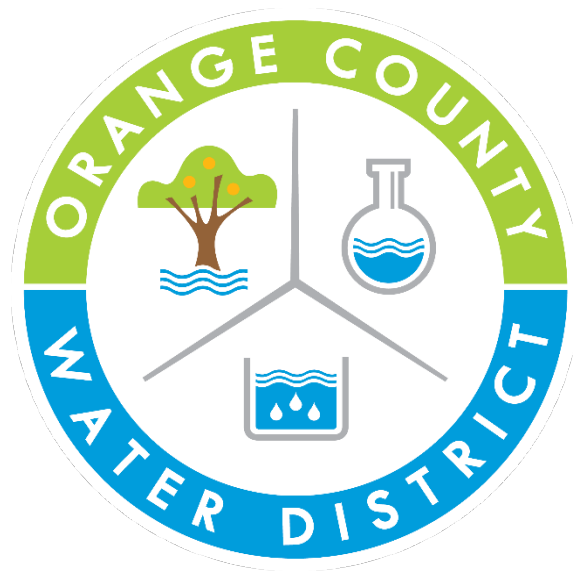


**ORANGE COUNTY WATER DISTRICT**

**INVITATION FOR QUOTES  
IFQ-25-009**

**FOR  
DESTRUCTION OF MONITORING WELL OM-2 AND OM-2A**

**ISSUED: Monday, May 4, 2026**



**QUOTES DUE:**

**Wednesday, May 27, 2026**

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# OCWD IFQ-25-009- DESTRUCTION OF MONITORING WELL OM-2 AND OM-2A

The Orange County Water District (“OCWD” or “District”) is seeking cost quotations from qualified and experienced firms to complete the destruction of monitoring wells OM-2 and OM-2A. The work is expected to commence when a Notice to Proceed issued and after all required documents have been received upon Agreement execution. 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.

## 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](http://www.ocwd.com).

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.

## 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	Monday, May 4, 2026
Pre-Quote Meeting	N/A
Questions Due Date	Monday, May 11, 2026 by 2:00PM PT
Quotes Due	Wednesday, May 27, 2026 by 2:00PM PT
Agreement Award Date:	June 2026

### 2.1. Mandatory Pre-Quote Meeting

There will be no mandatory pre-quote meeting.

### 2.2. Questions Concerning Invitation for Quotes

All questions regarding the IFQ must be submitted in writing before the deadline due date of Monday, May 11, 2026 by 2:00 PM PT. All questions must be titled “**Question – IFQ-**

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**25-009 Destruction of Monitoring Wells**". 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 Palamara, Contracts Administrator  
Email: [procurement@ocwd.com](mailto:procurement@ocwd.com)

### **2.3. Deadline for Quotes**

One (1) hard copy of the quote must be received in a sealed envelope by OCWD no later than 2:00PM PT on **Wednesday, May 27, 2026** 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-25-009 Destruction of Monitoring Wells" 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 Palamara, 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**

Monitoring wells OM-2 and OM-2A (wells) were installed in 1990 on County property to depths of 251 and 129 feet, respectively. The wells were installed as part of a VOC investigation in the City of Orange. At time of installation, the two wells were located approximately ten feet apart, and on the outside of the Theo Lacy Jail. Several years ago, the fenceline for the jail was modified, placing the two wells within the jail complex. The locations of the wells are shown in Figure 1. Starting in 2007, groundwater sampling was discontinued due to onerous access restrictions. However, groundwater levels are currently gauged on a quarterly basis.

The property is currently being redeveloped by the County. Per the terms of our License Agreement, the County has the right to request OCWD to destroy the wells. The County has requested the wells be destroyed prior to site development. Because there are other OCWD monitoring wells in the area that adequately monitor the Shallow and upper Principal aquifers, installation of replacement wells is not deemed necessary. Based on the County's construction schedule, these wells will need to be destroyed no later than August 2026.

### **4. Scope of Work**

The selected Contractor shall furnish all labor, materials, equipment, and incidentals required to complete the destruction of monitoring well pair OM-2 and OM-2A. The District has obtained a County of Orange Encroachment Permit for this project. The contractor shall provide an insurance certificate to submit to the County of Orange prior to mobilization. County insurance requirement is described in **Exhibit D**. See **Exhibit A-1**, attached at the end of this IFQ for details of the Scope of Work.

### **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:

- Previous experience with the destruction of monitoring wells.

### **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 Table of Contents**

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

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

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 **(Class 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.

### **6.5 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 destruction of monitoring wells 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.

## **6.6 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.

## **6.7 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 Quality Control Plan**

Contractor must include in its Quote a Quality Control Plan that provides the Contractor an effective and efficient means of identifying and correcting problems throughout the entire Scope of Work. Upon determination by OCWD of selected firm for Agreement award, the Bidder shall submit to OCWD Bidder's Quality Control Plan, in hard-copy or electronic copy.

## **6.10 Statement of Insurance Compliance**

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

## **6.11 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.

## **6.12 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.

## **6.13 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-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.

### **9.2. 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.

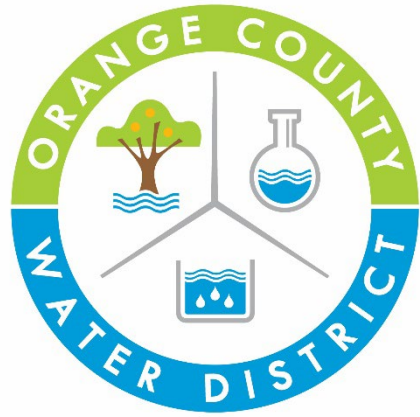
**9.6. . Equal Employment Opportunity and Affirmative Action Requirements**

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.

# EXHIBITS

# **EXHIBIT A-1**

## **Scope of Services**



SINCE 1933

SCOPE OF SERVICES  
DESTRUCTION OF  
MONITORING WELLS OM-2 & OM-2A

## SCOPE OF SERVICES

### WELL DESTRUCTION

#### PART 1 - GENERAL

##### A. Description

This section describes the destruction of monitoring well pair OM-2 and OM-2A (monitoring wells). The monitoring wells are located on the west side of the Santa Ana River approximately 300 feet north of the centerline of the 22 Freeway and 500 feet east of the centerline of The City Drive in the City of Orange, California (Figures).

The wells shall be destroyed in compliance with the latest edition or supplement to: California Well Standards, Bulletin No. 74-81 dated December 1981 and Bulletin No 74-90 dated June 1991, local modifications to these standards and sections 13800 through 13806 of the California Water Code.

Monitoring Wells OM-2 (SWN 04S/10W-36M01) and OM-2A (SWN 04S/10W-36M02) were constructed in 1990 to a depth of 246 and 125 feet bgs, respectively. **The well casing is nominal 4-inch diameter schedule 40 mild steel.** The wells were constructed via the casing hammer method using the drive casing was as the permanent blank well casing. After drilling, the drive casing was perforated. Well construction details and pictures are located in the Figures.

The area adjacent to the monitoring wells is currently under construction. The property owner, the County of Orange, is requesting the wells be destroyed between 7/24/26 and 7/30/26. These dates are likely to change based on the site construction schedule. The District assumes that the wells will be clear of surface obstructions prior to mobilization for well destruction work.

The District has obtained a County of Orange Encroachment Permit for this project. The contractor shall provide an insurance certificate to submit to the County of Orange prior to mobilization. County insurance requirements are located in the Exhibits.

##### B. Contractor Submittals

1. City of Orange Well Destruction Permit.
2. Insurance Certificate for the County of Orange
3. Department of Water Resources (DWR) Well Completion Reports.

##### C. Measurement and Payment

1. Payment for mobilization will be made at the lump sum price.
2. Payment for demobilization will be made at the lump sum price.
3. Payment for containment and disposal of solids and fluids generated during well destructions will be made at the lump sum price will not be made until after all such disposal items have been removed from the Site. Payment for chemical analysis of solids and fluids will be included in the payment for containing and disposal of solids and fluids generated during well destructions.
4. Payment for bailing accumulated fill will be made at the unit price per hour.
5. Payment for pressure grouting of the 4-inch diameter steel well casings and screens will be made at the unit price per foot.
6. Payment for excavating and capping the wells will be made at the lump sum price. This payment shall include excavating, cutting down the casings, concrete capping, vault removals, and back-filling the excavations.
7. Payment for obtaining City of Orange Well Destruction Permit will be included in the lump sum price for mobilization.
8. Payment for providing an insurance certificate to the County of Orange will be included in the lump sum payment for mobilization.
9. Payment for completing the DWR Completion report will be included in the lump sum payment for demobilization.

## PART 2 - MATERIALS

### A. Sealing Materials

Acceptable impervious sealing material that shall be employed in the destruction of the monitoring wells shall include neat cement with the addition of 2% to 5% bentonite. The purpose of the bentonite is to hold cement particles in suspension, reduce shrinkage, and improve fluidity of the mixture. Approximately 3 to 5 pounds of bentonite shall be mixed with 6.5 gallons of water per sack of cement. If cement is mixed on site, the bentonite shall be mixed with fresh water prior to the addition of cement.

## PART 3 - EXECUTION

The objective of the destruction requirements described in this section is to restore, as nearly as possible, those subsurface conditions that existed before the well was constructed in order to prevent the well from creating a conduit for inter-aquifer groundwater movement

and contamination of the groundwater by surface water. An additional concern is the intercommunication of the destroyed well and new wells in the area.

A. Permits

1. The Contractor shall pay for and obtain the necessary City of Orange Well Destruction Permit prior to completing destruction of the monitoring wells.
2. The Contractor shall complete the DWR Well Completion Report upon completion of the project.

B. Monitoring Well Destruction

1. The Contractor shall modify the tops of the steel well casings by welding threaded couplings to the tops of each casing to facilitate pressure grouting.
2. Upon completion of modifying the well casings, the Contractor shall bail accumulated fill from the well casings. Well number OM-2 has 10 feet of accumulated fill and well number OM-2A has 2 feet of accumulated fill.
3. Upon completion of bailing, the Contractor shall install a construction tremie pipe (grout tubing) to the bottom of the well. The Contractor shall fill the well with sealing material from the bottom up in one continuous operation. The Contractor shall pump the sealing material through the construction tremie pipe. The Contractor shall proceed to fill the entire volume of the well with sealing material. The Contractor must keep the bottom of the tremie pipe below the level of sealing material throughout the filling procedure.
4. Upon completion of grouting, the tremie pipe shall be removed and a minimum of 15 pounds per square inch of pressure shall be exerted to the top of the casing for a minimum of 10 minutes. After pressure grouting, the Contractor shall top off the grout as needed.
5. Upon completion of grouting, the Contractor shall remove the well vault and excavate around the well casing to a depth of 6 feet. The Contractor shall then cut and remove the upper five feet of well casing.
6. After removal of the upper well casing, the Contractor shall install a concrete cap extending to 1 foot over top of the well casing.
7. Upon completion of capping, the Contractor shall back-fill and compact the excavation with native soil to ground surface.
8. Upon completion of the project, the Contractor shall remove and dispose of all wastes generated during the well destructions.

It is the Contractor's responsibility to restore the site to its original condition which shall include, but not limited to, repair of any asphalt, curb, sidewalk, or other surface features disturbed or damaged by the work, which were present prior to commencement of the work. In addition, all subsurface features such as irrigation lines, sprinklers, water pipes, electric lines, etc, disturbed or damaged by the work, shall be repaired or replaced to its original condition. All repairs needed as a result of the work shall be repaired to the satisfaction of the Geologist and the County of Orange.

END OF SECTION

# **EXHIBIT A-2**

## **Cost Quote Sheet**

**ORANGE COUNTY WATER DISTRICT  
DESTRUCTION OF MONITORING WELLS OM-2 and OM-2A  
COST QUOTATION**

ITEM	DESCRIPTION	UNITS	QUANTITY	Unit Price (\$)	Total (\$)
1	Mobilization: Includes set-up of personnel and equipment, site preparation, water, Permits and Business License, and all other temporary facilities needed to conduct the work for the lump sum price of:	Lump	-	Lump Sum	
2	Demobilization: Includes removal of personnel and equipment, materials, incidentals, and all other temporary facilities needed to conduct the Work, site cleanup and restoration for the lump sum price of:	Lump	-	Lump Sum	
3	Contain on-site and disposal of solids and fluids generated during well destruction for the lump sum price of:	Lump	-	Lump Sum	
4	Bail fill from well casings for the unit price of:	Hour	5		
5	Pressure grout 4-inch diameter well casings for the unit price of:	Linear Feet	371		
6	Excavate around the existing wells (2), remove above-ground vaults, cut casings, install cement caps, and back-fill for the lump sum price of:	Lump	-	Lump Sum	

**PROJECT TOTAL (items 1-6):** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# **EXHIBIT B**

## **Service Agreement**

AGREEMENT NO. \*\*\*

with

\*\*\*

for

\*\*\*

This Agreement (the "Agreement") was approved by the ORANGE COUNTY WATER DISTRICT, a special governmental district organized and operating under the laws of the State of California (hereinafter "OCWD") on \_\_\_\_\_, and is by and between OCWD and \*\*\* ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.) This Agreement is effective as of the date it is fully executed by both Parties and Contractor has delivered a duly executed counterpart hereof to the OCWD (the "Effective Date").

**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 the Effective Date or \_\_\_\_\_, \*\*\* \_\_\_\_\_, whichever is later ("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: \*\*\*

Email.: \*\*\*

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.

### 2.1 Insurance.

2.1.1. Insurance Required. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subconsultants. All insurance coverages and policies required of Contractor for this Agreement are subject to acceptance and approval by OCWD.

Contractor shall not commence work under this Agreement 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.

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.

2.1.2. Required Policies. The Contractor shall procure and maintain for the duration of the Agreement, and for five (5) years thereafter, insurance against claims for injuries, diseases, or death to persons or damages to property which thereafter 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:

(a) *General Liability – Commercial General Liability (CGL) – Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01)* including products and completed operations, mobile equipment, 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. Any combination of a minimum \$1,000,000 per occurrence General Liability and Excess Liability or Umbrella to meet the \$2,000,000 total may be accepted in OCWD's sole discretion.

(b) *Automobile Liability – Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01)* covering Symbol 1 (Any Auto) and any mobile equipment used for the work pursuant to this Agreement, or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned), with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

(c) *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 one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000 disease policy limit and one million dollars (\$1,000,000) disease each employee. This policies shall be endorsed to waive all rights of subrogation against OCWD, and its officers, officials, employees, agents, representatives and volunteers (collectively "OCWD and OCWD Personnel"), excluding professional liability.

Contractor hereby certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing the performance of the work of this Agreement. Contractors and subcontractors will keep Workers

Compensation Insurance for their employees in effect during all work covered by this Agreement.

In the event Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to OCWD in writing prior to OCWD's execution of this Agreement, in which event no Worker's Compensation Insurance shall be required by this Agreement. OCWD and OCWD Personnel shall not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

(d) *Professional Liability Insurance* – for any and all professional services provided pursuant to this Agreement, Contractor shall maintain Professional Liability Insurance appropriate to Contractor's profession covering wrongful acts, negligent actions, errors, and omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. This requirement does not apply if the work provided pursuant to this Agreement does not involve the provision of professional services.

(e) *Cyber Liability Insurance* – for any and all information technology services, with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

(f) *Other Insurance* – Other insurance policies and coverage if included in Part III, Special Provisions.

2.1.3. Policy Contents. The policies required above shall contain or be endorsed to contain the following:

(a) *Additional Insured Status* – The General Commercial Liability, Automobile Liability, and Professional Liability policies required above, shall be endorsed to provide that the OCWD and OCWD Personnel are to be given insured status (at least as broad as ISO Form CG 20 10 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. There shall be no special limitations on the scope of protection provided to OCWD and OCWD Personnel. This required status shall be provided in the form of a separate endorsement to the Contractor's insurance.

(b) *Primary Coverage* – For any claims related to work performed pursuant to this Agreement, the Contractor’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respect 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.

(c) *Separate Application* – The policies required by this Agreement shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(d) *Notices of Changes or Cancellation* – Policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to OCWD by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

2.1.4. 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 with respect to 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.

2.1.5. Verification of Coverage, Evidence of Insurance. The Contractor shall furnish the OCWD with copies of certificates and amendatory endorsements affecting coverage required by this Agreement. All certificates and endorsements shall contain the name and number of this Agreement, and 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.

2.1.6. Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us). The Contractor hereby waives all rights of subrogation under this Agreement, and shall obtain endorsements 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.

2.1.7. Continuation of Coverage. Contractor shall, upon demand of the OCWD deliver evidence of coverage showing continuation of coverage for at least five (5) years after termination of this Agreement. When any of the required coverages expire during the term of this Agreement, Contractor shall deliver the renewal certificate(s) including required endorsements and waivers of subrogation to OCWD at least ten (10) days prior to the expiration date.

2.1.8. 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), and to include the foregoing insurance requirements in favor of OCWD in the contract between Contractor and the subcontractor. The Contractor shall, upon demand of OCWD, and in all events prior to permitting the subcontractor to perform any work subject to this Agreement, deliver to the OCWD copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

2.1.9. Other Policies. 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.

2.2 Indemnification. The parties mutually acknowledge that OCWD has retained Contractor to perform the tasks and 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 active or 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 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 to the extent the Claim 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.

2.3 Survival. The provisions of this Section 2 shall survive termination of the Agreement.

### 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 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 Prevailing Wage Compliance. Contractor acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws where they apply to the work performed pursuant to this Agreement, including, but not limited to the prevailing wage and related requirements set forth in this Section 3.19. Contractor shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

The Contractor attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

Contractor hereby expressly acknowledges and agrees that OCWD has never previously affirmatively represented to Contractor, its employees or agents in writing or otherwise that the services performed under this Agreement are not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the work performed pursuant to this Agreement, including, without limitation, any public work (as defined by applicable law), if any, Contractor shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, OCWD will enforce all penalties required by law for Contractor's failure to pay prevailing wages.

Contractor shall comply with all applicable laws and regulations related to the payment of prevailing wages for the work performed hereunder, including but not limited to Sections 1720 et seq. and 1770 et seq. of the Labor Code, and interpreting case law and regulations. Contractor is independently responsible for reviewing and complying with all such laws (and every other law applicable to the Agreement). The requirements indicated in this Section 3.19 are duplicative, and not additive to California law, and shall not apply to any work not subject to the indicated State laws.

Without limiting the foregoing, in accordance with Sections 1773 and 1773.2 of the Labor Code, the OCWD 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 OCWD's principal office and are available to any interested party on request. Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

Pursuant to Labor Code Section 1775, it is hereby stipulated that Contractor shall, as a penalty to OCWD, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the work by Contractor or any sub-consultant or subcontractor.

Contractor is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that Contractor will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Contractor in connection with this Agreement.

Pursuant to Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

Pursuant to Labor Code Section 1813, it is stipulated hereby that Contractor shall, as a penalty to OCWD, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

Pursuant to Labor Code Section 1725.5 and 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

In accordance with Labor Code Sections 1860, 1861, and 3700, Contractor and every subcontractor is required the secure payment of compensation to all employees. By signing this Agreement, Contractor provides the following certification: "I am aware of the

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

To the fullest extent permitted by law, Section 2.2, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Contractor or any party performing the work of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Contractor or any party performing the work to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

#### SECTION FOUR: MISCELLANEOUS PROVISIONS

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

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

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

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

apinvoices@ocwd.com

**OR** to the address shown below:

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

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

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

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

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

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

PART III  
SPECIAL PROVISIONS

SAMPLE

PART IV  
SCOPE OF SERVICES

SAMPLE

PART V  
BUDGET

OCWD shall compensate Contractor in accordance with the below for a not-to-exceed fee of \$\*\*\*.00.

SAMPLE

# **EXHIBIT C**

## **OCWD Contractor Safety Program**

## **EXHIBIT C-1**

# **OCWD Contractor Environmental Health & Safety Handbook**



SINCE 1933



# Contractor Environmental Health & Safety (EHS) Handbook

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

ATTENTION: Orange County Water District (OCWD) Contractors

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

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

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

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

Thank You For Your Cooperation.

OCWD Management

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

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XXI.	<b>CONTRACTOR’S ENVIRONMENTAL HEALTH &amp; SAFETY (EHS) AGREEMENT</b>	

## I. CONTRACTOR SAFETY REVIEW

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

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

## II. SECURITY

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

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

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

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

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

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

### III. EMERGENCY PROCEDURE



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

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

### IV. GENERAL DRESS AND CONDUCT

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

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

### V. FOOD, BEVERAGES AND DRINKING WATER

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

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

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

## VI. SMOKING



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

## VII. HOUSEKEEPING

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

Refuse burning, and/or open fires are prohibited.

Do not mix contractor generated waste with OCWD facility waste.

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

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



## VIII. UTILITIES AND SERVICES

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

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

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

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

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

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

## IX. RISK & SAFETY INSTRUCTIONS

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

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

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

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

## X. SAFETY EQUIPMENT

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

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

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

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

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

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

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

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

## XI. CUTTING, WELDING AND HOT WORK



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

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

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

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

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

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

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

*Cal/OSHA § 6777. Hot Work Permits*

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

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

## XII. CONFINED SPACES



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

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

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

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

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

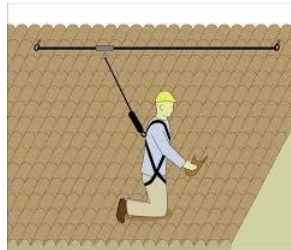
Permit-Required Confined Spaces means a confined space that has one or more of the following characteristics:

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

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

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

### XIII. ROOF AND ELEVATED SURFACE WORK



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

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

### XIV. LOCKOUT / TAGOUT



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

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

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

## XV. COMPRESSED GASES



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

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

## XVI. ASBESTOS



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

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

*CAL/OSHA §1529. Asbestos.*

## XVII. FIRE PROTECTION



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

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

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

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

*CAL/OSHA §3221. Fire Prevention Plan*

## XVIII. HAZARD COMMUNICATION



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

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

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

*CAL/OSHA §5194. Hazard Communication*

## XIX. PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT (PPE)



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

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

*CAL/OSHA §3380. Personal Protective Devices*

BASIC SAFETY INSPECTION	Y	N/A
Eye protection worn when working with power tools and when possible contact with flying particles, hazardous substances, projections or injurious light rays and in designated areas (i.e. lab).		
Hard Hats worn in construction areas and where there is a potential for falling objects.		
Proper Attire worn (e.g. long pants and sturdy shoes or safety shoes) in required areas/construction sites.		
Hearing Protection worn in required areas or when noise is at or above 85 dB.		
Emergency Equipment & Exits are not blocked and easily accessible in case of an emergency.		
Aisles and Floors are kept free of obstruction that can cause slip, trip, & falls (e.g. cords, tools, equipment).		
Tools are put away and stored properly after usage.		
Safety Data Sheets provided for hazardous chemicals brought onsite.		
Hazardous Materials are clearly labeled in compliance with Hazard Communications & GHS requirements.		
Safety Signs and Barriers used as required.		
Protection of OCWD Property & Equipment during work (e.g. computers covered properly).		
Proper housekeeping maintained; area cleaned up at end of shift.		
Required Permits available (i.e. Hot Works, Confined Space).		
No live Electrical Work without I&E Manager approval.		
Lockout/Tagout specific procedure available and followed.		
Confined space permit and monitoring completed prior to entry into confined space.		
Asbestos containing materials are not brought onsite.		
Contractor employees are informed on OCWD emergency process & notification. Workers calling 911 <b>must also call OCWD's emergency number: (714) 378-3300</b> 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**

# **OCWD Contractor Safety Program**

## APPENDIX B

### INSTRUCTIONS FOR CONTRACTORS

All licensed contractors interested in performing work for Orange County Water District (OCWD) must complete and provide the information requested in the “Contractor Required Information packet;” meet the criteria listed below and participate in a pre-project safety orientation meeting:

The Criteria below is required in order to comply with OCWD’s Contractor Safety Program and Cal/OSHA’s Multi-Employer Worksite Standard\*

*\*California Labor Code Sections 6400, 6401, 6401.7, 6402 through 6404 and Title 8, California Code of Regulations, Sections 336.10 and 336.11*

#### **CONTRACTOR CRITERIA REQUIREMENTS:**

- EMR greater than 1.25 for any year in the last three years.
- Received a Cal/OSHA regulatory citation and penalties assessed against your firm for any “serious,” “willful” or “repeat” violation as defined by Cal/OSHA, Title 8, sections §330 and §334, in the past three years?  
Yes  No

If “yes,” attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

*NOTE: If you have filed an appeal of a citation, and the Appeals Board has not yet ruled on your appeal, you need not include information about it.*

- Failure to provide all requested information.

NOTE: if the contractor is disqualified based on the information above, the awarding body will analyze the issues using the following two factors for potential consideration of the award:

1. Whether the incident was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor, AND
2. Whether the Contractor or Subcontractor has a prior history of good performance, and the incident was openly reported, and the triggering event is not related to a major scope of work, caused by negligence, or resulted in regulatory violations or civil liability against awarding bodies.

Any policy year above 1.25 submit additional documentation to show incidents that resulted in increased EMR subject to review by the awarding party.

**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**

<p><b>Part 2 – PROJECT SPECIFIC SAFETY PROGRAM SECTION - To Be Completed By Contractor</b>                  (Please review each section below, check all that apply to the project, and provide the corresponding documentation details.)</p>
<p><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? _____</p>
<p><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? _____</p>
<p><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? _____</p>
<p><input type="checkbox"/> Our company has a written Trenching &amp; Excavation Program that includes employee training [T8 CCR §1541.1]                  Where is the documentation maintained? _____</p>
<p><input type="checkbox"/> Our company has a written Lockout/Tagout Program that includes employee training [T8 CCR §3314(j)]                  Where is the documentation maintained? _____</p>
<p><input type="checkbox"/> Our company has a Hot Work Program that includes employee training [T8 CCR §4848]                  Where is the documentation maintained? _____</p>
<p><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? _____</p>
<p><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 <b>AND</b> 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? _____</p>
<p>Other applicable programs (please list): _____</p>

*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 shall 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: \_\_\_\_\_

# **EXHIBIT D**

## **County of Orange Insurance Requirements**

**COUNTY OF ORANGE**  
**INSURANCE REQUIREMENTS**

**COUNTY OF ORANGE  
INSURANCE REQUIREMENTS  
PERMITTEES**

Permittees shall be required to provide the County of Orange with verification of General Liability insurance with a minimum limit per occurrence of One Million Dollars (\$1,000,000).

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States** or **ambest.com**. It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The insurance certificate as well as an Additional Insured Primary and Non-Contributing Endorsement shall name the County of Orange as Additional Insured, and shall state that such insurance shall be primary and non-contributing with any insurance or self-insurance maintained by the County of Orange. The Permittee must give the County of Orange thirty (30) days written notice prior to cancellation of coverage (see No. 3 below).

Permittee shall ensure that all subcontractors performing work on behalf of the Permittee pursuant to this Permit shall be covered under Permittee's insurance as an Additional Insured or maintain coverage as set forth herein for Permittee. Permittee shall not allow subcontractors to work if subcontractors have less than the level of coverage required by the County from the Permittee under this Permit. It is the obligation of the Permittee to provide notice of the insurance requirements to every subcontractor and to receive Proof of Insurance prior to allowing any subcontractor to begin work. Such Proof of Insurance must be maintained by Permittee for inspection by County representatives at any reasonable time.

=====

**Certificate of Insurance and Endorsement:**

1. The certificate holder shall be County of Orange, ROW Permits, P.O. Box 4048, Santa Ana, CA 92702-4048.
  
2. Additional insured shall be specifically spelled out in the Description of Operations section of the certificate as well as on the Additional Insured Primary and Non-Contributing Endorsement. The Additional Insured coverage shall be provided using ISO form CG 2012 05 09 or a form at least as broad. For events or work within County Roads the Additional Insured shall be: **COUNTY OF ORANGE OR AS REQUIRED BY WRITTEN AGREEMENT.**

**This endorsement shall also contain the following wording:**

**"It is agreed that any insurance or self-insurance maintained by the County of**

**Orange shall apply in excess of, and not contribute with, insurance provided by this policy."**

**NAMING THE COUNTY OF ORANGE AS ADDITIONAL INSURED AND PROVIDING PRIMARY AND NON-CONTRIBUTORY WORDING ON THE CERTIFICATE ONLY IS NOT ACCEPTABLE AND YOUR INSURANCE WILL BE REJECTED. THERE ARE ABSOLUTELY NO EXCEPTIONS TO THIS POLICY.**

3. Permittee shall notify the County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Permit, upon which the County may suspend or terminate this Permit.
4. The certificate shall show the name of the insured, the expiration date of the policy, the coverage provided, the limits of insurance, declare any deductible or self-insured retention (SIR), and specify the name of the insurance company and NAIC number providing coverage.

Attached you will find a sample of an Additional Insured Primary Endorsement and an Additional Insured Endorsement. The endorsements must be signed by the insurance agent/broker. If the Additional Insured Primary Endorsement cannot be used by your agent/broker, this wording may be added to the Additional Insured Endorsement:

**"It is agreed that any insurance maintained by the County of Orange, shall apply in excess of, and not contribute with, insurance provided by this policy".**

Should you require any further clarification or desire additional information, please contact ROW Property Permits at (714) 667-8888

(October 2014)

ACORD

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)

PRODUCER  
SAMPLE CERTIFICATE  
 Insurance Agency  
 Name & Address

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

COMPANIES AFFORDING COVERAGE	
COMPANY A	Insurance Company Name and NAIC #
COMPANY B	
COMPANY C	
COMPANY D	

INSURED  
 Insured's name & address

**COVERAGES**  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED TO PAY CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	ABC 123456	1/1/2013	1/1/2014	GENERAL AGGREGATE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMPIOP AGG	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S & CONT PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
A	EXCESS LIABILITY				EACH OCCURRENCE	
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
B	WORKMAN'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS	\$
	<input type="checkbox"/> THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 Name the County of Orange as Additional Insured with primary and non-contributory coverage by endorsement(s). See items 2 and 4 on page A of County of Orange Insurance Requirements Permitees.

CERTIFICATE HOLDER  
 COUNTY OF ORANGE  
 COUNTY PROPERTY PERMITS  
 P.O. BOX 4048  
 SANTA ANA, CA 92702-4048

CANCELLATION  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
 AUTHORIZED REPRESENTATIVE

POLICY NUMBER: ABC 123456

COMMERCIAL GENERAL LIABILITY  
CG 20 12 07 98

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –  
STATE OR POLITICAL SUBDIVISIONS – PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Political Subdivision:  County of Orange  Or  As required by written agreement
---

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to.

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality, or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

It is agreed that any insurance or self-insurance maintained by the County of Orange shall apply in excess of, and not contribute with, insurance provided by this policy.

# **ATTACHEMENT NO. 1**

## **IFQ Submittal Checklist**

# **ATTACHMENT NO.1**

## **Invitation for Quotes (IFQ) Submittal Checklist**

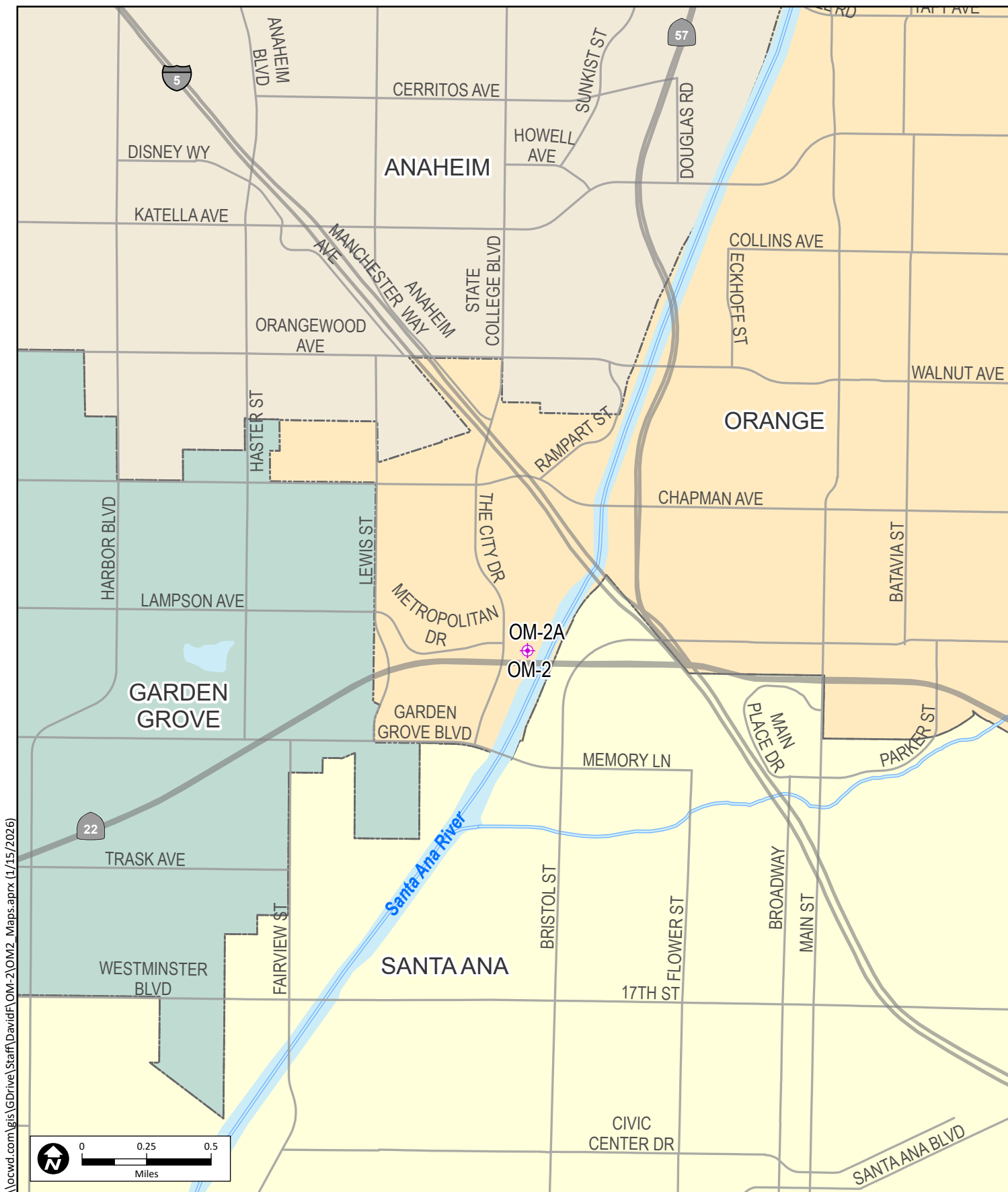
The following submittals shall be completed and submitted with each Quote package (see table below for the “Required Submittal Checklist.”). This table has been provided as a convenience for proposers to use as a reference only. Ultimately, it is the Bidder’s sole responsibility to ensure that their 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.

<b>Item No.</b>	<b>Required Submittal Checklist</b>	<b>Check (✓)</b>
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	OCWD Contractor Safety Program	
8	Safety Manual	
9	Quality Control Plan	
10	Statement of Insurance Compliance A statement accepting the requirements stated in Section 6.10 of the IFQ.	
11	OCWD Standard Contract: <ul style="list-style-type: none"><li>• A statement accepting the requirements stated in Section 6.11 of the IFQ.</li></ul>	
12	Billing <ul style="list-style-type: none"><li>• A statement accepting the requirements stated in Section 6.10 of the IFQ.</li></ul>	
13	Conflict of Interest	
14	Addenda Acknowledgement Forms (if applicable)	

# FIGURES

# **FIGURE 1**

## **OM-2 and OM-2A Boring Logs**



\\ocwd.com\gis\GDrive\Staff\David\OM-2\OM2\_Maps.aprx (1/15/2026)



Monitoring Well

Destruction of Monitoring Wells  
OM-2 & OM-2A Vicinity

Figure 1

# **FIGURE 2**

## **OM-2 and OM-2A Photos**



Destruction of Monitoring Wells  
OM-2 & OM-2A Site

Figure 2

# **FIGURE 3**

## **OM-2 and OM-2A Vicinity**

**OM-2**  
**BORING LOG**  
**(with casing details)**

98438/D

Top of Casing NA

Equipment Air Rotary

Elevation NA Date 1/15/90

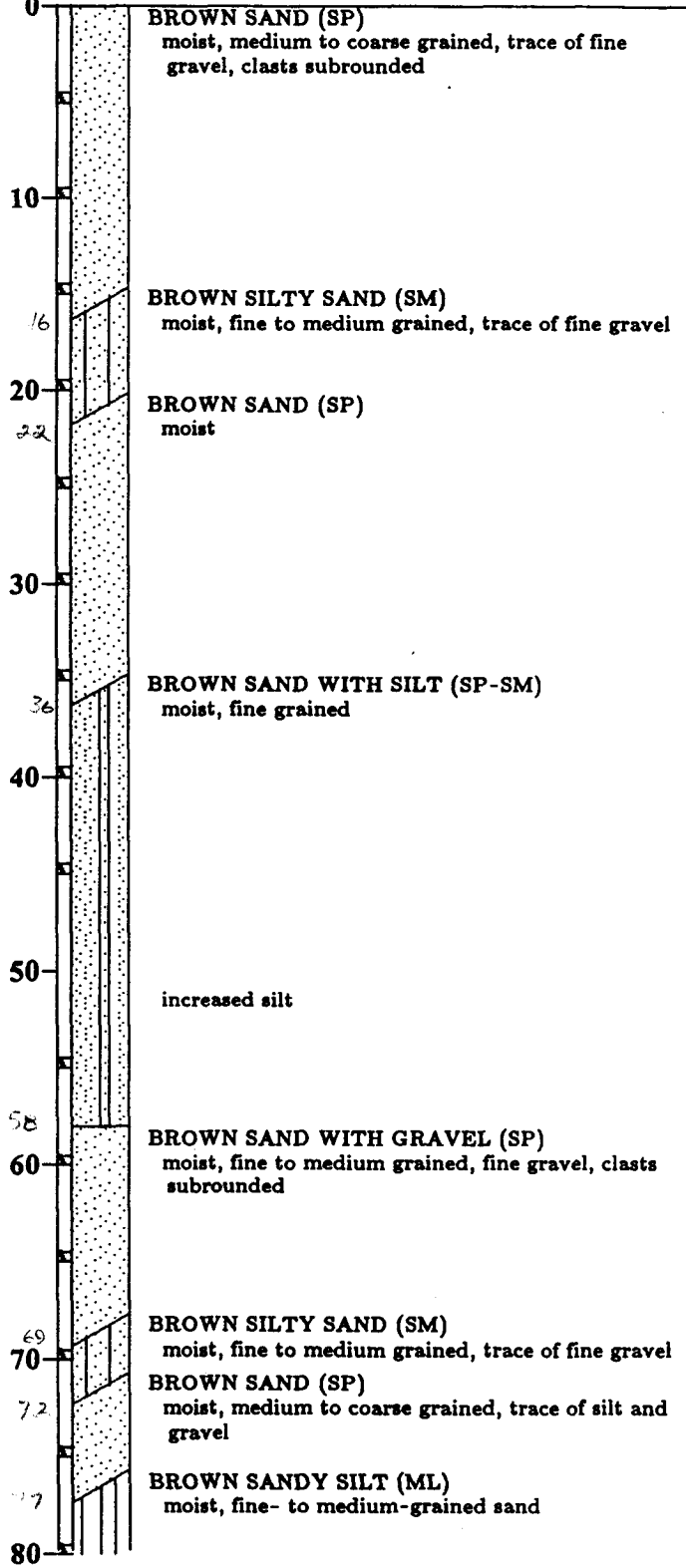
(See Plate 14 for Wellhead Construction)

Cement-Bentonite Seal

4" dia. Carbon Steel Blank Casing

3-7/8" dia. Borehole

Depth ft Sample



**Harding Lawson Associates**  
Engineers and Geoscientists

**Log of Boring OM- 2** (sheet 1 of 4)  
**Orange County Water District**  
**Orange, California**

PLATE  
**4**

DRAWN  
HK

JOB NUMBER  
9859,055.11

APPROVED  
*[Signature]*

DATE  
3/90

REVISED

DATE

98438/B+

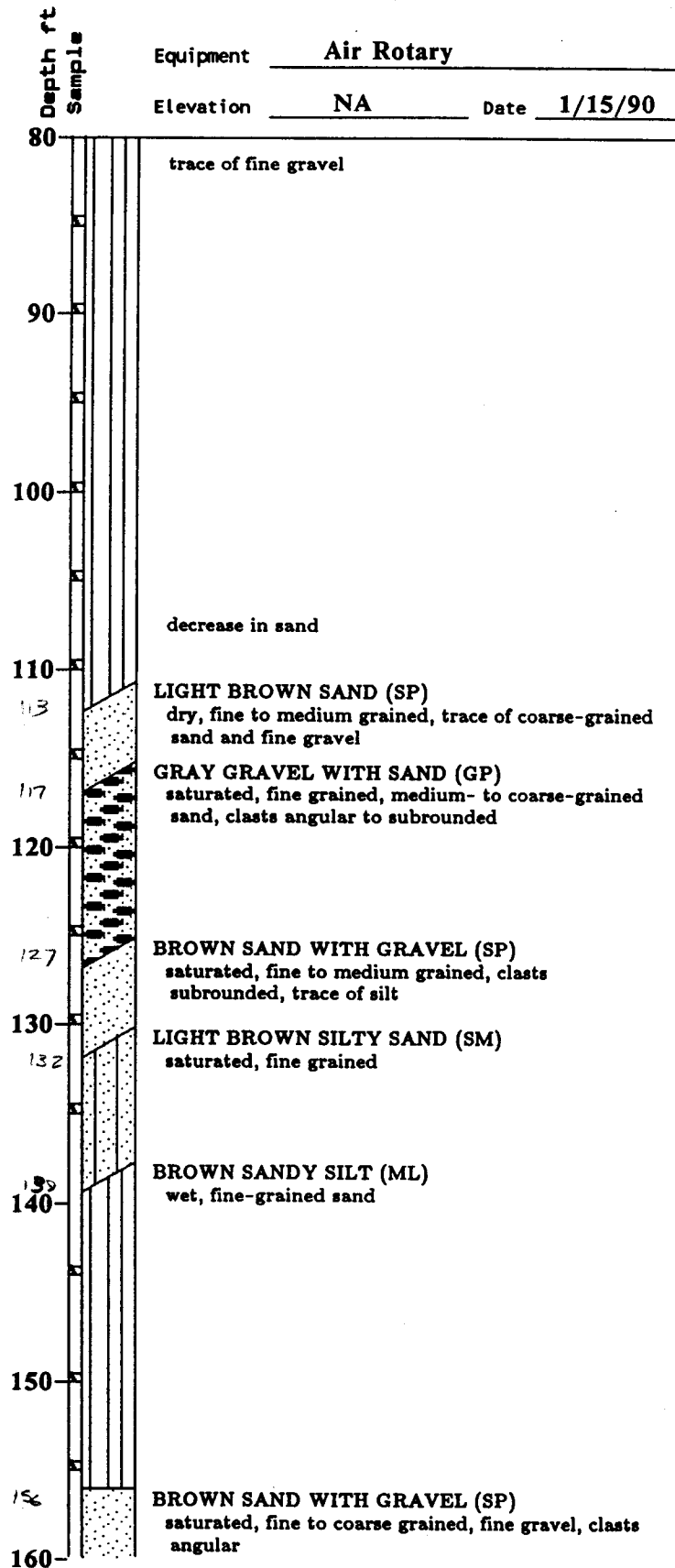
Top of Casing NA

Equipment Air Rotary

Elevation NA Date 1/15/90

4" dia. Carbon Steel  
Blank Casing

3-7/8" dia. Borehole



**Harding Lawson Associates**  
Engineers and Geoscientists

**Log of Boring OM- 2**  
Orange County Water District  
Orange, California

(sheet 2 of 4)

PLATE

**4a**

DRAWN  
HK

JOB NUMBER  
9859,055.11

APPROVED

DATE  
3/90

REVISED

DATE

00438/01

Top of Casing NA

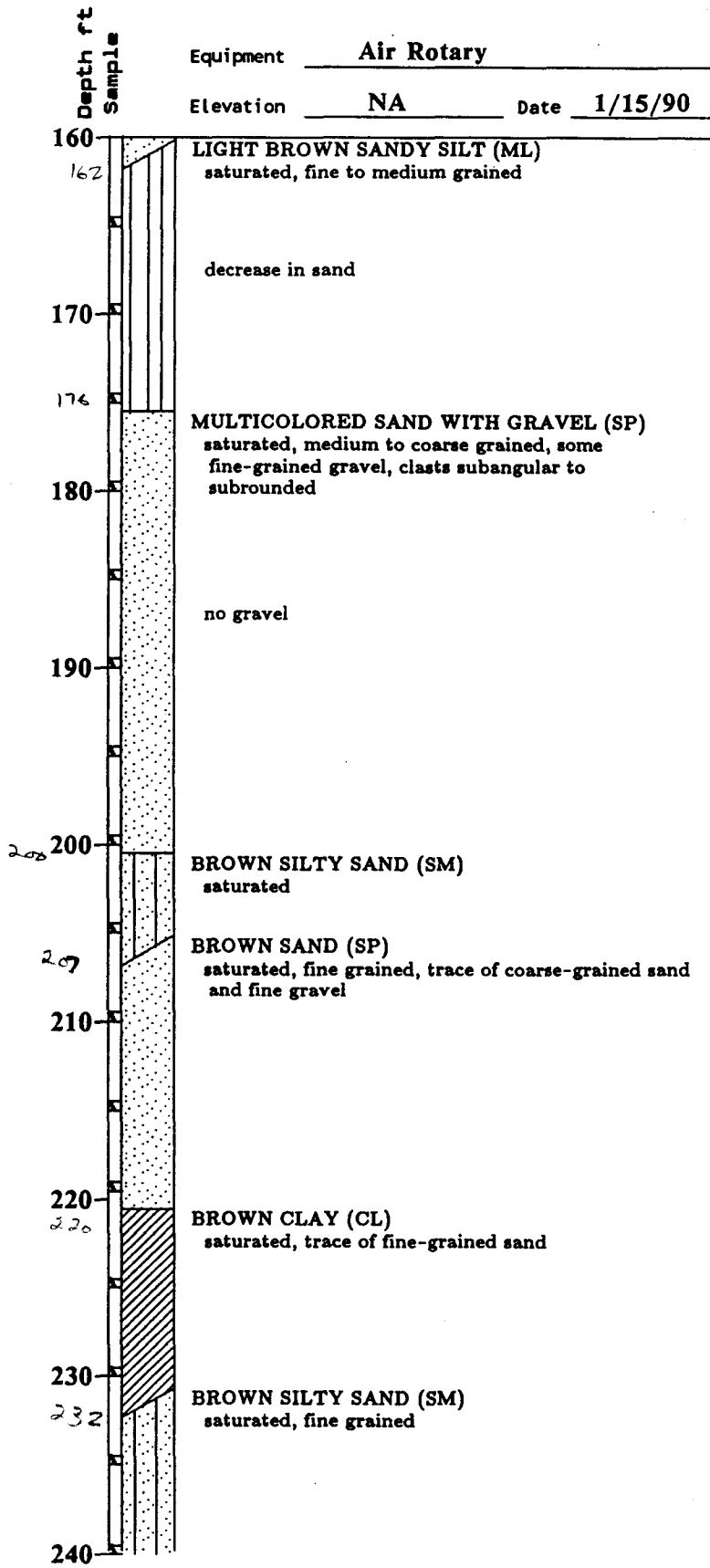
Equipment Air Rotary

Elevation NA Date 1/15/90

4" dia. Carbon Steel  
Blank Casing

3-7/8" dia. Borehole

238



Harding Lawson Associates  
Engineers and Geoscientists

### Log of Boring OM- 2

Orange County Water District  
Orange, California

(sheet 3 of 4)

PLATE

# 4b

DRAWN  
HK

JOB NUMBER  
9859,055.11

APPROVED  
*[Signature]*

DATE  
3/90

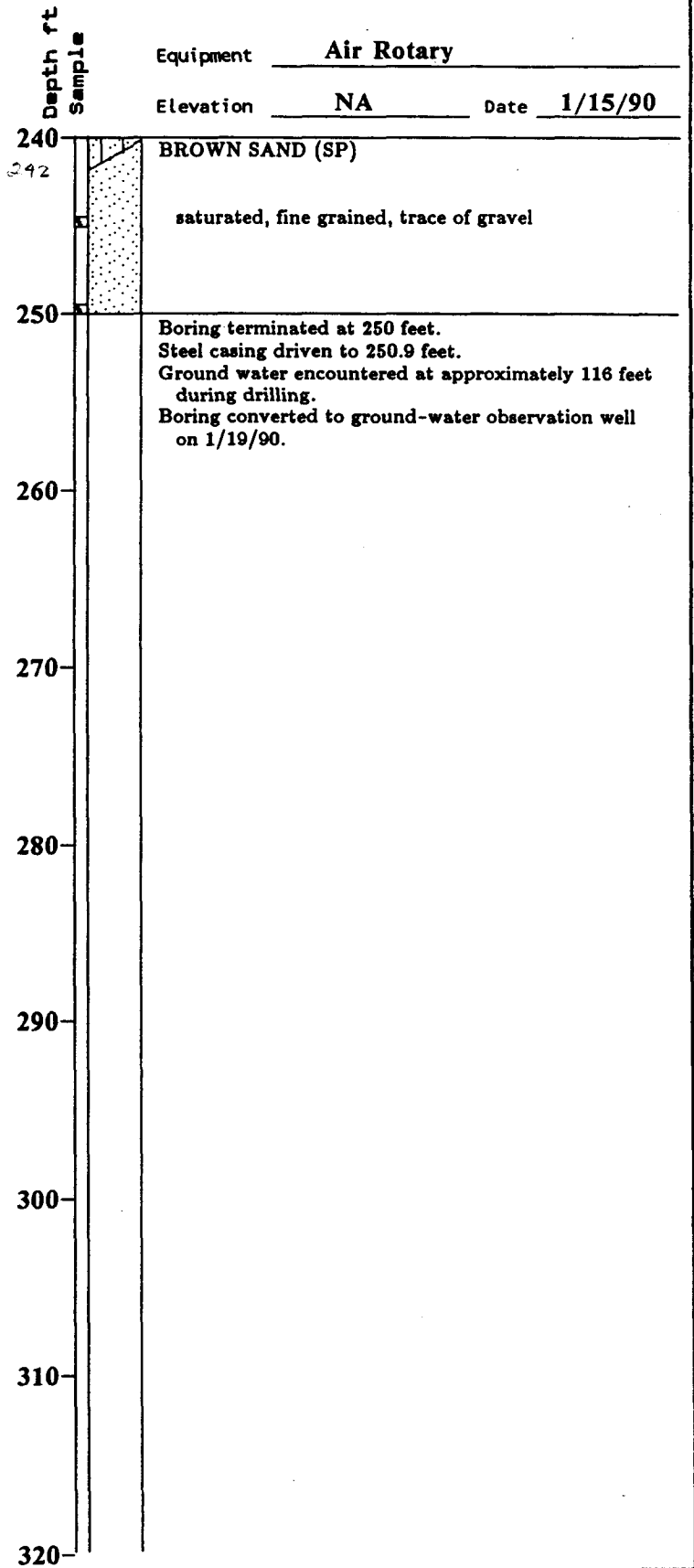
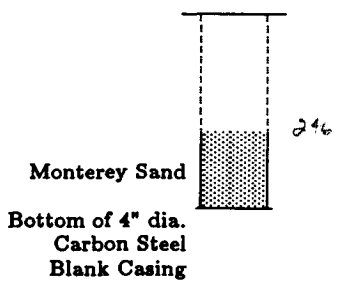
REVISED

DATE

4438/D

Top of Casing NA

Equipment Air Rotary  
Elevation NA Date 1/15/90



**Harding Lawson Associates**  
Engineers and Geoscientists

**Log of Boring OM- 2**  
Orange County Water District  
Orange, California

(sheet 4 of 4)

PLATE

**4c**

DRAWN	JOB NUMBER	APPROVED	DATE	REVISED	DATE
HK	9859,055.11	<i>[Signature]</i>	3/90		

**OM-2A**  
**BORING LOG**  
**(with casing details)**

00438/51

Top of Casing NA

Equipment Air Rotary

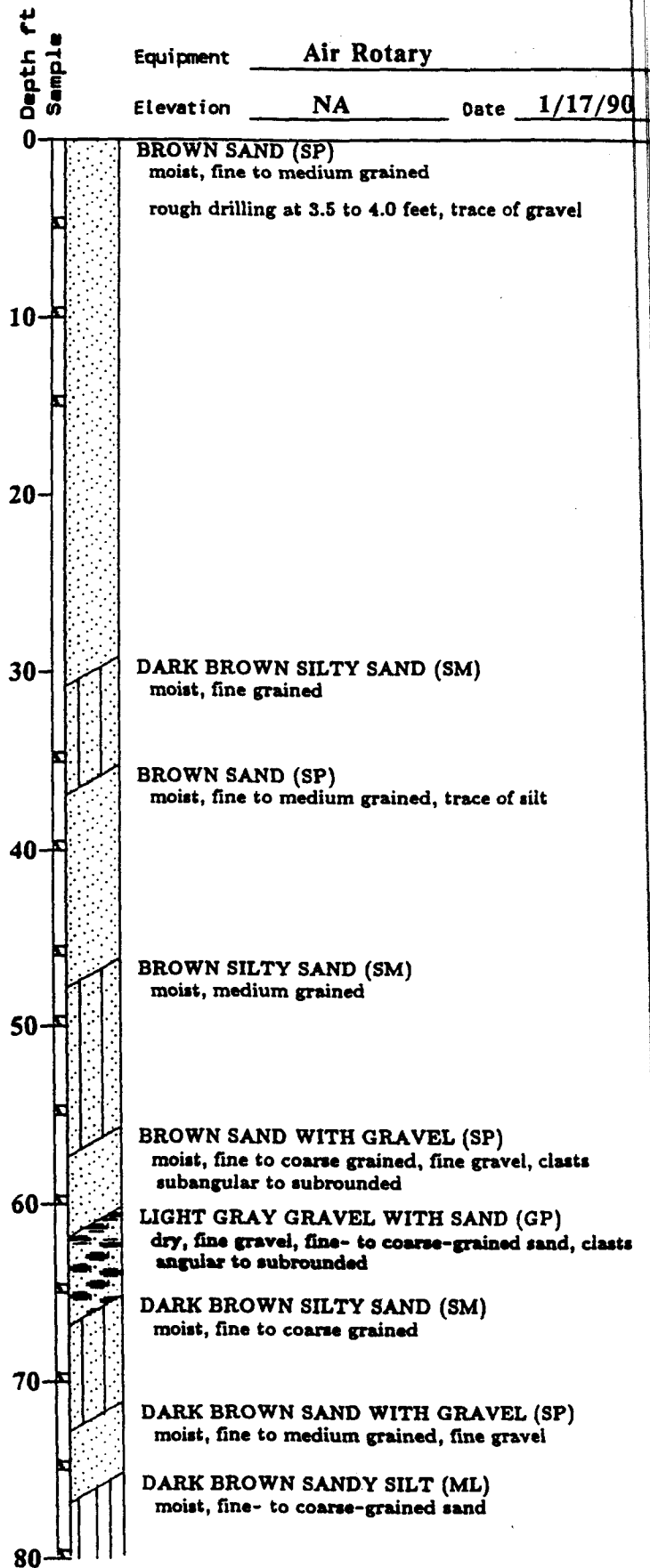
Elevation NA Date 1/17/90

(See Plate 14 for Wellhead Construction)

Cement-Bentonite Seal

4" dia. Carbon Steel Blank Casing

3-7/8" dia. Borehole



Harding Lawson Associates  
Engineers and Geoscientists

Log of Boring OM- 2A (sheet 1 of 2)  
Orange County Water District  
Orange, California

PLATE  
5

DRAWN  
HK

JOB NUMBER  
9859,055.11

APPROVED

DATE  
3/90

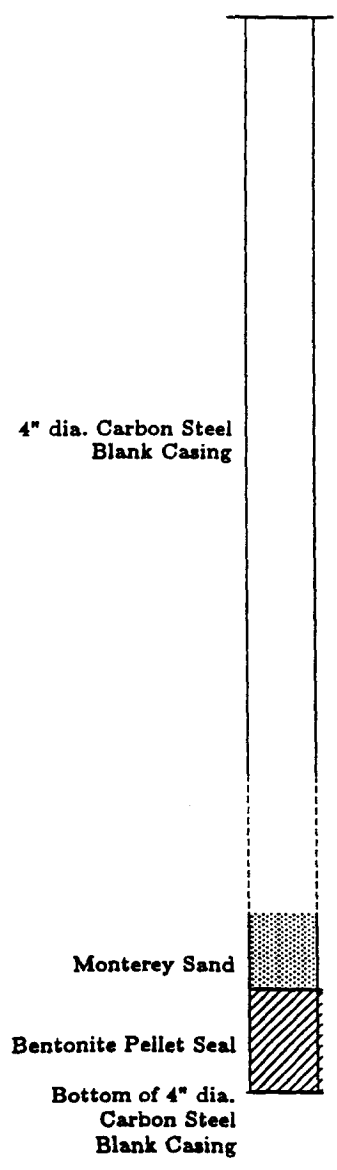
REVISED

DATE

00438-01

Top of Casing NA

Equipment Air Rotary  
Elevation NA Date 1/17/90



Depth ft Sample  
80  
90  
100  
110  
120  
130  
140  
150  
160

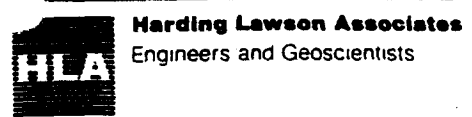
BROWN SILTY SAND (SM)  
moist, fine to medium grained

GRAY GRAVEL WITH SAND (GP)  
wet, fine grained, medium- to coarse-grained sand, clasts angular to subrounded

BROWN SAND (SP)  
saturated, fine to medium grained, trace of fine gravel

BROWN SILTY SAND (SM)  
moist, fine to medium grained, trace of fine subrounded gravel

Boring terminated at 134.9 feet.  
Steel casing driven to 130.0 feet.  
Ground water encountered at approximately 116.0 feet during drilling.  
Boring converted to ground-water observation well on 1/18/90.



**Log of Boring OM- 2A** (sheet 2 of 2)  
Orange County Water District  
Orange, California

PLATE  
**5a**

# **FIGURE 4**

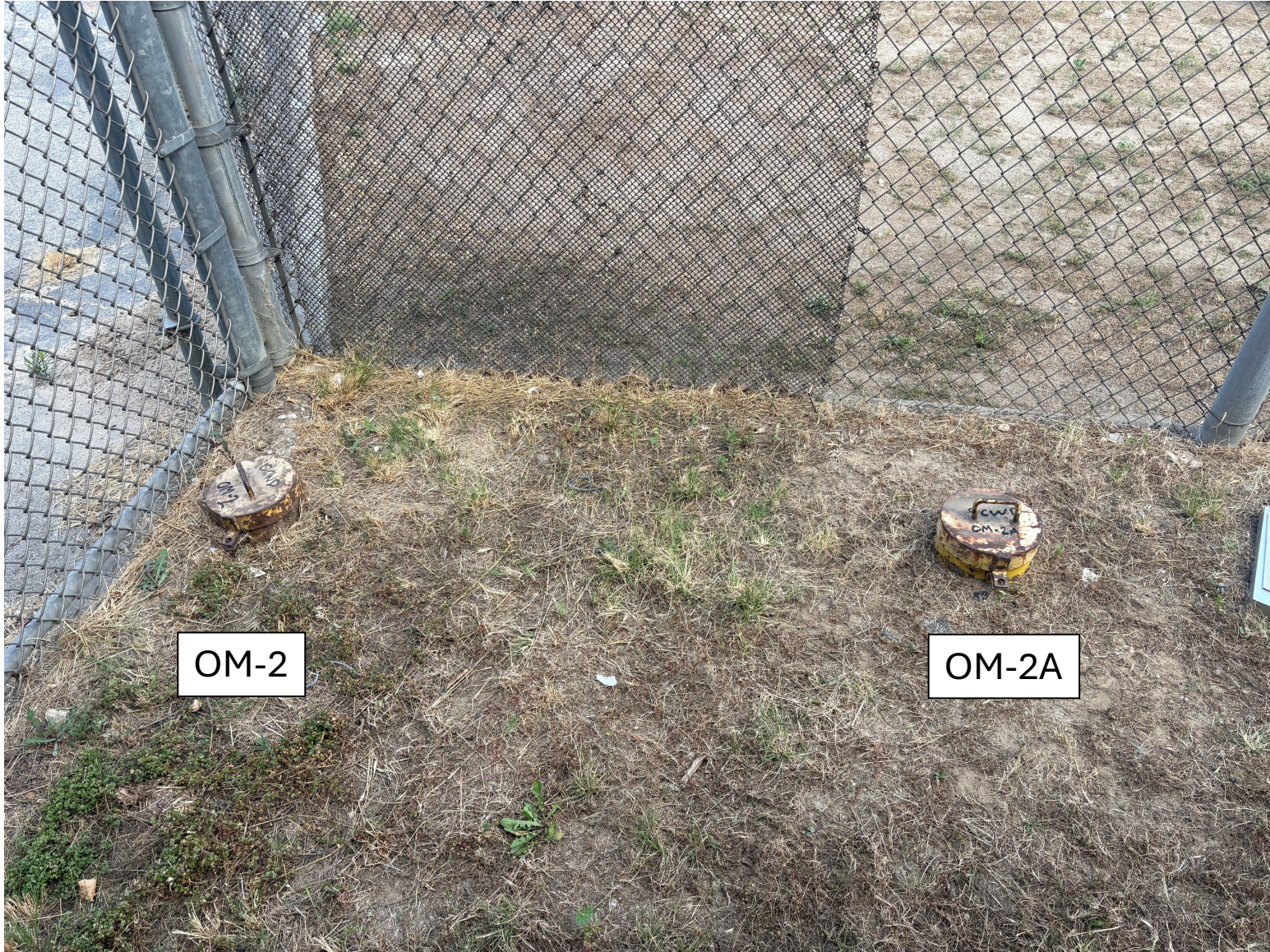
## **OM-2 and OM-2A Site**

# OM-2 & OM-2A

FENCING WILL BE REMOVED BY PROPERTY OWNER PRIOR TO DESTRUCTION WORK

9" WELL CAN  
DEPTH UNKNOWN

# OM-2 & OM-2A



OM-2

OM-2A

# OM-2 & OM-2A



OM-2

# OM-2 & OM-2A

