

ATTACHMENT 1

STATEMENT OF WORK

**FUEL DISPENSING AND STORAGE EQUIPMENT
INSPECTION, COMPLIANCE, AND REPAIR SERVICES**

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1.0 SCOPE OF WORK

- 1.1 Los Angeles County (County) Sheriff's Department (Department) is seeking qualified Contractors that can provide fuel dispensing and storage equipment inspection, compliance, and repair services (Services) on an as-needed basis. Contractor must provide Services for County-owned fueling stations with either aboveground and/or underground fuel storage tanks, at various County facilities. Onsite Services may include: performing fuel system inspections, repairs, maintenance, upgrades, removals, abandonments, replacements, and performing tank integrity testing. Other Services may also include, but not be limited to: preparing and submitting permit applications and design and as-built drawings, expediting permit issuances, responding to and correcting Notice of Violations (NOVs), and obtaining and uploading required information into the California Environmental Reporting System (CERS).
- 1.2 Contractor must be certified, licensed, qualified and capable of performing all Work requirements specified in Paragraph 3.0 (Specific Work Requirements) of this Statement of Work (SOW).
- 1.3 No Work will be performed under the Master Agreement except in accordance with a fully executed Work Order issued pursuant to Paragraph 3 (Work) of the Master Agreement.
- 1.4 Onsite Services are to be provided at the various Department locations listed in Attachment 2 (Fueling Station Locations) to the Master Agreement. The Department may decide to add and/or remove fueling station locations at any time throughout the entire term of the Master Agreement.
- 1.5 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of Work. The County does not promise, warrant, or guarantee that the County will utilize any particular level of Contractor's Service, or any Services at all, during the term of the Master Agreement. The determination as to the need for Services will rest solely within the discretion of the Department.

2.0 WORK ORDER PROCESS

The County's procedures for issuing Work Orders to Qualified Contractors are set forth in Paragraph 3 (Work) of the Master Agreement.

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3.0 SPECIFIC WORK REQUIREMENTS

3.1 WORK DESCRIPTION

- 3.1.1 Non-emergency: includes, but is not limited to, general/routine repairs, preventative maintenance, upgrades, inspection, testing and certification.
- 3.1.2 Emergency: any condition(s) which constitutes a threat to the health, welfare, and/or the safety of people and/or property, or a condition that will adversely affect the Department's delivery of one or more essential services as determined by the County, in its sole discretion.

3.2 TYPES OF SERVICES

Contractor must provide all supervision, labor, equipment, tools, raw material, supplies, and other items and/or services necessary to perform all Work, including, but not limited to:

3.2.1 Repair Services:

- Produce drawings and/or permit application(s) as detailed in Paragraph 3.3 (Permits and Licenses) below,
- Grind and remove the Underground Storage Tank (UST) sump electrical and piping penetrations,
- Provide and install split repair penetrations in the UST sump,
- Provide and install split repair test boots on the lines in the UST sump,
- Provide and install mechanical line leak detectors,
- Provide and install discriminating/non-discriminating float sensors at all UST sump locations,
- Provide and install annular/interstitial space sensors,
- Provide and install relay modules in the monitoring panel,
- Replace overflow flapper valve (drop tube) in the UST sump,
- Replace penetrations inside the UST sump containment, including removing all penetration fittings and materials; replacing penetration fittings with Bravo retrofit fittings; and wrapping and coating all UST sump penetrations (including electrical penetrations) with fiberglass materials similar to UST sump walls,
- Perform Veeder-Root panel component testing, repair, and programming,
- Breakout, remove, and replace Under Dispenser Container (UDC),

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- Replace penetrations inside UDC, including removing all penetration fittings and materials; replacing penetration fittings with Bravo retrofit fittings; and encompassing all UDC penetrations including electrical penetrations with fiberglass materials similar to containment walls,
- Remove any and all components of fuel dispensers to ensure proper operation, including the replacement of fuel dispensers, if necessary,
- Repair and/or replace primary and secondary fuel lines,
- Replace functional element valve,
- Remove and/or replace the UST and Aboveground Storage Tank (AST),
- Repair and/or replace the fuel monitoring system,
- Repair, replace, and/or troubleshoot fuel monitoring systems including, but not limited to, Submersible Turbine Pump (STP) Smart Controller 1 (SC1) monitoring system and Red Jacket systems,
- Repair and/or replace the UST spill bucket container,
- Repair and/or replace the manhole and tank manway covers, including components associated with proper operation,
- Provide and replace the inline filters required for Jet A systems,
- Repair and/or replace all vent lines,
- Paint/recoat the AST,
- Provide all repairs and/or modifications for reel repairs or replacements on the Jet A fueling stations (reels must be Hannay Reels or equivalent),
- Provide Spill Prevention and Containment Countermeasure (SPCC) documents when necessary,
- Perform UST and AST fuel polishing and/or tank triple rinsing,
- Provide and install hoses, breakaways, nozzles, pumps, hose reels, and lanyards due to drive-offs,
- Reset and clear any issues or alarms related to pulsar failure and/or any type of alarms at Veeder-Root panels to ensure all systems are normal and operational,
- Repair and/or replace STP assembly and associated components to ensure proper operation of the AST,
- Replace solenoids associated with UST and AST fueling systems, and
- Repair and/or replace transition sumps.

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3.2.2 Testing Services:

- Perform secondary containment testing on the existing or repaired sumps,
- Perform monitoring system certification testing including line leak detector testing,
- Perform helium testing on all vapor lines,
- Perform vapor recovery system testing,
- Perform Veeder-Root panel testing and reprogramming,
- Perform spill container testing,
- Perform precision line testing,
- Perform UDC testing,
- Perform integrity testing on all USTs and ASTs, and
- Perform overfill prevention testing.

3.2.3 Inspection Services:

- Perform secondary containment inspection,
- Perform monitoring system certification inspection, including line leak detector inspection,
- Perform helium inspection of all vapor lines,
- Perform vapor recovery system inspection,
- Perform Veeder-Root panel inspection,
- Perform overfill prevention equipment inspection,
- Perform spill container inspection,
- Perform precision line inspection,
- Perform UDC inspection,
- Perform designated UST operator monthly inspections, and
- Perform inspections on Jet A fuel systems.

3.3 PERMITS AND LICENSES

3.3.1 Contractor must adhere to all regulatory requirements and must apply for and provide the County with all necessary permits, documentation, and testing results to ensure compliance and completion of Work requested. All costs associated with permits and filings must be included in the Work Order bids pursuant to Paragraph 3 (Work) of the Master Agreement. Contractor must provide copies of all permits and filings prior to commencement of Work.

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- 3.3.2 In the event of a renewal or loss of a permit or license, Contractor must immediately notify County Project Manager and provide copies of the relevant renewal or cancellation to County Project Manager.
- 3.3.3 Contractor, its agents, and employees will be bound by and must comply with all applicable provisions of the California Labor Code as pursuant to Paragraph 8.5 (Compliance with Applicable Laws) and Paragraph 8.18 (Fair Labor Standards) of the Master Agreement, as well as all other applicable federal, state, and local laws related to labor. Contractor must comply with California Labor Code Section 1777.5 with respect to the employment of apprentices.

3.4 PARTS, MATERIALS, AND EQUIPMENT REQUIREMENTS

- 3.4.1 All parts, materials, and replacement equipment must be identified on the Work Order and approved by County Project Manager in writing prior to installation. Contractor must provide manufacturer documentation to County Project Manager for all replacement equipment.
- 3.4.2 All furnished replacement equipment must be new, labeled, and certified by a laboratory listed in the U.S. Occupational Safety and Health Administration's Nationally Recognized Testing Laboratory Program (e.g., Underwriter Laboratory) and must be properly rated for the intended environment.
- 3.4.3 All provided materials and equipment must be new and installed as recommended by the manufacturer. All materials and equipment must be properly tested, regulated, adjusted, and placed in proper operating condition before the Work can be accepted by the County.
 - 3.4.3.1 When an article of manufacture is mentioned by a patent, a trade name, or a manufacturer's name, it is intended to establish a standard of merit. Articles of other manufacturers that are not mentioned may be used provided they are of the same type and of equal quality. The Department will be the sole judge as to "equal".

4.0 WORK ORDER RESPONSE TIMES

4.1 NON-EMERGENCY WORK

Contractor must commence Work on the fully executed Work Orders for Non-emergency repairs within three Business Days of County Project

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Manager's direction to commence Work, or as otherwise mutually agreed upon.

4.2 EMERGENCY WORK

4.2.1 Contractor must be available to perform Emergency Services at any time during a 24-hour period, seven days per week, 365 days per year.

4.2.2 Contractor must commence Work on a fully executed Work Order for Emergency repairs within four hours of County Project Manager's direction to commence Work, or as otherwise mutually agreed upon.

5.0 ON-SITE WORK REQUIREMENTS

5.1 Contractor must meet with County Project Manager prior to start of any Work at the County jobsite.

5.2 Contractor must notify County Project Manager prior to arrival at, and departure from the County jobsite.

5.3 Access to the County jobsite must be limited to Contractor's staff that have passed a background investigation as set forth in Paragraph 7.5 (Background and Security Investigations) of the Master Agreement. Notwithstanding the above, the County may, in its sole discretion, allow temporary access to the jobsite by Contractor's staff that have not yet completed a background investigation. Such staff with temporary access must be escorted by a Department employee at all times.

5.4 All Contractor's staff approved by the County must display their company's photo identification card/badge at all times while on County property. Identification card/badge must be visible and worn above the waist.

5.5 Contractor must ensure that at least one staff member, who is licensed and/or certified to perform the Work, is present at the County jobsite at all times.

5.6 Contractor's quality control supervisor or representative must inspect the completed Work to ensure the Work has been completed in accordance with manufacturer's specifications, current building code requirements, established construction practices, and required safety standards, as applicable.

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6.0 ON-SITE SAFETY REQUIREMENTS

- 6.1 Contractor and Contractor's Work operations shall comply with all applicable federal, state, and local occupational health and safety regulations for all jobsite personnel, whether employees or nonemployees of Contractor, inclusive of all safety regulations for all equipment and materials used or operated under Contractor's supervision at the County jobsite.
- 6.2 Contractor must ensure all Contractor's staff is fully trained in their respective roles prior to entering the County jobsite.
- 6.3 Contractor must provide, at Contractor's expense, personal protective equipment for all staff under Contractor's supervision at the County jobsite.
- 6.4 Contractor is responsible for the security of the County jobsite when engaged to perform Work. Contractor must not cede responsibility for the County jobsite security at any time to any subcontractor, or other entity approved by the County to Work at the jobsite.
- 6.5 Contractor must provide security fencing around the County jobsite, including padlock(s) for existing entry gate(s), as needed, and/or directed by the County. Contractor must adhere to all necessary safety and security measures against hazards to prevent injury, theft, vandalism, damage, and unauthorized access.
- 6.6 Contractor must, at Contractor's expense, provide secure storage of all tools, equipment, and machinery at the County jobsite. Contractor is responsible for securing its equipment, tools, parts, and/or materials in the storage facilities.
- 6.7 Notwithstanding the above, the County may, in its sole discretion, provide storage facilities or storage areas for Contractor use while performing Work. The County will not be liable, however, for any damage, by whatever means, or for theft of equipment, tools, parts, and/or materials, whether on the County jobsite or in the designated storage facility or storage area.
- 6.8 The location and layout of all equipment and materials at each County jobsite will be subject to County Project Manager's approval. Such approval does not relieve Contractor of its responsibilities to maintain a safe working environment.

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- 6.9 Contractor must perform all Work in a manner that will not cause an obstruction or inconvenience to traffic, or disruption to County operations.
- 6.10 Contractor must ensure that the County jobsite remains neat, clean, and safe at all times.
- 6.11 Contractor is responsible for the proper handling and disposal of all hazardous materials from the County jobsite.
- 6.12 Contractor must remove all padlock(s) and security fencing within 24 hours of completion of Work.

7.0 WARRANTIES

- 7.1 Contractor certifies and warrants that all Work performed by Contractor will be free from deficiencies and/or failures for a period of one year after completion by Contractor, or during Contractor's standard warranty period, whichever is longer.
- 7.2 Contractor certifies and warrants that all Contractor-furnished third-party materials and/or equipment will be free from original or developed defects for a minimum period of one year after installation by Contractor, or during any third-party standard warranty period, whichever is longer.
- 7.3 Should original or developed defects, deficiencies, and/or failures appear which are, in the County's sole discretion, attributable to Contractor's Work within one year after completion by Contractor, or during Contractor's standard warranty period, whichever is longer, Contractor must, at Contractor's sole expense, remedy such original defects, developed defects, deficiencies, and/or failures, and make all replacements and adjustments that are required to remedy the defect(s) at no additional cost to the County.
- 7.4 Should original or developed defects, deficiencies, and/or failures appear in the materials, parts, or equipment furnished by Contractor, within one year after installation by Contractor, or during the original equipment manufacturer's standard warranty period, or any third-party manufacturer's warranty period, whichever is greater, Contractor must make all material, parts, and/or equipment replacements and adjustments, inclusive of labor, that are required to remedy the defect(s) at no additional cost to the County.

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7.5 WARRANTY RESPONSE TIME:

a. Non-emergency:

Contractor must commence all corrective Non-emergency warranty repairs within three Business Days of notification by County Project Manager.

b. Emergency:

Contractor must commence all corrective Emergency warranty repairs within four hours of notification by County Project Manager.

7.6 Contractor's failure to correct a defect during the warranty period may be deemed a breach of the Master Agreement in the County's sole discretion.

8.0 DAMAGE TO COUNTY FACILITIES, BUILDING, OR GROUNDS

Contractor must repair any damage to County facilities, buildings, or grounds pursuant to Paragraph 8.15 (Damage to County Facilities, Buildings, or Grounds) of the Master Agreement.

9.0 TRANSPORTATION

Contractor must provide transportation to and from the County jobsite for its staff performing Services, and for any equipment and materials required to perform Services, under a fully executed Work Order.

10.0 QUALITY ASSURANCE PLAN

10.1 The Department will evaluate Contractor's performance under the Master Agreement using the quality assurance procedures as set forth in Paragraph 8.14 (County's Quality Assurance Plan) of the Master Agreement.

10.2 CONTRACT DISCREPANCY REPORT (EXHIBIT F TO THE MASTER AGREEMENT)

10.2.1 Contractor must verbally notify County Project Manager of a Master Agreement discrepancy as soon as possible whenever a Master Agreement discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by Department and Contractor.

10.2.2 County Project Manager will determine whether a formal Contract Discrepancy Report will be issued. Upon receipt of this document, Contractor is required to respond in writing to County Project Manager within ten Business Days acknowledging the reported

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discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report must be submitted to County Project Manager within ten Business Days.