be the property of OCWD.

3.8 Retention of Funds. Contractor hereby authorizes OCWD to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate OCWD for any losses, costs, liabilities, or damages suffered by OCWD, and all amounts for which OCWD may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. OCWD in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of OCWD to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay OCWD any sums Contractor owes OCWD.

3.9 Termination By OCWD. OCWD reserves the right to terminate this Agreement at any time, with or without cause, upon fourteen (14) days prior written notice to Contractor. Upon receipt of any notice of termination from OCWD, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by OCWD. Contractor shall be entitled to compensation for all services rendered prior to receipt of OCWD's notice of termination and for any services authorized in writing by OCWD thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, OCWD may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable for the costs OCWD incurs in completion of the services required hereunder, including, but not limited to, costs incurred by OCWD in retaining a replacement Contractor, and similar expenses and costs, and including increased staff time costs incurred by OCWD.

3.10 Right to Stop Work; Termination By Contractor. Contractor shall have the right to stop work only if OCWD fails to timely make a payment required under the terms of the Budget. Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to OCWD. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to OCWD, except such services as may be specifically approved in writing by OCWD. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to OCWD and for any services authorized in writing by OCWD thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to OCWD's right to take over and finish the work and Contractor's liability therefor shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of OCWD or Contractor, including but not restricted to acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation and/or acts of any governmental agency, including

OCWD, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, OCWD shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of OCWD such delay is justified. OCWD's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCWD for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 Non-liability of OCWD Officers and Employees. No officer, official, employee, agent, representative or volunteer of OCWD shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by OCWD, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflict of Interest. No officer, official, employee, agent, representative or volunteer of OCWD shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement which affects his or her financial interest or the financial interest of any corporation, partnership, or association in which he or she is interested, in violation of any Federal, State, or OCWD statute, ordinance, or regulation. The Contractor shall not employ any such person while this Agreement is in effect.

3.18 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a sole proprietor, then prior to signing the Agreement, Contractor shall provide to the OCWD a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the OCWD will report the information from Form W-9 to the State of California Unemployment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. Upon request by OCWD, Contractor shall prepare and submit to OCWD any reports concerning Contractor's performance of the services rendered under this Agreement. OCWD shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of OCWD and shall be delivered at no cost to OCWD upon request of OCWD or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of OCWD. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and OCWD shall have access to such records upon 48 hours notice.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the OCWD shall be delivered to the following address, to the attention of the OCWD Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To OCWD Orange County Water District
Representative: P. O. Box 8300
 Fountain Valley, CA 92728-8300

Invoices only shall be properly identified with the corresponding Agreement No. and sent to one of the following:

apinvoices@ocwd.com

OR to the address shown below:

Orange County Water District
Attention: Accounts Payable
P. O. Box 20845
Fountain Valley, CA 92728-0845

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so

executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement (“Special Provisions”).

4.7 Precedence. In the event of any discrepancy between Part I (“Fundamental Terms”), Part II (“General Provisions”), Part III (“Special Provisions”), Part IV (“Scope of Services”), and/or Part V (“Budget”), Part III shall take precedence and prevail over Parts I, II, IV and V; Part II shall take precedence and prevail over Parts I, IV and V; Part IV shall take precedence and prevail over Parts I and V; and Part V shall take precedence over Part I.

4.8 OCWD Contract Management Authority. The OCWD General Manager (or his or her duly authorized representative) shall have the authority to make approvals, issue interpretations, execute documents to implement or clarify this Agreement, waive provisions, and/or enter into certain amendments of this Agreement on behalf of OCWD so long as such actions do not result in any of the following: (a) an increase in the Budget set forth in Part V hereto, (b) a decrease in the scope of services without a corresponding reduction in the Budget, or (c) an increase in the risk of liability to OCWD. Such approvals, interpretations, waivers and/or amendments may include extensions of time to perform.

PART III
SPECIAL PROVISIONS

- A. The Contractor shall comply with the Insurance Requirements of Exhibit A, added in its entirety.

DRAFT

PART IV
SCOPE OF SERVICES

A. Services shall be performed in accordance with Exhibit B, *** dated *** and .

DRAFT

PART V
BUDGET

A. OCWD shall compensate Contractor in accordance with Exhibit C, *** dated *** for a not-to-exceed fee of \$***.00.

DRAFT

EXHIBIT A

DRAFT

INSURANCE REQUIREMENTS

FOR

The Contractor shall not commence work under this Contract until it has obtained the insurance required hereunder in a company or companies having an A.M. Best rating of A:VII and acceptable to the OCWD nor shall the Contractor allow any subcontractor to commence work on its subcontract until all insurance required herein of the Contractor has been obtained by such subcontractor.

The Contractor shall at the time of the execution of the Agreement present certificate(s) of insurance evidencing the coverage required by this agreement. Such evidence shall include a separate additional insured endorsement and other provisions required herein. At least thirty (30) calendar days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements required herein, showing that such insurance coverage has been renewed or extended will be filed with the OCWD.

At the time of contract document preparation, efforts were made to include all known insurance requirements which would take place during the contract. It is possible additional insurance requirements may be made by another agency or government entity to provide additional insurance not included here. At the direction of the agency/entity, the Contractor shall comply and satisfy the additional insurance requirements.

The Contractor shall procure and maintain for the duration of the contract, and for five (5) years thereafter, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as the following:

1. General Liability – Commercial General Liability (CGL) – Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the OCWD or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability – Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01) covering Symbol 1 (Any Auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. Workers' Compensation Insurance – The Contractor shall provide Workers' Compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
Waiver of Subrogation (also known as Transfer of Rights of Recovery Against

Others to Us) – The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this Waiver of Subrogation in favor of the OCWD, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the OCWD; this provision applies regardless of whether or not the OCWD has received a Waiver of Subrogation from the insurer.

4. Builder's Risk is not required.
5. Contractor's Pollution Liability is not required.
6. Professional Liability Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Other Required Provisions – The Commercial General Liability policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status – The OCWD, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10 10 01 and CG 20 37 10 01) with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
2. Primary Coverage – For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the OCWD, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the OCWD, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the OCWD.

Acceptability of Insurers - The Contractor agrees that it will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to the OCWD. The OCWD reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the insurance requirements is a material breach of contract.

Deductibles and Self-Insured Retentions – Insurance deductibles or self-insured retentions must be declared by the Contractor and approved by the OCWD. At the election of the OCWD, the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the OCWD, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee

satisfactory to the OCWD guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the OCWD.

Verification of Coverage – Evidence of Insurance – The Contractor shall furnish the OCWD with copies of certificates and amendatory endorsements effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by the OCWD before work commences. However, failure to obtain the required documents prior to the working beginning shall not waive the Contractor's obligation to provide them. The OCWD reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the insurance requirements is a material breach of contract.

Continuation of Coverage – The Contractor shall, upon demand of the OCWD deliver evidence of coverage showing continuation of coverage for at least five years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the General Liability Additional Insured endorsement and evidence of Waiver of Rights of Subrogation against the OCWD (if Builder's Risk Insurance is applicable) to OCWD at least ten days prior to the expiration date.

Subcontractors – In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of the District, deliver to the OCWD copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

Note 1: Any combination of a minimum \$1,000,000 per occurrence General Liability and Excess Liability to meet the \$2,000,000 total may be accepted

Note 2: The General Liability and/or Automobile Liability coverage shall include mobile equipment.

Note 3: All insurance terms provided by the Contractor for this contract are subject to approval and acceptance by the OCWD.

Note 4: The OCWD, its directors, officers, employees, authorized volunteers, shall be named, by separate endorsement, as additional insured on the policy.

Note 5: Contract Name and/or Contract Number shall be indicated on insurance certificate.



EXHIBIT D

CONTRACTOR SAFETY



EXHIBIT D-1

CONTRACTOR ENVIRONMENTAL HEALTH & SAFETY HANDBOOK



SINCE 1933



Contractor Environmental Health & Safety (EHS) Handbook

Orange County Water District
18700 Ward Street
Fountain Valley, CA 92708

ATTENTION: Orange County Water District (OCWD) Contractors

This handbook is designed to help you understand and comply with OCWD's Contractor Safety requirements.

This handbook is not intended to replace Federal, State or Local regulations regarding Contractor performance. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Contractor and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, and shall protect and indemnify OCWD, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree.

Your full support and cooperation are required to comply with all the regulations including those contained in this handbook. References to **“contractor”** shall also include subcontractors, vendors, consultants and the like. OCWD reserves the right to change or waive the policies and provisions herein contained, at any time at its discretion.

Questions regarding OCWD Contractor Safety Program should be directed to your project manager.

Thank You For Your Cooperation.

OCWD Management

This handbook is not intended to replace Federal, State or Local regulations regarding Contractor performance

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XXI.	CONTRACTOR’S ENVIRONMENTAL HEALTH & SAFETY (EHS) AGREEMENT	

I. CONTRACTOR SAFETY REVIEW

Prior to initiating any contract work at any OCWD facility, contractors must:

- Agree to follow the requirements set forth herein and all additional applicable Federal, State and local safety and environmental rules, regulations, ordinances and the like.
- Complete a Safety Review Process (to include pre-work orientation). OCWD Project Manager and Risk & Safety will evaluate the information and forms for approval to perform work at OCWD.

II. SECURITY

Trespassing: Contractors, sub-contractors and their employees must confine themselves to the immediate site of their work, except when traveling between site and entrance or other places where they may have proper business.

Parking / Motor Vehicles / Deliveries: Contractor employees are permitted to park only in designated areas. The on-site speed limit is 15 miles per hour. All traffic signs must be obeyed. Pedestrians have the right-of-way. Contractors must arrange with the OCWD representative for the on-site delivery of materials, equipment and tools required for work performance. Contractors must obtain permission from the OCWD representative prior to using loading docks and platforms.

Alcoholic Beverages / Illegal Drugs: Alcoholic beverages and illegal or controlled drug substances are strictly prohibited on all OCWD premises.

Firearms / Explosives: Firearms and ammunition are not permitted on OCWD property. Explosive power tools are permitted with prior written approval from OCWD Project Manager. Only employees who have been trained in the operation of the particular tool in use shall be allowed to operate a powder-actuated tool.

Emergency Alarms and Evacuation Routes: Contractors need to review the site evacuation map with the project manager and communicate the information to their staff.

Contractors Equipment: Contractors will supply all equipment, which will be maintained in good operating condition, for work required by the project. A contractor is not permitted to use forklift equipment, ladders, tools, etc. owned by OCWD.

III. EMERGENCY PROCEDURE



Emergencies that require a 911 call must be followed by a call to our internal emergency line for notification and building/area access for emergency personnel. **OCWD's internal emergency line is extension 3300 from an OCWD internal phone or 714-378-3300 from a cell phone.**

When the fire alarm sounds leave the building by the nearest safe exit and go to the designated assembly area to report your presence so you can be accounted for. Do not re-enter the building until the “All Clear” has been given by emergency personnel.

IV. GENERAL DRESS AND CONDUCT

Contractor personnel will wear suitable clothing consistent with facility requirements. Shorts, tank tops, sandals and open toed shoes are not permitted.

Contractor personnel will behave in a mature and professional manner. Horseplay, foul language, fighting, or harassment of any kind will not be tolerated.

V. FOOD, BEVERAGES AND DRINKING WATER

Not all water systems at OCWD facilities are potable or suitable for drinking. Contractor personnel shall not drink from any non-potable sources. Water obtained from drinking fountains, bottled water sources and fresh water dispensing units are acceptable.

Contractor shall provide its own water to employees as required by the Heat Illness Prevention Program.

Eating is permitted in vending areas, lunchrooms and designated areas. Food and drinks are not allowed in laboratory areas at any time.

VI. SMOKING



Smoking (including cigarettes, pipes, cigars, electronic cigarettes, vaporizers, and vape pens) is not permitted in any buildings, facilities, vehicles, or any other indoor work area, under any circumstances. Smoking shall also be prohibited within 20 feet of entryways and windows of buildings and facilities leased or owned by the District as well as within 50 feet of all confined spaces (i.e. sewers, manholes, sewer lift stations, vaults, reservoirs, etc.) *Cal/OSHA, §5148. Prohibition of Smoking in the Workplace.*

VII. HOUSEKEEPING

Contract personnel must maintain proper housekeeping practices while onsite. At the end of each day, contractors must remove all rubbish, equipment, tools and machinery and leave the area clean. OCWD will provide a designated location to set up trailers, craft equipment and materials. These areas must be kept clean and orderly. All materials and equipment, including tools and tool boxes, are to be stored within the areas designated by OCWD representatives.

Refuse burning, and/or open fires are prohibited.

Do not mix contractor generated waste with OCWD facility waste.

Contractors are required to cover and/or use plastic barriers, e.g., Visqueen, as appropriate, to protect sensitive computer, laboratory, and other equipment, furniture, flooring, and office areas where dust, dirt, debris, etc. can be generated from work activities involving ceiling tiles, drywall, flooring, saw cutting, jack-hammering and the like.

When generating dust indoors, (e.g. jackhammering, abrasive blasting, etc.) contractors must provide air filtration system or similar ventilation system to pull dust away from workers and occupied areas (similar to asbestos negative pressure ventilation).



VIII. UTILITIES AND SERVICES

Contractors must never dispose of paints, acids, caustics, cleaning agents, grease, or any other hazardous material down sinks, floor drains or storm drains.

All spills must be reported to the Risk & Safety Department immediately.

Contractors are not permitted to make connections to site electric, water, wastewater, steam, compressed air or other plant utilities without approval from the OCWD Project Manager.

No water may be used from any fire hydrants, fire standpipes or risers, or hose stations for any purpose other than to fight a fire.

New or modified electrical / plumbing and utility circuits must be identified and tagged. Prints are to be updated as any changes occur.

Electrical power, steam, water (hot, cold, chilled, etc.), natural gas, vacuum, etc. shall not be shut off to any equipment, machinery or other services without approval from the Project Manager.

IX. RISK & SAFETY INSTRUCTIONS

OCWD has developed safety procedures to protect our employees, visitors, contractors, community, facilities and the environment. Upon request, Contractors can be provided with in-house safety procedures applicable to their work. For further clarification on any of these rules or if requirements are not fully understood, contractors must contact the OCWD Project Manager or Risk & Safety Department.

OCWD site will be considered multi-employer site per Cal OSHA §336.10 and all contractors and subcontractors will be held accountable for safety of their own employees as well as OCWD employees. No shortcuts will be tolerated and we expect full cooperation from our contractors when it comes to safety compliance.

Safety policies and procedures must be followed at all times without exception. Safety concerns shall be reported directly to the OCWD Project Manager who must consult the Risk & Safety Department to resolve potential hazards or outstanding safety concerns and issues.

All work related injuries, illnesses, accidents and/or incidents must be reported to the OCWD Project Manager and to the Risk & Safety Department immediately.

X. SAFETY EQUIPMENT

Contractor's employees should use eyewash and safety showers in applicable emergency situations.

Obey all OCWD safety signs and hazard warnings including the use of safety

glasses/goggles in designated areas. Signs are posted for everyone's safety.

The use of appropriate signs (i.e., danger, wet floor, etc.) is mandatory where hazards exist to communicate and prevent accidents & injuries.

All overhead work must be roped off. Planking and scaffolds must be secured safely.

All open ditches, trenches, excavations, potholes and the like must be marked by barriers and signs.

Contractors must not remove any safety equipment (fire exit signs, fire extinguishers, safety mirrors, railings, chains, etc.) without prior approval from the Risk & Safety Department.

All ladders must meet the applicable regulatory requirements. Metal ladders are not to be use for electrical work or stored near electrical panels. It is prohibited for anyone to stand on the top two steps of any ladder.

XI. CUTTING, WELDING AND HOT WORK



A hot work permit must be obtained and signed daily from the Maintenance Department (or Control Room supervisor for after-hour/weekend work) for burning, welding, cutting, brazing, soldering and other work involving open flame or an electric arc per OCWD Fire Prevention Plan.

The permitted Hot Work area must be prepared and checked by the contractor prior to any welding and/or burning being performed. Inspection of the area should at a minimum include removing all combustible material from the area.

Proper safety equipment must be worn in the Hot Work process.

Fire watch must be performed by the contractor after the Hot Work and inspected by OCWD Maintenance Department or OCWD Inspector. Hot Work Permits must be returned to the Maintenance Department for fire watch signoff.

Hot Work Permits must be returned to the Maintenance Manager or designee for fire watch signoff and final checkup.

A Class ABC fire extinguisher MUST be nearby when there is Hot Work being performed.

Cal/OSHA, § 4848. Fire Prevention in Welding and Cutting

Cal/OSHA § 6777. Hot Work Permits

Cal/OSHA §1537. Welding, Cutting, and Heating of Coated Metals

Cal/OSHA § 1536. Ventilation Requirements for Welding, Brazing, and Cutting

XII. CONFINED SPACES



Contractor personnel are not permitted to enter any confined space at OCWD until approved by the OCWD Project Manager. Contractors are required to provide a copy of the following prior to entering Confined Spaces:

- Training documentation for those entering confined spaces
- Copy of completed entry permit

The OCWD Project Manager or designee will inform the contractor about known hazards of the confined space.

Contractor is required to inform the OCWD Project Manager of any hazards confronted or created in the confined space.

Confined Space Entry PERMIT and MONITORING must be completed prior to entry.

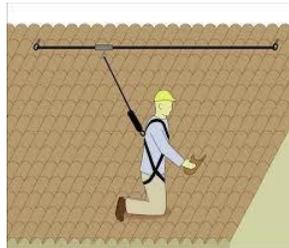
Permit-Required Confined Spaces means a confined space that has one or more of the following characteristics:

- Contains or has a potential to contain a hazardous atmosphere;
- Contains a material that has the potential for engulfing an entrant;
- Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section; or contains any other recognized serious safety or health hazard.

Examples of permit required confined space include but not limited to: tanks, manholes, vaults, pipes, and secondary containment pits.

Cal/OSHA §5157. Permit-Required Confined Space.

XIII. ROOF AND ELEVATED SURFACE WORK



No access to the roof is allowed without the OCWD Project Manager or the Maintenance Manager notice. No smoking is allowed on the roof. Communication such as a two way radio or cell phone is required. Contract employees are not allowed to work near unguarded skylights without fall prevention equipment.

- *Article 16. Standard Railings (Cal/OSHA Construction Safety Orders 1620 - 1621)*
- *Article 19. Floor, Roof and Wall Openings (Cal/OSHA Construction Safety Orders 1632 - 1633)*
- *Article 21. Scaffolds - General Requirements (Cal/OSHA Construction Safety Orders 1635.1 1637)*
- *Article 22. Scaffolds - Various Types (Cal/OSHA Construction Safety Orders 1640 - 1655)*
- *Article 24. Fall Protection (Cal/OSHA Construction Safety Orders 1669 - 1672)*
- *Article 2. Standard Specifications (Cal/OSHA General Industry Safety Orders, 3209 – 3239).*

XIV. LOCKOUT / TAGOUT



Contractor personnel must comply with all requirements of the OCWD Lockout / Tagout procedure when working on any system with potential energy from any source (electric, mechanical, hydraulic, steam, etc.).

OCWD designated Operations personnel, will place their lock first and will be the last person to remove their lock during a lockout process involving contractors. All contractors and personnel working on a locked out system must have their own locks. All locks must be applied for all workers and the system not restarted until the last lock is removed. It is forbidden for anyone to remove another person's lock.

CAL/OSHA §3314. The Control of Hazardous Energy for the Cleaning, Repairing, Servicing, Setting-Up, and Adjusting Operations of Prime Movers, Machinery and Equipment, Including Lockout/Tagout.

XV. COMPRESSED GASES



Contractor personnel must comply with all requirements for identifying, storing and safely using cylinders of compressed gases (air, oxygen, helium, acetylene, argon, hydrogen, nitrogen, liquid nitrogen, etc.). Free standing gas cylinders (unsecured) are not allowed on site. All gas cylinders must be used, stored and secured properly (i.e. chained, strapped)

Cal/OSHA §4650. Storage, Handling, and Use of Cylinders and Compressed Gases.

XVI. ASBESTOS



Contractors are prohibited from using any materials, supplies, or other objects that contain or may potentially contain asbestos or asbestos fibers.

Contractors who identify materials that are suspected of containing asbestos must immediately stop work and notify the OCWD Project Manager.

CAL/OSHA §1529. Asbestos.

XVII. FIRE PROTECTION



Self-closing safety cans with flame arrestors must be used with all flammable liquid of 5 gallons or more.

Fire protection and emergency equipment (fire extinguishers, pull alarms, exits, hydrants, etc.), must not be blocked with materials and equipment.

The use of portable gasoline-powered equipment within OCWD buildings and on the roofs of OCWD buildings is prohibited.

Approval from the OCWD Risk & Safety Department is required before temporarily obstructing roadways that could block the movement of emergency equipment, plant vehicles or agency (fire trucks, ambulances, police cars, etc.)

CAL/OSHA §3221. Fire Prevention Plan

XVIII. HAZARD COMMUNICATION



Contractors must provide Safety Data Sheets (SDS) of all chemicals that will be brought onsite to the Risk & Safety Department. Contractors must inform the OCWD Project Manager of any hazardous conditions which might arise in the performance of their job.

Safe chemical handling procedures must be used by contractor personnel to ensure exposure levels remain safe for all OCWD employees.

Personal Protective Equipment (PPE) specified and recommended in the SDS should be worn properly at all times the chemical(s) is in use.

CAL/OSHA §5194. Hazard Communication

XIX. PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT (PPE)



Contractor personnel will use PPE required for the job (e.g. eye protection with side shields, goggles, welding helmet, hearing protection, hard hats, and safety shoes, etc.). PPE will be worn in all posted areas or whenever hazards associated with the task being performed warrant further protection. Eye protection must always be worn when using hand or power tools and when working with chemicals.

Contractors are responsible for supplying their workers with the required PPE while performing work at OCWD.

CAL/OSHA §3380. Personal Protective Devices

BASIC SAFETY INSPECTION	Y	N/A
Eye protection worn when working with power tools and when possible contact with flying particles, hazardous substances, projections or injurious light rays and in designated areas (i.e. lab).		
Hard Hats worn in construction areas and where there is a potential for falling objects.		
Proper Attire worn (e.g. long pants and sturdy shoes or safety shoes) in required areas/construction sites.		
Hearing Protection worn in required areas or when noise is at or above 85 dB.		
Emergency Equipment & Exits are not blocked and easily accessible in case of an emergency.		
Aisles and Floors are kept free of obstruction that can cause slip, trip, & falls (e.g. cords, tools, equipment).		
Tools are put away and stored properly after usage.		
Safety Data Sheets provided for hazardous chemicals brought onsite.		
Hazardous Materials are clearly labeled in compliance with Hazard Communications & GHS requirements.		
Safety Signs and Barriers used as required.		
Protection of OCWD Property & Equipment during work (e.g. computers covered properly).		
Proper housekeeping maintained; area cleaned up at end of shift.		
Required Permits available (i.e. Hot Works, Confined Space).		
No live Electrical Work without I&E Manager approval.		
Lockout/Tagout specific procedure available and followed.		
Confined space permit and monitoring completed prior to entry into confined space.		
Asbestos containing materials are not brought onsite.		
Contractor employees are informed on OCWD emergency process & notification. Workers calling 911 must also call OCWD's emergency number: (714) 378-3300 to notify.		
Evacuation is required when the fire alarm is activated. Roll call will be conducted at the assembly area.		
Immediate Notification to OCWD project manager if FM-200 alarm is activated.		
Use of Portable Gasoline-Powered Equipment within and on the roofs of OCWD buildings is strictly Prohibited.		
Gas cylinders used, transported & stored properly (on carts & properly strapped to prevent tipping).		
Self-Closing Safety Cans with flame arrestors used for 5 gallons or more of Flammable liquids.		
Working at Heights (unprotected/unguarded above 48 inches) appropriate fall protection/guarding to protect against falls.		
Ladders inspected & used properly. NO Standing or working on the top cap or the step below the top cap of a stepladder.		
Excavation/Trenching permit for excavation 5 feet or deeper.		
Powered Industrial Vehicle operator's pre-use inspection completed and available upon request.		
Crane operators trained/certified as required.		
Traffic Control work comply with Cal/OSHA and Cal Trans requirements. This includes proper work zone set up and high visibility safety apparel for workers.		
Other:		

NOTE: *These are NOT intended to replace Federal, State, Local laws or Ordinances and Regulations regarding Contractor Environmental Health & Safety (EHS) performance. All work in areas where there is imminent danger to employees will cease until the dangerous condition is removed.*

CONTRACTOR'S ENVIRONMENTAL HEALTH & SAFETY AGREEMENT

I have read the information stated in the OCWD's Contractor Environmental Health & Safety Handbook. I understand that the information provided covers brief highlights of the OCWD's safety programs. It is my responsibility to review the updated programs and communicate the safety information & requirements to my employees.

I understand that the Contractor's Environmental Health & Safety Handbook is not intended to replace Federal, State or Local regulations regarding Contractor performance. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Contractor and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor (including contractor employees and subcontractors) shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify OCWD, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree.

Contractor Company _____

Contractor Name & Title
(Please Print): _____

Contractor Signature: _____

Date: _____

FORWARD A SIGNED COPY OF THE CONTRACTOR'S AGREEMENT PAGE TO RISK & SAFETY DEPARTMENT



EXHIBIT D-2

CONTRACTOR SAFETY PROGRAM

APPENDIX A: OCWD PRE-AWARD SAFETY REVIEW

(Safety & Project Manager Review at 65% Design Review)

Project Name	Date of Meeting
OCWD Meeting Attendees	Estimate Start Date

Describe project, potential impact & accommodation (dust, odor, noise, etc.) associated with the project/work:

1	Building Access Needed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	List specific area access:
2	Will hazardous waste be generated? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, list waste:		
3	Will chemicals be brought onsite? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, list chemicals:		
4	How will excess materials/wastes (hazardous or otherwise) be removed?		
5	Will Hot Work be performed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6	Will Noise exceed 85 dB?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7	Will PPE be required for this project? (if yes, list below in line #21)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8	Will work in confined space be required?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9	Will Lock out/tag out be required?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10	Will there be any demolition activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11	Will there be elevated work requiring Fall Protection?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12	Will the use of cranes (e.g. Hoisting/Rigging) be required?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
13	Will Trenching (over 5 feet)/Excavation be required?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
14	Will heavy equipment (e.g. dozer) be used?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
15	Will work on electrical systems/equipment be performed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
16	Will Traffic Control be required for work on Public Roadway?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
17	Will scaffolding/ladder/Platform be used?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
18	Will work affect the fire detection/suppression equipment system?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
19	Will work interrupt the emergency equipment use/accessibility? (Alarms, Eyewashes, Exhaust ventilation, Phone service, Egress routes)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
20	What equipment & tools will be used for this project?		
21	List the type of PPE needed for the project?		

APPENDIX B: CONTRACTOR REQUIRED INFORMATION FORM

Part 1: To Be Completed By Contractor: (Complete and provide required information)

- Contractor's Name: _____
- Contractor's License (copy of license) _____
- Experience Modification Rate (EMR rating from insurance company).
If ≥ 1.25 please provide reason for rating: _____
- Copy of 3 Years of OSHA 300A Annual Summary (If greater than 10 employees)
- How many serious injuries and/or fatalities has your company had in the last 3 years: _____
- How many Regulatory Violations (Cal OSHA Citations) has your company had in the last 3 years? _____

Part 2: To Be Completed By Contractor - SAFETY PROGRAM SECTION

NOTE: Safety Programs must be available to OCWD upon request	YES	NO
Does your company maintain a written Injury Illness Prevention Program (IIPP) in accordance with GISO, Title 8, Section §3203 or §1509 and Labor Code (LC §6401.7)? If yes, where is the documentation maintained? _____		
Does your company maintain documentation on employees' IIPP training? If yes, where is the documentation maintained? _____		
Does your company maintain "Code of Safe Practices" documentation? [Title 8, §1509(b)] If yes, where is the documentation maintained? _____		
Does your company maintain disciplinary documentation for unsafe behavior of employees or subcontractors (if applicable)? [Title 8, §3203 or §1509] If yes, where is the documentation maintained? _____		
Does your company maintain a documented Hazard Communication Program that complies with GHS Labeling and Safety Data Sheets (SDS)? [8 CCR §5194] If yes, where is the documentation maintained? _____		
Does your company maintain inspection records and written evidence that safety and health concerns have been reviewed and corrective actions taken? [LC§6401.7(b) and (D)] If yes, where is the documentation maintained? _____		
Are procedures for communicating critical (hazardous) job activities (Job Safety Plan) written and reviewed with all employees and subcontractors? [LC 6401.7(a)(5)] If yes, where is the documentation maintained? _____		
Does your company have a written accident investigation program in which all accidents/incidents (including those of subcontractors, if applicable) are investigated and corrective action implemented? [8CCR §3203(a)(5) and (b) or §1509] If yes, where is the documentation maintained? _____		
Does your company have a written Emergency Action Plan that is communicated to employees and subcontractors? (i.e., medical, fire, chemical spills, etc.)? [8 CCR §3220] If yes, where is the documentation maintained? _____		

APPENDIX B: CONTINUED

Is documentation on file and available for review to verify that training and safety meetings have been completed (and subcontractors, if applicable)? [LC §6401.7(c) and 8CCR §1509(e)]
 If yes, where is the documentation maintained? _____

Part 2 Continued: PROJECT SPECIFIC SAFETY PROGRAMS	YES	NO
---	------------	-----------

Do you have a written Confined Space Program that includes pre-entry monitoring, pre-entry permit, and employee training? [T8 CCR §5157]
 If yes, where is the documentation maintained? _____

Do you have a written Electrical Safety Program? Can you provide documentation for employee training? [T8 CCR §2700 - §2989 and T8 CCR §2299 – §2599 and NFPA 70E]
 If yes, where is the documentation maintained? _____

Do you have a written Fall Prevention Program that includes training and personal protective equipment? Can you provide documentation for employee training? [T8CCR §1671.1]
 If yes, where is the documentation maintained? _____

Do you have a written Trenching/Excavation Program that includes employee training? [T8CCR §1541.1]
 If yes, where is the documentation maintained? _____

Do you have a written Lockout/Tagout Program that includes employee training & documentation? [T8 CCR §3314(j)]
 If yes, where is the documentation maintained? _____

Do you have a Hot Work Program that includes employee training & documentation? [T8 CCR 4848]
 If yes, where is the documentation maintained? _____

Do you have a Traffic Control Program that includes employee training & documentation? [T8 CCR, Construction Safety Orders, Article 11, 1597 – 1599]
 If yes, where is the documentation maintained? _____

Other applicable programs: _____

Comments:

Contractor Representative's Name (print)

Contractor Representative's Signature

Date Signed:

A bidder's failure to respond affirmatively to the questions listed in the "Safety Program Section" of Appendix B that are applicable to the work shall be grounds for the District to reject the bid as non-responsive.

APPENDIX B: FOR OCWD INTERNAL USE ONLY

Part 3: To Be Completed By Purchasing Department

Verify and complete the following:

Contractor's Name: _____

Contractor's License (Current, On File & Reviewed Quarterly) _____

Certificate of Insurance (Current, On File & Reviewed Quarterly) _____

Experience Modification Rate (EMR rating) _____

If ≥ 1.25 please provide reasons for rating

(<1.0 = BETTER THAN AVG; 1.0 = INDUSTRY AVG; >1.25 = less than avg. & targeted by CAL OSHA)

3 Years of OSHA 300A Annual Summary (If greater than 10 employees)

How many serious injuries and/or fatalities has your company had in the last 3 years: _____

How many Regulatory Violations (e.g. Cal OSHA Citation) has your company had in the last 3 years: _____

Verify History of Regulatory Violations (**REVIEW [WWW.OSHA.GOV](http://www.osha.gov) to ENSURE THERE ARE NO VIOLATIONS/CITATIONS FOR THE PAST 3 YEARS**) If violations are found please document specific reasons for violations/citations: _____

Forwarded completed and signed copies of Appendix B to Risk & Safety Department.

APPENDIX C: POST AWARD EHS REVIEW PACKET

PART 1: Contractor Orientation

CONTRACTOR SAFETY CHECKLIST & ORIENTATION			
Contractor Name:			
Meeting Date:			
Duration of Project Services:			
Project Name & Start Date:			
Contractor's Main Onsite Representative:			
Print Name:		Signature:	
Method(s) of communication:	<input type="checkbox"/> On-Site Office		<input type="checkbox"/> Cell
OCWD Project Manager:			
Method(s) of communication:	<input type="checkbox"/> Office #		<input type="checkbox"/> Cell
<p>Instructions: Check "yes" when requirements are applicable and arrangements/details have been discussed/ reviewed. Check "no" if not applicable to work area or scope of project/service. Orientation must be completed before work begins.</p> <p>Distribution: Please forward this Contractor Safety Checklist form to the applicable Director and Project Manager.</p>			
1	Building Access?	<input type="checkbox"/> Yes <input type="checkbox"/> No	List specific area access: _____
The following discussed with contractor representative(s):			
2	Emergency Procedures, 3300 and Assembly areas?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3	Spill/Leak reporting procedures?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4	Required SDS's for all Hazardous materials?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5	Will hazardous waste be generated?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6	Removal of excess materials/wastes (hazardous or otherwise)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7	Welding/Cutting/Open flames? (Review Hot Work/Permit Procedure)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8	Noise (louder than 85 dB)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9	Personal protective equipment needed for the project?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10	Work in confined space(s) (Program review required)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11	Lock out/tag out? (Program review required)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12	Demolition Activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13	Work area/activities requiring Fall Protection?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
14	Heavy lifting/Hoisting/Rigging?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
15	Trenching (over 5 feet)/Excavation?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

APPENDIX C: CONTINUED

PART 2. ACKNOWLEDGEMENT OF CONTRACTOR REQUIREMENTS

Contractor Name: _____ Company: _____

Project Manager: _____ Date: _____

CONTRACTOR REQUIREMENTS <i>This Form Will Also Be Used By OCWD For Inspections</i>	Y	N	CORRECTIVE ACTION
Safety Glasses/goggles worn in required areas (i.e. lab). Eye protection worn when working with chemicals and power tools/equipment.			
Hard Hats are worn in construction areas and where there is a potential for falling objects.			
Proper Attire worn – Long Pants and Safety Shoes in required areas (i.e. construction).			
Hearing Protection worn in required areas or when noise is at or above 85 dB			
All Emergency Equipment & Exits are accessible at all times.			
Aisles and Floors are kept free of obstruction and debris that may cause a slip, trip, and fall hazard.			
Tools are put away and stored properly after use.			
Prior to bringing Chemicals on site, Risk & Safety Manager will be provided with Safety Data Sheet(s).			
Hazardous Materials are clearly labeled in compliance with the GHS requirements.			
Safety Signs and Barriers are brought and used as required and in construction areas.			
Contractor ensures Protection of OCWD Property and Equipment.			
Contractor Brings all required Housekeeping Equipment for cleanup after completion of work.			
Contractor Obtains Permits where appropriate (i.e. Hot Works).			
Electrical Work is reviewed with the Project Manager and I&E Manager prior to start date.			
Lockout/Tagout work reviewed with Project Manager to ensure compliance with OCWD Lockout program.			
Electrical Panels are De-Energized and Locked Out prior to performing electrical work.			
Confined space permit and monitoring completed prior to entry into confined space.			
Asbestos containing materials are not brought onsite.			
Contractors are to report emergencies that occur on OCWD property immediately to the OCWD internal emergency number by calling 714-378-3300.			
Evacuation is required when the fire alarm sounds. Use the nearest safe exit, and proceed to assembly area for roll call.			
The Use of Portable Gasoline-Powered Equipment within and on the roofs of OCWD buildings is Prohibited.			
Gas cylinders must be used & stored properly (cylinders properly strapped to prevent tipping).			
Self-Closing Safety Cans with flame arrestors must be used for 5 gallons or more Flammable liquids.			
Evaluate elevated work over 6 feet for fall protection.			
Comply with Ladder Safety requirements to include pre-use inspection. NO Standing or working on the top cap or the step below the top cap of a stepladder.			

NOTE: *These are not intended to replace Federal, State, Local laws or Ordinances and Regulations regarding Contractor Environmental Health & Safety (EHS) performance.*

I have read, understood, and will observe all Federal, State, Local laws, Ordinances and Regulations including those pertaining to EHS requirements while conducting contract work at OCWD.

Contractor Signature

Date

APPENDIX D: NOTICE TO CORRECT

Your attention is directed to the issue pertaining to the following described site and your responsibility to utilize procedures in accordance with the applicable Federal, State, Local laws, Ordinances and Regulations including Construction Safety Orders.

Project Title:	Location:
Contractor Firm Name:	Observation Date:
Contractor Representative/Contact Person:	Issued by: _____ Date: _____ Time: _____

Note: All work posing imminent hazards must be stopped immediately and corrected prior to resumption of the associated activity.

Description of Issue: _____

Actions Taken: _____

Comments: _____

(Contractor Representative Name)

(Contract Representative Signature)

(Date)

“NOTICE TO CORRECT” form can be completed by OCWD Inspector, Project Manager, Risk & Safety and other applicable staff

APPENDIX E: POST PROJECT EVALUATION

Risk & Safety and the Project Manager will review and complete a Contractor Post Project Evaluation:

1. Where there any significant safety issue/risk?

2. What was done to mitigate the safety issue/risk?

3. Why did the safety issue/risk occur?

4. What corrective action(s) will be implemented to prevent this issue/risk from occurring again?

CONTRACTOR RATING:

Poor

Below Average

Average

Outstanding

OCWD Project Manager

Date

OCWD Risk & Safety

Date



EXHIBIT E

SAMPLE WORK ORDER AUTHORIZATION



WORK ORDER AUTHORIZATION

DATE: ****

TO: ****
Attention:
Address:

FROM: Orange County Water District

WORK DESCRIPTION: Work Order No. *** to Agreement No. ****

- Example

COST ESTIMATE: Per Letter dated **** attached hereto.

- Work Order has a value not to exceed \$****.

DATE REQUIRED:

- As scheduled by OCWD Project Manager.

ORANGE COUNTY WATER DISTRICT

Requested by:

Name

Date

APPROVED:

Name

Date

John C. Kennedy

Date

ACCOUNT NO. _____



ATTACHMENT NO.1

RFP SUBMITTAL CHECKLIST

ATTACHMENT NO.1

Request for Proposals (RFP) Submittal Checklist

The following submittals shall be completed and submitted with each Proposal package (see table below for the “Required Submittal Checklist.”). This table has been provided as a convenience for proposers to use as a reference only. Ultimately, it is the Proposer’s sole responsibility to ensure that their proposal complies with all requirements of the RFP and all the required submittals are included in the Proposal package before it is formally submitted to WRD. Proposals may be deemed nonresponsive if they do not respond to all areas specified in the RFP.

Item No.	Required Submittal Checklist	Check (v)
1	One signed (1) Proposal package including:	
2	Title Page	
3	Cover Letter	
4	Table of Contents	
5	Company Background	
6	Contractor License and DIR Contractor Registration	
7	Experience and Record of Past Performance	
10	Price Proposal (Exhibit A-2)	
13	Contractor Safety Program <ul style="list-style-type: none"> • Contractor Environmental Health and Safety Agreement form (Exhibit E-1) • Appendix B: Contractor Required Information Form (Exhibit E-2) 	
14	Safety Manual	
15	Copy of Quality Control Plan	
	Statement of Insurance Compliance (Exhibit C) <ul style="list-style-type: none"> • A statement accepting the requirements stated in Section 6 of the RFP. 	
16	OCWD Standard Contract (Exhibit C) <ul style="list-style-type: none"> • A statement accepting the requirements stated in Section 6 of the RFP. 	
18	Billing <ul style="list-style-type: none"> • A statement accepting the requirements stated in Section 6 of the RFP. 	
19	Conflict of Interest	
21	Addenda Acknowledgement Forms (if applicable)	