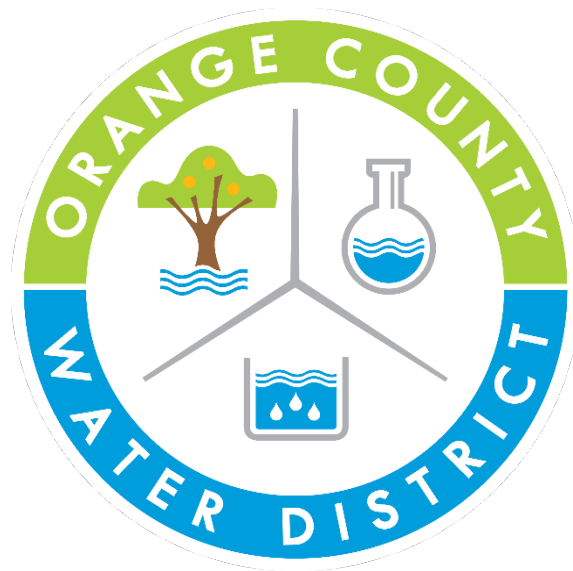


ORANGE COUNTY WATER DISTRICT

**INVITATION FOR QUOTES
IFQ-24-002**

**FOR
ANAHEIM LAKE SOIL BORINGS**

ISSUED: May 22, 2025



QUOTES DUE:

June 25, 2025

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OCWD IFQ-24-002- ANAHEIM LAKE SOIL BORINGS

The Orange County Water District (“OCWD” or “District”) is seeking cost quotations from qualified and experienced firms to complete the Anaheim Lake Soil Borings. The work is expected to commence after all required documents have been received upon Agreement execution and a Notice to Proceed is issued. This Invitation for Quote (IFQ) describes the required scope of services, the information that must be included in the quote, and the quote selection process. Bidders are encouraged to carefully review this IFQ in its entirety prior to submitting their quotes. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification. For the purpose of this IFQ, the term “Bidder” shall refer to any entity submitting a quote in response to this IFQ, and the term “Contractor” shall refer to the successful Bidder selected for the contract subject to this IFQ.

1. Introduction

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 bidders.

IFQ Issued	May 22, 2025
Pre-Quote Meeting (optional)	June 3, 2025 @10:00 AM PT
Questions Due Date	June 10, 2025 @ 2:00 PM PT
Quotes Due	June 25, 2025 @ 2:00 PM PT
Agreement Award Date:	July 2025
Field Work:	September 1 – 19, 2025

2.1. Optional Pre-Quote Meeting

The pre-quote meeting will be held on June 3, 2025. Firms interested in submitting quotes are encouraged to attend the pre-quote meeting. The meeting will be held at the District office, 18700 Ward Street, Fountain Valley, Ca. In addition, participants can join the meeting via Zoom service.

Link to the meeting: <https://ocwd.zoom.us/j/86222485917>

Meeting ID: 862 2248 5917

Passcode: 632868

2.2. Questions Concerning Invitation for Quotes

All questions regarding the IFQ must be submitted in writing before the deadline due date of June 10, 2025 by 2:00PM PT. All questions must be titled “**Question – IFQ-24-001 Anaheim Lake Soil Borings**”. Responses to questions received from prospective bidders 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/IFQ-contracts/>. The Q&A table will be updated regularly as questions are received from prospective bidders. Questions received after the questions due date will not be considered.

Attention: Ashlie Valencia, Contracts Administrator

Email: procurement@ocwd.com

2.3. Deadline for Quotes

Two (2) hard copies of the quote must be received in a sealed envelope by OCWD no later than **June 25, 2025 at 2:00 PM** or such later time that OCWD may announce by an addendum at any time prior to the quote deadline. The envelope shall be plainly marked on the exterior “Quote for **IFQ-24-002 Anaheim Lake Soil Borings**” and with the name, company name, and address of the bidder.

Quotes 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 quote 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 Bidder’s responsibility to ensure that quotes are received prior to the submittal deadline. Quote packages should also include all signed Acknowledgment of Addendum forms that may be issued by OCWD as part of this IFQ process, as further described below. Quotes 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 quotes 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 quotes.

2.4. Pre-Submittal Activities

The District reserves the right to revise the IFQ prior to the date of the Quote submittal

deadline and reserves the right to issue a written Addendum or Addenda to provide further clarification or make revisions or corrections to the IFQ. All Addenda will be issued via <https://www.ocwd.com/working-with-us/RFP-contracts/> for all interested Bidders. If an Addendum is necessary within 72 hours of the Quote submittal deadline, or for any other reason deemed appropriate by the District, the District, at its discretion, reserves the right to extend the Quote submittal deadline.

Any Addendum issued must be acknowledged by the Bidder by signing and submitting the "Acknowledgment of Addendum" form that will be provided with each Addendum. All Acknowledgment of Addendum forms must be submitted to OCWD as part of Quote package that is submitted by the Quote submittal deadline. Failure to acknowledge any Addenda may result in the Quote being considered nonresponsive and subject to rejection.

The Bidder shall be responsible for ensuring that its Quote reflects any and all Addenda issued by the District prior to the submittal due date. Therefore, the District recommends that prospective bidders check the OCWD website periodically for this IFQ prior to making their submission.

3. Project Background and Description

Anaheim Lake is OCWD's oldest recharge basin which was brought online in 1961. Although a high-performing facility, data that suggests a fine-grained sedimentary layer below the basin bottom is causing groundwater mounding. Because of this, District Staff intends to drill soil borings to confirm the depth, thickness, and characteristics of this layer, which will aid in evaluating the potential to increase the recharge basin capacity if a portion of this layer is removed. This work is a part of OCWD's Resilience Plan Priority Project No. 12, Anaheim Lake Recharge Basin Rehabilitation Project.

4. Scope of Work

The selected Contractor shall furnish all labor, materials, equipment, and incidentals required to complete the Anaheim Lake Soil Borings. See **Exhibit A-1**, attached at the end of this IFQ for details of the Scope of Services. A boring location map and a site picture are provided in **Exhibit A-3**.

5. General Information

As more particularly set forth in the Services Agreement attached as **Exhibit B**, the selected Contractor shall be required to provide quality service in accordance with industry standards and contractor safety. The firm must demonstrate experience with the type of anticipated work and must be dependable and 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 policies.

5.1. Minimum Qualifications

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

- Experience drilling similar soil borings

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 bidder shall review and sign the required documents provided in **Exhibit C**, which describes OCWD's Contractor Safety Program Requirements (**Exhibit C-1**) and Appendix forms (**Exhibit C-2**) that are required to be filled out by the Contractor at time of the quote 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

California law, including but not limited to Labor Code 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 Bidders must expressly agree to be responsible for compliance with all Prevailing Wage Laws applicable to the work performed.

Successful Contractors to whom an Services 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 (DIR) 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 Bidders are independently responsible for reviewing and assuring compliance with the same.

5.4. DIR Contractor Registration

Bidders submitting quotes to this IFQ must be registered with the DIR prior to submitting a quote 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, bidders are alerted that the project is subject to compliance monitoring and enforcement by the DIR.

5.5. Certified Payroll Reporting

Without limiting any other provision of the Prevailing Wage Laws, the Contractor to whom a Services Agreement is awarded hereunder, and any subcontractors, must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system, and supply a copy to the District. It shall be the Contractor and any subcontractor to comply with its obligation under this Section. Payment for the work will be withheld until the DIR reporting is up to date.

Certified payroll records must be submitted at least monthly (within a month after the end of the payroll period) or more frequently if more frequent submission is required by the District. The best practice is to submit the records weekly or at the conclusion of each payroll period. 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.

6. Elements of Quote

To provide a degree of consistency in the review of the written Quotes, Bidders are required to include the following content in their Quotes. The information required below will be used to evaluate each Quote for responsiveness. Quotes may be deemed nonresponsive if they do not respond to all areas specified below.

Quotes shall be prepared simply and economically, providing a straightforward and concise description of how the Quote has satisfied all the requirements of this IFQ. 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 Quote. The Quote shall be of such scope and depth to sufficiently describe and demonstrate the Bidder's

understanding of and approach to the project.

6.1 Title Page

The Bidder should identify the IFQ title, name and title of the firm's contact person, address, telephone number, fax number, email address, and date of Quote submission.

6.2 Cover Letter

A principal of the Bidder authorized to commit the Bidder to the requirements of the IFQ 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 Bidder'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 IFQ. 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 IFQ.

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

Bidders must be registered with the DIR pursuant to the requirements of Sections 1725.5 and 1771.1 of the California Labor Code prior to submitting a Quote. The Bidder must provide their DIR reference number and expiration date and a copy of its contractor license issued by the State of California that is (C-57).

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

6.4 Experience and record of past performance.

Bidders must provide a minimum of three (3) references from other municipal, city, or county governmental agencies for which the Bidder has recently or is currently providing Sonic Borehole drilling that is equivalent or greater in scope as being required in this IFQ. Bidders shall indicate the scope of work, date, contract amount, and the name, email address, and telephone number of the client contact. Bidders shall further 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 bidder may also be submitted for consideration. The District at its discretion may contact the references for additional information.

6.5 Price Quote

Please complete the Cost Quote Sheet that is attached in **Exhibit A-2** for the Scope of Work. It is expected that the indicated rates will remain in effect for the duration of the Services Agreement term unless otherwise specified and approved by OCWD.

6.6 Statement of Insurance Compliance

Bidder shall provide a statement that it will meet the insurance requirements that are listed the Services Agreement. OCWD will request the insurance forms and associated documentation when OCWD provides notice that the Services Agreement is awarded.

6.7 OCWD Contractor Safety Program

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

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

6.8 Safety Manual

Contractor must include in their Quote a copy of its safety manual that meets requirements for their injury and illness prevention program. The selected Contractor shall submit to OCWD Bidder's Quality Control Plan, in hard-copy or electronic copy upon award of a Services Agreement.

6.9 OCWD Standard Agreement

Bidders shall provide a statement that the Bidder accepts OCWD's form of Services Agreement attached hereto as **Exhibit B**. Bidders responding to this IFQ 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 Bidder who fails to comply with this requirement, and to exclude the Bidder from future procurement where applicable. The Services Agreement shall be executed by the Contractor within ten (10) calendar days of receipt of OCWD's Notice of Intent to Award letter to the Contractor.

6.10 Billing

Bidders shall provide a statement that it will meet the minimum requirements specified in this Section.

OCWD will provide reporting requirements to the selected Contractor, and the selected Contractor 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. At a minimum, invoices shall include the Services Agreement Number and Purchase Order Number (PO). It shall be the responsibility of the Contractor and any subcontractor performing work on the project to comply with its obligation under the certified payroll reporting requirement by the DIR. Payment for the work will be withheld until the DIR reporting is up to date.

6.11 Conflict of Interest

Bidders shall provide a statement that the Bidder, individuals employed by the Bidder, or firms employed by or associated with the Bidder, do not have a conflict of interest under applicable law with OCWD or the project. The Bidder 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 Bidder shall inform the District immediately. Bidders are subject to disqualification on the basis of a conflict of interest as determined by OCWD. Submission of a Quote serves as an affirmation by the Bidder that it does not have a conflict of interest with OCWD or the Project.

7. Quote Submission Requirements

7.1. Quote Submittal Procedures

It is the Bidder's responsibility to ensure that Quotes are received prior to the submittal deadline. Quote packages should also include all signed Acknowledgment of Addendum forms that may be issued by OCWD as part of this IFQ process, and all other items required by the IFQ.

The District will not be responsible for the proper identification and handling of any Quotes submitted incorrectly. Late Quotes, late modifications, or late withdrawals will not be considered under any circumstances. Faxed or emailed Quotes will not be accepted. There will be no formal opening of the received Quotes

7.2. Quote Preparation Costs

This solicitation does not commit the District to award any work nor to pay any costs incurred from the preparation of Quotes. Bidders will be solely responsible for all costs and expenses incurred during the selection process, even in cases where the Bidder is selected for award.

8. Selection Process

The lowest responsive and responsible Bidder will be awarded the Services Agreement in accordance with applicable laws and OCWD's Policies and Procedures. OCWD reserves the discretion to (i) decline to award any Services Agreement, (ii) reject any or all Quotes deemed by OCWD to be non-responsive or to be submitted by a non-responsive Bidder, and/or (iii) reject all Quotes and readvertise the project pursuant to any procurement method permitted by applicable law and OCWD's Policies and Procedures.

9. Special Conditions

9.1. Reservations

This IFQ does not commit the District to award a contract, to defray any costs incurred in the preparation of a Quote pursuant to this IFQ, or to procure or contract for any work. OCWD reserves the discretion to (i) decline to award any Services Agreement, (ii) reject any or all Quotes deemed by OCWD to be non-responsive or to be submitted by a non-responsible Bidder, and/or (iii) reject all Quotes and readvertise the project pursuant to any procurement method permitted by applicable law and OCWD's Policies and Procedures.

9.2. Public Records

All Quotes submitted in response to this IFQ become the property of the District and are public records and as such may be subject to public review regardless of whether any material in such Quotes is labelled as confidential, privileged, or proprietary, or otherwise protected.

9.3. Right to Cancel or Revise

The District reserves the right to cancel or revise, for any or no reason, in part or in its entirety, this IFQ including but not limited to: solicitation schedule, submittal date, and submittal requirements. If the District cancels or revises the IFQ, the District will issue an Addendum on its website. Posting the Addendum on the District's website will be the only notification to Bidders. It is the Bidder's responsibility to check the OCWD website periodically prior to making their quote submission.

9.4. Additional Information

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

9.5. Public Information

Bidders shall not disclose to any third party any of the information provided by OCWD in connection with the project or this IFQ absent express prior written approval of OCWD. Requests for public records should be directed to OCWD for processing in compliance with applicable law.

9.6. Equal Employment Opportunity and Affirmative Action Requirements

Bidders shall provide a Statement of Equal Employment Opportunity/Affirmative Action. The selected 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 to the extent 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.

EXHIBIT A

Scope of Services and Cost Quote Sheet

Exhibit A-1



ANAHEIM LAKE SOIL BORINGS

Quotes Due: June 25, 2025

**SCOPE OF SERVICES
ANAHEIM LAKE SOIL BORINGS**

SECTION 1 - SCOPE OF WORK SUMMARY

A. Description

This work involves the drilling, sampling, and abandonment of seven (7) soil borings located on Orange County Water District (OCWD) Property in OCWD recharge basin Anaheim Lake in the City of Anaheim. Each borehole will be drilled to a maximum anticipated depth of approximately 100 feet below ground surface (bgs) via the rotary sonic drilling method. Upon completion of drilling and sampling, each borehole shall be abandoned via back-fill with gravel.

The recharge basin will be empty and dried prior to start of work. OCWD staff will grade access roads to each borehole location. The recharge basin will be put back in service and receiving water near the end of September, therefore, all soil boring work must be completed within the first three (3) weeks of September 2025.

Based on lithologic logs of wells around the facility and a geophysical survey conducted in the basin, there is a fine-grained sedimentary layer located approximately 40 feet below the basin bottom. The fine-grained sedimentary layer is thought to be approximately 20 feet thick. The purpose of the soil borings is to further define the lateral extent, depth, thickness, and physical properties of the fine-grained layer.

The work shall be performed as specified in this Scope of Services and is generally described as supplying all labor, equipment, materials, and forces necessary to complete work on drilling, sampling, and abandonment of seven (7) soil borings. The project location is shown in Figure 1.

The boreholes shall be drilled using a rotary sonic drilling rig capable of attaining the desired borehole diameter and depth. All back-fill materials shall be new and clean prior to delivery on-site. Construction and equipment substitutions require written notification at the time of bid and shall not be accepted anytime thereafter, unless by written authorization from OCWD. Drilling, sampling, and abandonment will generally include, but not be limited to, the following:

1. Obtain a Well/Boring Permit from the City of Anaheim.
2. Adhere to Driller's safety guidelines and the Drilling Health and Safety Plan.
3. Drill a 4- to 10-inch diameter borehole by the sonic drilling method to a depth of 100 feet below ground surface (bgs) or as directed by the

Geologist.

4. Collect continuous core samples using a sonic drill core for the total depth of the borehole.
5. Furnish and install gravel backfill to abandon the borehole.
6. Maintain site during construction and perform final site clean-up and restoration.
7. Provide all records, as required.

B. Protection and Restoration of Existing Facilities

The boreholes will be located on OCWD property in OCWD's Anaheim Lake Recharge Basin. The Contractor is responsible for protecting public and private properties adjacent to the work areas and will exercise due caution to avoid damaging such properties. The Contractor shall repair or replace all existing improvements that are damaged or removed as a result of its operations. Such improvements include, but not limited to, concrete slabs, curbs, gutters, pipelines, pavements, utility installations, structures, etc. Repair and replacements will be at least equal to existing improvements and will match them in finish and dimension.

The Contractor is responsible for stockpile of drill cuttings adjacent each borehole as directed by the Geologist.

C. Submittals

1. City of Anaheim Well/Boring Permit
2. Contractor shall submit the name and qualifications of any subcontractors needed to perform the well construction activities to the Geologist within 10 days before mobilization.

SECTION 2 – SITE CONDITIONS AND GEOLOGY

A. Site Conditions

Borehole drilling will be conducted within OCWD recharge facility, Anaheim Lake. Prior to start of work, the lake will be drained and dried. Access roads to each borehole location will be graded by OCWD staff. Heavy equipment will be available on-site should drilling equipment and support trucks need assistance.

B. Geology

Geology of the site is typical of Orange County consisting of sand gravel, occasional boulders and beds of silt and clay. Based on lithologic logs of wells around the facility and a geophysical survey conducted in the basin, there is a fine-grained sedimentary layer located approximately 40 feet below the basin bottom. The fine-grained sedimentary layer is thought to be approximately 20 feet thick. The purpose of the soil borings is to further define the lateral extent, depth, thickness, and physical properties of the fine-grained layer. Depth to water is anticipated to be close to the bottom of the recharge basin.

SECTION 3 - MOBILIZATION, DEMOBILIZATION, AND SITE CLEAN-UP

PART 1 - GENERAL

A. Description

This section includes the mobilization and demobilization of equipment, material, and personnel to the Project site, and site restoration/clean-up.

B. Related Work Specified Elsewhere

Temporary Facilities.

PART 2 - MATERIELS

A. Backfill Gravel

3/8-inch washed gravel.

PART 3 - EXECUTION

A. Mobilization and Demobilization

Mobilization and demobilization shall include the transportation of personnel, equipment, materials, and operating supplies to and from the Project site; establishment of portable sanitary facilities; and other preparatory work at the well site, as site as all work necessary to conduct drilling, sampling, and abandonment operations. The Project site is located on OCWD property in the City of Anaheim.

The Contractor shall obtain a City of Anaheim Well/Boring Permit prior to mobilization.

No stand-by time will be allowed during the mobilization and demobilization phase of the work.

B. Site Restoration and Clean-up

Contractor shall provide all equipment and personnel to restore the site as required.

1. Site Restoration

Demobilization and site restoration shall include, but is not be limited to arranging soil cuttings in one pile (stockpile) adjacent to each soil boring. OCWD staff will dispose of all soil cuttings.

All restoration work will be deemed acceptable and completed upon approval by the Geologist.

Contractor will be responsible for protecting public and private properties adjacent to the work area, and will exercise due caution to avoid damage to such properties. Contractor will repair or replace all existing improvements that are damaged or removed as a result of their operations. Such improvements include concrete slabs, curbs, gutters, pipelines, pavements, utility installations, structures, etc. Repair and replacements will be at least equal to existing improvements and will match them in finish and dimension. Repair or replacement of existing features damaged due to Contractor's negligence (i.e. diesel or hydraulic leaks or spills) shall be the sole responsibility of the Contractor.

2. Non-hazardous Materials

NOT USED.

3. Hazardous Materials

Generation of hazardous materials by Contractor during the course of work caused by their negligence (e.g., oil, and/or hydraulic spills or leaks) shall be cleaned, removed, and properly disposed at the sole cost of Contractor. Any materials suspected of contamination due to Contractor's negligence will be submitted by Contractor to a state-certified laboratory for analysis at Contractor's expense. The sample shall be analyzed by approved state and/or federal methods to determine if the sample contains hazardous materials. OCWD reserves the right to request additional testing if the methods requested by Contractor are insufficient to determine the types of potentially hazardous materials. Tests must be run within 24 working hours of suspected contamination. Contractor shall properly dispose materials that contain contaminant levels in excess of state or federal disposal standards within 48 working hours of receiving test results. This includes preparation of a hazardous materials disposal manifest by Contractor; and Contractor, not OCWD, shall be listed as the hazardous waste generator on all manifests. Contractor shall provide OCWD a copy of the initial manifest and the final manifest received at the disposal site.

C. Final Inspection

The Geologists shall inspect the Project site following completion of all site clean-up and restoration work by Contractor. Contractor shall also be present to acknowledge any items that require additional work to make the site acceptable to the OCWD Geologist.

SECTION 4 - TEMPORARY FACILITIES

PART 1 - GENERAL

A. Contractor's Equipment

1. General

All equipment supplied by Contractor shall be available for inspection by the Geologist prior to the beginning of drilling operations. If, in the opinion of the Geologist, any equipment is not suitable for drilling operations, either because of mechanical problems, excessive noise, deviation from the specifications, or the build-up of substances that could cause borehole contamination (i.e. from oil, diesel, hydraulic leaks or exhaust residue, etc.), Contractor shall adjust, replace or properly decontaminate such equipment at its own expense.

2. Sonic Drilling Rig

Contractor shall provide and operate the sonic drilling rig for the construction of the monitoring well and all associated tools, accessories, power, fuel, materials, supplies, lighting, water, and other equipment, using trained and experienced personnel necessary to conduct safe and efficient drilling operations. The sonic drilling rig shall be in good condition and have sufficient capacity to drill a 4- to 10-inch diameter telescoping boring to an anticipated depth of 100 feet bgs and abandon the borehole with gravel.

3. Pipe, Core Barrels, and Drill Rods

Pipe, core barrels, and drilling rods shall be in good condition and shall be steam-cleaned prior to arrival at the well site. Any item(s) suspected of being contaminated shall be removed and steam-cleaned at Contractor's expense prior to its use at the site.

4. Site Runoff Containment

In order to contain spills of any kind or rainwater or other runoff from the Site, the Contractor shall place and maintain the drill unit and associated equipment within a bermed containment area constructed with plastic sheeting and

sandbags or earthen berms.

SECTION 5 – BOREHOLE DRILLING, FORMATION SAMPLING, AND WASTE HANDLING AND DISPOSAL

PART 1 - GENERAL

A. Description

The purpose of the sonic drilling method is to determine the thickness and nature of all formations penetrated, the location of perched and regional water bearing strata, and other hydrogeologic information. The Contractor shall drill a 4- to 10-inch diameter borehole to a depth of approximately 100 feet. 5- to 10-foot core samples shall be collected using a 4-inch or 6-inch diameter sonic core barrel. Cuttings and fluids generated during drilling, sampling, and backfill shall be stockpiled adjacent each borehole by the Contractor.

The Contractor shall prepare a daily record of construction activities and submit it to the Geologist for approval.

B. Submittals

A Construction Progress Report shall be submitted for signature every 24 hours after drilling begins.

PART 2 - MATERIALS

A. Core Barrel

The Contractor shall use a 4-inch or 6-inch diameter sonic core barrel, for collecting formation core samples. If samples cannot be adequately collected, drilling will cease until the problem can be corrected to the satisfaction of the Geologist (e.g., use of sample retention basket).

PART 3 - EXECUTION

A. Borehole Drilling

The 4- to 10-inch diameter borehole shall be drilled from ground surface to the target depth of 100 feet, or as specified by the Geologist. The Geologist shall be on-site during the drilling process to inspect and log the formation. The Contractor shall take all measures necessary to protect the borehole from caving or raveling. If the Contractor requires water to stabilize the borehole during drilling, all water must be of potable quality.

B. Formation Sampling

The contractor shall supply a continuous core of the entire borehole to the Geologist in 5- to 10-foot length cores.

Each core sample shall be provided to the Geologist for logging and storage. If formation core samples cannot be adequately collected, drilling will cease until the problem is corrected to the satisfaction of the Geologist.

C. Water Level Gauging During Drilling

The Contractor shall pause drilling when boring advancement reaches first water to allow for accurate water level gauging by the Geologist. After drilling through the fine-grained layer, drilling shall again be paused to allow for accurate water level gauging by the Geologist. Each pause in drilling is anticipated to last for approximately 15 minutes.

D. Cuttings and Fluids Disposal

All drill cuttings and fluids generated during drilling, sampling, and backfill shall be disposed by the Contractor via stockpile adjacent each borehole at the direction of the Geologist. Generation of hazardous materials by Contractor by their negligence (e.g., oil, and/or hydraulic spills or leaks) shall be cleaned, removed, and properly disposed off site at the sole cost of Contractor. The contractor is responsible for sampling and analysis that may be required prior to disposal.

SECTION 6 – GRAVEL BACKFILL

PART 1 - GENERAL

A. Description

This section covers the supply and installation of the gravel backfill for abandonment

PART 2 - MATERIALS

A. Gravel

3/8-inch washed gravel.

PART 3 - EXECUTION

A. The gravel, if stockpiled on-site, shall be kept free of all foreign material. Gravel suspected of being contaminated with oil or other contaminants will not be accepted and shall be removed at Contractor's expense prior to the arrival of replacement gravel on-site.

- B. The gravel shall be conveyed into the sonic casing by gravity feed, and the casing shall vibrated (to prevent bridging) and pulled up as the gravel is emplaced. The contractor shall add the gravel slowly to avoid bridging, and to allow close monitoring of the top of the gravel. The Contractor is responsible for preventing and mitigating bridging.
- C. A device approved by the Geologist shall be used to sound the level of the gravel throughout the backfilling process. Backfilling will not begin until the sounding method is proved to be accurate by an acceptable method. Upon completion of installation of the gravel, or portion thereof, no additional work will be performed until the depth to the top of that gravel has been determined by use of a proven, accurate sounder.
- D. Throughout the backfilling process, Contractor shall complete calculations to determine the amount of filter pack necessary to backfill the specified interval. Contractor shall record all calculations and volumes of material used to backfill the specified interval, as well as soundings obtained after each filter pack placement and verify those calculations with the Geologist.

EXHIBIT A-2

Cost Quotation

**ORANGE COUNTY WATER DISTRICT
ANAHEIM LAKE SOIL BORINGS
COST QUOTATION**

ITEM	DESCRIPTION	UNITS	QUANTITY	Unit Price (\$)	Total (\$)
1	Mobilization to the Project site: Includes site preparation, water, movement of personnel and equipment, materials, incidentals and all other temporary facilities needed to conduct the work for the lump sum price of:	Lump	1	Lump	
2	Demobilization from the Project Site: includes site restoration and clean-up, and removal of all equipment and personnel, for the lump sum price of:	Lump	1	Lump	
3	Drill a 4- to 10-inch diameter borehole by the rotary sonic drilling method to the specified depths for the unit price of:	L.F.	700 ft.		
4	Abandon borehole with 3/8-inch washed gravel for the unit price of:	L.F.	700 ft.		

Company Name: _____

Signature: _____

Total (items 1-4): _____

Title: _____

Date: _____

EXHIBIT A-3

Picture of Anaheim Lake

ANAHEIM LAKE LOOKING NORTHWEST



EXHIBIT B

Service Agreement and Insurance Requirements

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.

3.19 MISCELLANEOUS PROVISIONS

3.20 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.

3.21 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.

3.22 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.

3.23 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.

3.24 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.

3.25 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”).

3.26 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.

3.27 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.

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PART IV
SCOPE OF SERVICES

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

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PART V
BUDGET

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

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EXHIBIT A

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INSURANCE REQUIREMENTS

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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.
4. 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 is not required.

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 affecting 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
OCWD AGREEMENT NO. ***

named, by separate endorsement, as additional insured on the policy.

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

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EXHIBIT C

Contractor Safety

EXHIBIT C-1

STATE LAW MANDATED CONTRACT PROVISIONS

- A. Licenses.** The CONTRACTOR shall be properly licensed and shall not employ a subcontractor who is debarred pursuant to Labor Code Sections 1777.1 and 1777.7.
- B. Assignment of Rights.** By entering into this Agreement, the CONTRACTOR offers and agrees to assign to OCWD all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time that OCWD tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
- C. Trenches.**
1. If the CONTRACTOR is required to dig a trench or other excavation that extends deeper than four feet below the surface, CONTRACTOR shall promptly, and before the following conditions are disturbed, notify OCWD of the following:
 - a. Material that the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that are required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;
 - b. Subsurface or latent physical conditions at the site differing from those indicated; and
 - c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
 2. Upon notice, if OCWD determines after an investigation that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, OCWD may issue a change order to reflect the differing conditions.
 - a. For all Agreements involving an expenditure of \$25,000 or more where an excavation of any trench five feet or more in depth is expected, the CONTRACTOR shall submit a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or

structural engineer. The project shall not proceed unless OCWD or a registered civil or structural engineer, employed by OCWD, to whom authority to accept has been delegated, approves such plan.

D. Excavation Requirements.

1. CONTRACTOR shall promptly, and before the following conditions are disturbed, notify OCWD, in writing, of any:
 - a. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - b. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
2. OCWD shall promptly investigate any aforementioned reported conditions and, if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, then OCWD shall issue a change order under the procedures described in the Contract Documents to reflect the increase or decrease in cost.
3. In the event that a dispute arises between OCWD and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided in the Contract Documents, but shall proceed with all work to be performed. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

E. Third Party Claims. Both OCWD and CONTRACTOR agree that each shall notify the other party upon receipt of any third-party claim relating to the project.

F. Retention of Securities. The CONTRACTOR may substitute securities for any monies withheld by OCWD to ensure performance under this Agreement.

G. Enforcement of Wage Laws. The statutory provisions for penalties for failure to pay prevailing wages, if applicable, and for failure to comply with all applicable wage and hour laws will be enforced by OCWD.

- H. **Relocation of Utilities.** CONTRACTOR shall be compensated on the same basis and as it is being paid under this Agreement for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of OCWD or the owner of the utility to provide for removal or relocation of such utility.
- I. **Resolution of Payment Disputes.** CONTRACTOR agrees to release all claims for non-disputed payments in accordance with the provisions of Civil Code Section 3262.
- J. **Child and Family Support.** CONTRACTOR acknowledges the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. CONTRACTOR further acknowledges that, to the best of its knowledge, it has fully complied with the earnings assignment order of all employees and has provided the names of all new employees to the New Hire Registry maintained by the Employment Development Department, regardless of what agency grants the funds.
- K. **Contractor Claims.** All disputes relating to CONTRACTOR payments or extension of time arising out of or in relation to this Agreement shall be determined in accordance with this Section.
1. For purposes of this section only, the term "Claim" shall mean a separate demand by the CONTRACTOR, on behalf of itself or a subcontractor, sent to the District by registered or certified mail with return receipt requested, with reasonable documentation to support the Claim, for one or more of the following:
 - a. A time extension, including without limit, for relief from damages or penalties for delay assessed by the District.
 - b. Payment by the District of money or damages arising from work done by, or on behalf, the CONTRACTOR and payment for which is not otherwise expressly provided or for which the CONTRACTOR has not otherwise entitled.
 - c. Payment of an amount that is disputed by the District.
 2. The CONTRACTOR shall submit a Claim to the District, and furnish all Claim documentation, no later than forty five (45) days after the event or situation causing or giving rise to the Claim, unless a different deadline is otherwise stated in the Contract or in law for such claim. A notarized False Claim certification, in accordance with Paragraph 10 below, must be

filed with the Claim. Failure by the CONTRACTOR to submit a Claim and furnish the required False Claim certification and Claim documentation within the time set forth above shall constitute waiver of the CONTRACTOR's right to compensation or extra time for such Claim.

3. Claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:
 - a. General Introduction.
 - b. General Background Discussion.
 - c. Issues.
 - 1) Index of Issues (listed numerically).
 - 2) For each issue:
 - (a) Background.
 - (b) Chronology.
 - (c) Contractor's position (reason for District's potential liability).
 - (d) Supporting documentation of merit or entitlement.
 - (e) Supporting documentation of damages.
 - (f) Begin each issue on a new page.
 - d. All critical path method schedules, both as-planned, monthly updates, schedule revisions, and as-built along with the computer disks of all schedules related to the claim.
 - e. Productivity exhibits (if appropriate).
 - f. Summary of Issues and Damages.
4. References, photocopies, or explanation shall cite supporting documentation of merit for each issue. Supporting documentation may include, but shall not be limited to, general conditions; general requirements; technical specifications; drawings; correspondence; conference notes; shop drawings and submittals; shop drawing logs; survey books; inspection reports; delivery schedules; test reports; daily reports; subcontracts; fragmentary CPM schedules or time impact analyses; photographs; technical reports; requests for information; field instructions; and all other related records necessary to support the CONTRACTOR's claim.
5. Supporting documentation of damages for each issue shall be cited, photocopied, and explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership cost records or rental records; subcontractor or vendor files and cost records; service cost records;

purchase orders; invoices; project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records; and any other accounting materials necessary to support the CONTRACTOR's Claim.

6. Upon receipt of a Claim, the District shall conduct a reasonable review of the Claim and, within 45 days, provide the CONTRACTOR with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. The District and the CONTRACTOR may, by mutual agreement, extend the time period for the District's administrative review of the Claim. The District shall pay to the CONTRACTOR any undisputed portion of the Claim within 60 days after issuing its written statement.
7. If the CONTRACTOR disputes the District's written response, or if the District fails to respond to a Claim within the 45-day time period, the CONTRACTOR may transmit a written demand, by registered or certified mail, return receipt requested, for an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within 30 days of its receipt of the written demand. Within 10 business days following the conclusion of the meet and confer conference, if any portion of the Claim remains in dispute, the District shall provide the CONTRACTOR a written statement identifying the portion of the Claim that remains in dispute, and the portion that is undisputed. The District shall make payment on any portion of the Claim that is undisputed within 60 days after issuing its written statement.
8. In the event that any portion of the Claim remains in dispute, the CONTRACTOR may, by written notice to the District, submit any disputed portion of the Claim to non-binding mediation (including, but not limited to, non-binding neutral evaluation or a dispute review board) with the District and CONTRACTOR sharing the costs equally. The District and the CONTRACTOR shall mutually agree to a mediator within 10 business days after the District receives the CONTRACTOR's written demand for mediation. If the District and CONTRACTOR are unable to agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim.
9. In the event that any portion of the Claim remains in dispute following the conclusion of the non-binding mediation, the CONTRACTOR may file a claim pursuant to Government Code Section 900, *et seq.*, as a prerequisite to filing suit. The running of the period of time within which a claim must be filed under Government Code Section 900, *et seq.*, shall be tolled from the time the CONTRACTOR submits the Claim until the conclusion of the non-binding mediation.
10. A notarized certificate containing the following language shall accompany each Claim submitted by the CONTRACTOR:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 the undersigned,

(Name)

(Title)

(Company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this Contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the Contract between the parties.

(Attach California All-purpose Acknowledgement form to certification)

Failure to submit the notarized certificate will be cause for denying the claim.

11. Should the CONTRACTOR be unable to support any part of the Claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud on the part of the CONTRACTOR, the CONTRACTOR shall be liable to the District as provided for under California Government Code Section 12650.



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



NO 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.

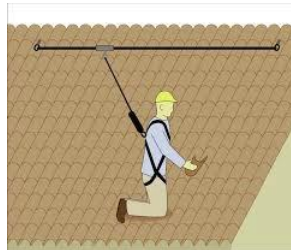
Permit-Required Confined Spaces means a confined space that has one or more of the following characteristics:

- 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 C-2

CONTRACTOR SAFETY PROGRAM

APPENDIX B: CONTRACTOR REQUIRED INFORMATION

Part 1: CONTRACTOR INFORMATION SECTION - To Be Completed By Contractor

- Contractor's Name: _____
- Contractor's License (copy of license if applicable): _____
- California Registration Number (if applicable): _____
- Experience Modification Rate (EMR) for each of the past three premium years:
 Current year: _____ Previous year: _____ Year prior to previous year: _____
- Copy of 3 Years of OSHA 300A Annual Summary (If greater than 10 employees)
- How many serious injuries or fatalities has your company experienced in the past three years? _____
- How many Regulatory Violations has your company had in the last 3 years? _____

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

All Written Safety Programs & Training Documentation 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 and §1509 and Labor Code (LC §6401.7)?	<input type="checkbox"/>	<input type="checkbox"/>
Does your company provide toolbox training and maintain documentation for IIPP employee training [§3203 and §1509(b)]?	<input type="checkbox"/>	<input type="checkbox"/>
Does your company maintain and post "Code of Safe Practices" documentation [Title 8, §1509(b)] ?	<input type="checkbox"/>	<input type="checkbox"/>
Does your company maintain disciplinary documentation for unsafe behavior of employees or subcontractors (if applicable) [Title 8, §3203 and §1509] ?	<input type="checkbox"/>	<input type="checkbox"/>
Does your company maintain inspection records and written evidence that safety and health concerns have been reviewed and corrective actions taken [§3203, LC§6401.7(b) and (D)]?	<input type="checkbox"/>	<input type="checkbox"/>
Does your company maintain a documented Hazard Communication Program that complies with GHS Labeling and Safety Data Sheets (SDS) [8 CCR §5194]?	<input type="checkbox"/>	<input type="checkbox"/>
Are procedures in place for communicating critical high-risk job activities, including a written safety plan or Job Safety Analysis (JSA), to ensure they are reviewed with all employees and subcontractors [LC 6401.7(a)(5)]?	<input type="checkbox"/>	<input type="checkbox"/>
Does your company have a written accident investigation program that ensures all accidents and incidents, including those involving subcontractors, are thoroughly investigated and corrective actions are implemented [§3203(a)(5) and (b) and §1509]?	<input type="checkbox"/>	<input type="checkbox"/>
Does your company have a written Emergency Action Plan that is effectively communicated to employees and subcontractors, covering emergencies such as medical incidents, fires, and chemical spills [8 CCR §3220]?	<input type="checkbox"/>	<input type="checkbox"/>
Are the aforementioned written programs, including training documentation and records of safety meetings, properly maintained on file and available upon request [LC §6401.7, §336.10, and 8CCR §1509(e)]?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, where are the documentations maintained? _____		

APPENDIX B: CONTINUED

Part 2 – PROJECT SPECIFIC SAFETY PROGRAM SECTION - To Be Completed By Contractor (Please review each section below, check all that apply to the project, and provide the corresponding documentation details.)
<input type="checkbox"/> Our company has a written Confined Space Program that includes pre-entry monitoring, pre-entry permit, and employee training [T8 CCR §5157] Where is the documentation maintained? _____
<input type="checkbox"/> Our company has a written Electrical Safety Program that complies with the required regulations that includes employee training [T8 CCR §2700 - §2989 and T8 CCR §2299 - §2599 and NFPA 70E] Where is the documentation maintained? _____
<input type="checkbox"/> Our company has a written Fall Prevention Program that includes Personal Fall Arrest Systems, Personal Fall Restraint Systems, Positioning Devices and employee training [T8 CCR §1670] Where is the documentation maintained? _____
<input type="checkbox"/> Our company has a written Trenching & Excavation Program that includes employee training [T8 CCR §1541.1] Where is the documentation maintained? _____
<input type="checkbox"/> Our company has a written Lockout/Tagout Program that includes employee training [T8 CCR §3314(j)] Where is the documentation maintained? _____
<input type="checkbox"/> Our company has a Hot Work Program that includes employee training [T8 CCR §4848] Where is the documentation maintained? _____
<input type="checkbox"/> Our company has a Traffic Control Program that includes employee training [T8 CCR, Construction Safety Orders, Article 11, 1597 - 1599] Where is the documentation maintained? _____
<input type="checkbox"/> Our company has a documented Heat Illness Prevention Program for Outdoor Worksites, which includes comprehensive employee training. All contractors are expected to protect the workers by implanting measures to prevent heat illness AND to adjust their work practices to mitigate fire risks. During a “Red Flag Warning,” extra precautions must be taken to prevent potential fire hazards [T8 CCR §3395] Where is the documentation maintained? _____
Other applicable programs (please list): _____

Contractors shall ensure that all employees under their supervision, including subcontractors, receive comprehensive training in the safe work practices required to perform their jobs safely. Additionally, contractors are responsible for effectively communicating the Job Safety Plan to all employees and subcontractors, ensuring full understanding and compliance with safety protocols.

COMMENTS: _____

Name of Contractor Representative (please print)

Contractor Representative’s Signature

Date Signed:

A bidder’s failure to respond affirmatively to the questions listed in the “Part 2 - Safety Program Section” of Appendix B including the sections applicable to the work may be grounds for the District to reject the bid as non-responsive.

APPENDIX B: CONTINUED

CONTRACTOR’S ENVIRONMENTAL HEALTH & SAFETY (EHS) AGREEMENT

I have read the information stated in the OCWD’s *Contractor Environmental Health & Safety (EHS) 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: _____

ATTACHMENT NO.1

Invitation for Quotes (IFQ) Submittal Checklist

The following submittals shall be completed and submitted with each Quote 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 Bidder’s sole responsibility to ensure that their quote complies with all requirements of the IFQ, and all the required submittals are included in the Quote package before it is formally submitted to OCWD. Bidders may be deemed nonresponsive if they do not respond to all areas specified in the IFQ.

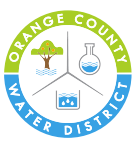
Item No.	Required Submittal Checklist	Check (✓)
1	Signed Cost Quotation package including:	
2	Title Page	
3	Cover Letter	
4	Contractor License and DIR Contractor Registration, Prevailing Wage Laws Compliance	
5	Experience and Record of Past Performance	
6	Price Quote	
7	Statement of Insurance Compliance <ul style="list-style-type: none">• A statement accepting the requirements stated in Section 6.6 of the IFQ.	
8	OCWD Contractor Safety Program	
9	Safety Manual	
10	OCWD Standard Contract: <ul style="list-style-type: none">• A statement accepting the requirements stated in Section 6.9 of the IFQ.	
11	Billing <ul style="list-style-type: none">• A statement accepting the requirements stated in Section 6.10 of the IFQ.	
12	Conflict of Interest	
13	Addenda Acknowledgement Forms (if applicable)	

FIGURE 1

Anaheim Lake Soil Borings



G:\Projects\Forebay\Recharge\Map\OCWD Forbay Basemap.aprx (4/1/2025)



- OCWD Property Boundary
- ◆ Active Large-System Production Well
- Approx. 100ft Boring

Proposed Boring Locations
Anaheim Lake

Figure 1