

REPAIR AND REPLACEMENT SERVICES CONTRACT
Sunflower Pump Station Effluent Channel Repair at Plant No. 1 (FR1-0026)
Specification No. S-2025-709BD

This REPAIR AND REPLACEMENT SERVICES CONTRACT (hereinafter referred to as "Contract"), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as "OC San") and Structural Preservation Systems, LLC (hereinafter referred to as "Contractor") and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to obtain the services of Contractor for Sunflower Pump Station effluent channel repair ("Services") as described in Exhibit "A" attached hereto and incorporated herein by this reference; and

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

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

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

WHEREAS, on February 25, 2026, OC San's Board of Directors, by minute order, authorized execution of this Contract.

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

1. General.

1.1 This Contract and all exhibits hereto are made by OC San and the Contractor.

1.2 The following exhibits are incorporated by reference and made part of this Contract.

Exhibit "A" – Scope of Work
Exhibit "B" – Proposal
Exhibit "C" – Determined Insurance Requirement Form
Exhibit "D" – Contractor Safety Standards
Exhibit "E" – Human Resources Policies
Exhibit "F" – General Conditions
Exhibit "G" – Bonds

1.3 In the event of any conflict or inconsistency between the provisions of the Contract and any of the provisions of the exhibits hereto, the provisions in the document highest in precedence shall be controlling. The order of precedence of the applicable documents is set forth below:

- a. Amendments to the Repair and Replacement Services Contract – the last amendment issued will have the highest precedence
- b. Repair and Replacement Services Contract

- c. Addenda issued prior to the deadline for submitting the Proposal – the last addendum issued will have the highest precedence
 - d. Permits and other regulatory requirements
 - e. Exhibit “A” – Scope of Work
 - f. Exhibit “F” – General Conditions
 - g. Exhibit “C” – Determined Insurance Requirement Form
 - h. Exhibit “D” – Contractor Safety Standards
 - i. Notice Inviting Bids
 - j. Exhibit “B” – Proposal
- 1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of providing the Services to OC San.
- 1.5 Work Hours: Shall be as specified in Exhibit “A.”
- 1.6 Days: Shall mean calendar days, unless otherwise noted.
- 1.7 OC San holidays (non-working days) are as follows: New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 Work: Shall mean all work, labor, and materials necessary to provide the Services.
- 1.9 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.10 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

2. Scope of Work.

- 2.1 Contractor shall perform the Services identified in Exhibit “A” in accordance with generally accepted industry and professional standards.
- 2.2 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment or change order signed by both Parties. Refer to Exhibit “F” - General Conditions (General Conditions), including the sections entitled REQUEST FOR CHANGE (CHANGES AT CONTRACTOR’S REQUEST) and OWNER INITIATED CHANGES.
- 2.3 Familiarity with Work. By executing this Contract, Contractor warrants that: (a) it has investigated the Work to be performed; (b) it understands the facilities, difficulties, and restrictions of the Work under this Contract; and (c) it has examined the site of the Work and is aware of all conditions at the site. Should Contractor discover any latent or unknown condition materially differing from those inherent in the Work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor’s risk, until written instructions are received from OC San.

2.4 Performance. Time is of the essence in the performance of the provisions hereof.

3. Contract Term.

3.1 The Services shall be completed within two hundred fifteen (215) calendar days from the effective date of the Notice to Proceed.

3.2 Extensions. The term of this Contract may be extended only by an amendment or change order signed by both Parties. Refer to the General Conditions, including the section entitled EXTENSION OF TIME FOR DELAY.

4. Compensation.

4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed One Million Nine Hundred Forty-Four Thousand Seven Hundred Ninety-One Dollars (\$1,944,791.00).

4.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

5. Payments and Invoicing.

5.1 OC San shall pay itemized invoices for Work completed in accordance with Exhibit "A" thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Services have been satisfactorily completed.

5.2 Contractor shall submit its invoices to OC San Accounts Payable by electronic mail to APStaff@OCSan.gov. In the subject line, include "INVOICE" and the Purchase Order Number.

5.3 The invoices shall be consistent with the General Conditions, including the section entitled PAYMENT FOR WORK.

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

6.1 To the extent Contractor's employees and/or its subcontractors perform Work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable Work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

6.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the Work is subject to compliance monitoring and enforcement by the DIR.

6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.

6.4 Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of

Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Contractor shall post a copy of the prevailing rate of per diem wages at the job site.

- 6.5 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the DIR. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.
 - 6.5.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.
- 6.6 The Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
 - 6.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or its subcontractor.
- 6.7 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

- 6.8 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.
- 6.9 Contractor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 6.10 Pursuant to Labor Code sections 1860 and 3700, the Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this Contract, certifies that:

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

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

- 6.11 Contractor shall comply with the provisions specified in the General Conditions section entitled LAWS TO BE OBSERVED.
7. **Damage to OC San’s Property.** Any of OC San’s property damaged by Contractor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San. Refer to the General Conditions, including the section entitled PRESERVATION OF PROPERTY.
8. **Freight (F.O.B. Destination).** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
9. **Audit Rights.** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
10. **Contractor Safety Standards and Human Resources Policies.** OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as the Contractor Safety Standards while working at OC San locations. If, during the course of the Contract, it is discovered that the Contractor Safety Standards do not comply with Federal, State, or local regulations, the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit “A,” all applicable Contractor Safety Standards in Exhibit “D,” and the Human Resources Policies in Exhibit “E.”
11. **Insurance.** Contractor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit “C” – Determined Insurance

Requirement Form. Contractor shall not commence Work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Contract. Nothing contained in these insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's Sureties.

12. **Bonds.** Contractor shall furnish bonds (attached hereto in Exhibit "G"), consistent with the requirements specified in the General Conditions, and which shall be approved by OC San's General Counsel. The bonds shall be one in the amount of one hundred percent (100%) of the total Contract price, to guarantee the faithful performance of the Work, and the other in the amount of one hundred percent (100%) of the total Contract price, to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and accepted by OC San. Bonds must be issued by a California admitted surety and must be maintained throughout the life of the Contract and during the warranty period.

Contractor is hereby notified that it is required that the person executing the bonds either (1) attach a power of attorney authorizing the person who executed the bond to do so for and on behalf of the insurer; or (2) must have on file with the County Clerk, County of Orange, a Power of Attorney and authorization to execute said bonds for and on behalf of the corporate surety. The purpose of this requirement is to ensure that the provisions of Code of Civil Procedure section 995.630 requiring such authority to be on file with the Orange County Clerk are satisfied in order for OC San and its officers to approve the bond.

13. **General Indemnification.** The Contractor shall, with respect to all Work covered by or incidental to the Contract Documents, be responsible for any liability imposed by law and shall indemnify, defend and hold OC San, the ENGINEER, the CONSULTANT and its subconsultants, and each of their directors, officers, agents and employees, and all public entities issuing permits to the Contractor, free and harmless from and against all of the following:

Any claim, suit or action of every name, kind, and description, loss, damage, cost, expenses, including reasonable attorney's fees and expert fees, costs of compliance with administrative orders and directives, litigation, arbitration, awards, fines, and administratively or judicially-imposed penalties or judgments, arising by reason of death or bodily injury to person(s), injury to property, or other loss, damage or expense, resulting from the construction or performance of the Work, design defects (if design originated by the Contractor only), defects in the Work, or by or on account of acts, errors or omissions of the Contractor or Contractor's subcontractors, suppliers, employees, invitees, or agents or from any other cause whatsoever arising during the progress of the Work or at any time prior to its completion and Final Acceptance, including any of the same resulting from OC San's alleged or actual acts, errors, or omissions regardless of whether on or off of the worksite. Said responsibility shall extend to claims, demands or liability for loss, damage or injuries occurring or discovered after completion of the Work, as well as during the progress of the Work. However, the Contractor shall not be obligated under this Contract to indemnify OC San, the ENGINEER or its CONSULTANT(s) with respect to the active negligence, sole negligence or willful misconduct of OC San, the ENGINEER, or its CONSULTANT(s). In addition, if any action is brought against the Contractor or any subcontractor to enforce a stop payment notice or Notice to Withhold, which names OC San as a party to said action,

OC San shall be entitled to reasonable attorney's fees, costs and necessary disbursements arising out of the defense of such action by OC San. OC San shall be entitled to deduct its costs for any stop payment notice filed, whether court action is involved or not.

In any and all claims against the indemnified parties by an employee of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation as specified herein shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor, or any subcontractor, or any supplier or other person under Workers' Compensation acts, disability benefit acts, or other employee acts.

The obligations of the Contractor as specified herein shall not extend to the liability of the ENGINEER, the CONSULTANT or its subconsultants, and each of their directors, officers, agents and employees, arising out of or resulting from or in connection with the preparation of approval of maps, Drawings, opinions, reports, surveys, designs or Specifications, provided that the foregoing was the sole and exclusive cause of the loss, damage, or injury.

The Contractor shall also be responsible for and shall indemnify, defend, and hold harmless OC San, the ENGINEER the CONSULTANT and its subconsultants, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of the Contractor to faithfully perform the Work and all of the Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees incurred by the indemnified parties in any lawsuit to which they are a party.

In the event Contractor or its insurer refuses or fails to provide a legal defense to OC San after receiving written notice of the legal action and a tender and demand for defense, OC San shall have the right to select counsel of its own choice to represent all the interests of OC San at Contractor's cost and expense. Contractor agrees that the amount of legal costs and expenses, including attorneys' fees, may be withheld by OC San from any Contract amounts due and owing to Contractor until such time as a final determination is made as to the responsibility for payment of said fees and costs. Contractor further agrees that to the extent OC San incurs such damages and the damages exceed any remaining Contract amounts due and owing to Contractor, Contractor shall reimburse OC San for all such additional damages upon demand by OC San for the same.

Contractor and OC San agree that nothing in this section is intended to be or is a prevailing party clause as it pertains to attorney's fees.

14. **Independent Contractor.** The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.
15. **Subcontracting and Assignment.** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Subcontractors not specifically listed in the Proposal will not be recognized as such and will not be allowed to work on the Project unless the value of said Work is less than one-half of one percent (1/2%)

of the total Contract price. All persons engaged in the Work will be considered as employees of the Contractor, and not as independent contractors. No assignment of any portion of the Work or of any obligation or duty under the Contract is permitted without the express prior written consent of OC San, and as otherwise authorized by the Contract Documents. Any such attempted delegation or assignment shall be void.

16. **Disclosure.** Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.
17. **Non-Liability of OC San Officers and Employees.** No officer or employee of OC San shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OC San, or for any amount which may become due to Contractor or to its successor, or for breach of any obligation under the terms of this Contract.
18. **Third-Party Rights.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
19. **Applicable Laws and Regulations.** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically included or referenced.
20. **Licenses, Permits, Ordinances, and Regulations.** Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the Work performed under this Contract will be paid by Contractor.
21. **Regulatory Requirements.** Contractor shall perform all Work under this Contract in compliance with the General Conditions, including the section entitled STORMWATER REQUIREMENTS, and in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.
22. **Environmental Compliance.** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
23. **South Coast Air Quality Management District's Requirements.** It is Contractor's responsibility to ensure that all equipment furnished and installed complies with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract Work practices, which may have associated emissions such as sandblasting, open field spray painting, or demolition of asbestos containing components or structures shall comply with the appropriate rules and regulations of SCAQMD.
24. **California Air Resources Board Mobile Source Regulations.** Contractor and its applicable consultants, subconsultants, and subcontractors shall comply with the following California Air Resources Board Mobile Source Regulations:

- Advanced Clean Fleet (ACF): 13 CCR 2013-2013.4; 13 CCR 2015-2015.6
- Truck & Bus Regulation (T&B): 13 CCR 2025
- Clean Truck Check (CTC): 13 CCR 2195-2199.1
- Off-Road Diesel Amendments (ORD): 13 CCR 2449-2449.2

25. California Voluntary Protection Program Annual Reporting Requirement.

If Contractor will potentially work 1,000 combined hours in a quarter, for the term of the Contract, Contractor shall provide an annual report detailing its safety and health information, including, but not limited to, its total number of employees, work hours, number of injuries and illnesses, and number of injury and illness cases involving days away from work, restricted work activity and/or job transfer. Contractor shall furnish this report to OC San no later than January 20th each calendar year.

Failure to provide this data by the required due date may result in suspension of Contractor's services with OC San. Any delay arising out of or resulting from such suspension shall be Contractor's sole responsibility and considered Contractor caused delay, which shall not be compensable by OC San.

26. Warranties. Contractor shall provide the warranties required in the Scope of Work and in the General Conditions, including the section entitled WARRANTY (CONTRACTOR'S GUARANTEE).

27. Dispute Resolution.

27.1 Any disputes between the Parties shall be resolved as specified in the General Conditions, including the section entitled DISPUTES

27.2 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.

27.3 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to Code of Civil Procedure, Part 3, Title 9, sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to Code of Civil Procedure section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

28. **Liquidated Damages.** In the event the Contractor fails to achieve Final Completion of the Work within the term of this Contract; or fails to meet any other time requirements set forth in the Contract Documents, including timely submittal or update of the Project Schedule; or fails to achieve any designated Milestones or deadline as required in Exhibit "A" Scope of Work, after due allowance for extensions of time made in accordance with the Contract Documents, if any, OC San will sustain damage which would be extremely difficult and impracticable to ascertain. The Parties therefore agree that in each such event, Contractor will pay to OC San liquidated damages (Liquidated Damages) as specified in the General Conditions, including section entitled TIME OF COMPLETION AND LIQUIDATED DAMAGES, not as a penalty, for each and every calendar day during which Final Completion of the Work, as required in Exhibit "A," is so delayed or timely submittal or update of the Project Schedule is so delayed. If deadlines for Milestones are identified in Exhibit "A" Scope of Work, Contractor shall pay OC San the Liquidated Damage amount corresponding to that Milestone for each and every day during which the achievement of the Milestone is delayed. Contractor agrees to pay such Liquidated Damages and further agrees that OC San may offset the amount of Liquidated Damages from any monies due or that may become due to the Contractor under this Contract. Contractor also agrees that to the extent the amount of Liquidated Damages exceeds any monies due to the Contractor under this Contract, Contractor shall pay all such amounts to OC San upon demand. Liquidated Damages due to delays in achieving a Milestone or deadline will not be credited toward Liquidated Damages due to delays in achieving subsequent Milestones, deadlines, or Final Completion of the Project. If this provision is found for any reason to be void, invalid, or otherwise inoperative so as to disentitle OC San from claiming Liquidated Damages, OC San is entitled to claim against the Contractor damages at law for the Contractor's failure to complete the Work during the term of this Contract.
29. **Remedies.** In addition to other remedies available in law or equity, if the Contractor fails to deliver the goods and Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods and Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) "cover" by purchasing, or contracting to purchase, substitute goods and Services for those due from Contractor. In the event OC San elects to "cover" as described in (c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods and Services and the Contract price, together with any incidental or consequential damages.
30. **Force Majeure.** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected party shall use reasonable efforts to minimize the extent of the delay. Work affected by a force majeure condition may be rescheduled by mutual consent of the Parties.
31. **Termination.**
- 31.1 **Termination for Convenience.** OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when OC San is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority, or upon a determination that such termination is in the best interest and convenience of OC San, or whenever OC San is prohibited from completing the Work for any reason, by written notice from OC San of intent to terminate.

Upon receipt of such written notice of termination, Contractor shall:

1. Immediately stop all Work under this Contract (unless the notice directs otherwise);
2. Terminate all orders and subcontractors except as necessary to complete Work which is not terminated;
3. If directed in writing by OC San to do so, assign all right, title, and interest in subcontracts and materials in progress, in which case OC San will have the right at its discretion to settle, or pay any or all claims arising out of the termination of such subcontractors, but in no event shall recovery by any Contractor include lost profits for uncompleted portions of Work;
4. Deliver or otherwise make available to OC San all data, Drawings, Specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor in performing this Contract whether completed or in process;
5. Settle outstanding liabilities and claims with the approval of OC San;
6. Complete performance of such part of the Work as has not been terminated; and
7. Take such other actions as may be necessary, or as may be directed by OC San for the protection and preservation of the Project and/or property related to the Contract.

Upon receipt of OC San's written notice of termination for convenience, and within a period of fifteen to thirty (15 to 30) days, as determined by the ENGINEER at the time of termination, the Contractor shall submit to the ENGINEER a termination proposal which shall include, but is not limited to, the Contractor's estimated costs to be incurred by the Contractor as a result of the termination for convenience, and as allowed by the Contract Documents, including all documentation to support such costs; the status of the Work at time of termination; the status of termination of the Contractor's Subcontractor(s) and Supplier(s) agreement(s) including the amount of each said agreement, amount paid under each agreement up to the date of termination, and the amount that currently remains due and owing under each agreement for Work completed as of the date of termination, if any; a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the ENGINEER; and any other information and/or documentation as required by OC San.

Upon receipt of OC San's written notice of termination for convenience, the Contractor shall submit to the ENGINEER, within thirty (30) days, a request for final payment. The final payment to the Contractor after termination for convenience shall be limited to amounts due and owing under the Contract at time of termination, including the following:

1. Any actual costs incurred by the Contractor for restocking charges;
2. The agreed upon price of protecting the Work in any manner, if any, as directed by OC San;
3. The cost of settling and paying claims arising out of the termination of the Work under subcontract agreements or orders with OC San's approval, as specified above, exclusive of the of the amounts paid or payable on account of goods

delivered or Work furnished by subcontractor prior to the effective date of the termination; and

4. The actual costs incurred by the Contractor allocable to the portion of the Work properly performed or goods supplied by the Contractor as of the date of termination, reduced by any sums previously paid to the Contractor.

Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost, or claim hereunder by Contractor other than for Work performed through the date of termination.

OC San shall have the right to withhold any portion or the whole of the final payment under this provision in the event there are any outstanding claims for compensation asserted by OC San against the Contractor, or by any third party against OC San which arises out of the Contractor's Work.

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

- 31.2 Termination for Default.** OC San reserves the right to terminate this Contract immediately upon OC San's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Contract. If the Contractor refuses or fails to prosecute the Work under the Contract or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any authorized extension thereof, or fails to perform the Work in a manner required by the Contract Documents and/or industry standards, or fails to complete such Work within such time as required under the Contract Documents or, if the Contractor should be adjudged as bankrupt, or is otherwise deemed insolvent by OC San based on good cause and is unable to proceed with the Work, or if the Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if the Contractor files a petition to take advantage of any debtor's act, or should any subcontractor violate any of the provisions of the Contract, or if the Contractor should persistently or repeatedly refuse or fail, except in cases for which an authorized extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if the Contractor should fail to make prompt payment to subcontractors for material or labor, or if the Contractor should persistently disregard laws, or instructions given by OC San, or if the Contractor otherwise substantially fails to fulfill its obligations under the Contract Documents, OC San may, without prejudice to any other right or remedy, serve written notice upon the Contractor and sureties of OC San's intention to terminate the Contract and the Contractor's performance under the Contract. Said notice shall contain the reasons for such intention to terminate the Contract and the Contractor's performance under the Contract, and unless, within ten (10) days after the service of such notice, such violations cease and/or satisfactory arrangements for the corrections thereof have been made, OC San may terminate the Contract and Contractor's performance under the Contract and the Contractor shall not be entitled to receive any further payment until the Work is finished.

In the event of any such termination, OC San shall serve written notice thereof upon the Surety and Contractor, and the Surety shall have the right to take over and perform the Work under the Contract. However, if the Surety, within five (5) days after the service of a notice of termination, does not give OC San written notice of its intention to take over and perform the Contract, and if it serves such notice of its intent to take over and perform the Work under the Contract and does not begin performance thereof within fifteen (15) days from the date of serving said notice, OC San may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and the Sureties and/or Contractor shall be liable to OC San for any excess cost or other damage incurred by OC San thereby. In such an event, OC San may, without liability for so doing, take possession of and utilize such materials, tools, equipment, supplies, and other property belonging to the Contractor and/or assume assignment of any and all subcontracts for subcontractors and/or suppliers that may be on the worksite and be necessary to complete the Work. For any portion of such Work that OC San elects to complete by furnishing its own employees, materials, tools, and equipment, OC San shall be compensated in accordance with the schedule of compensation for force account Work as stated in the General Conditions section entitled PRICE ADJUSTMENTS AND PAYMENTS.

If the Surety assumes the Contractor's terminated Work, it shall take the Contractor's place in all respects for that part and shall be paid by OC San for all Work performed by it in accordance with the terms of the Contract Documents. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Contract Documents. Contractor hereby consents to assigning to OC San and/or OC San's replacement contractor all subcontracts and other agreements of any and all subcontractors and/or suppliers that may be on the worksite and/or may be necessary to complete the Work in the event of Termination for Default or Termination for Convenience, as set forth below. Contractor agrees to obtain, by way of a subcontract provision, the consent of each and every subcontractor and/or supplier for such assignment prior to the commencement of each such subcontractor's and/or supplier's Work on the Contract.

In the event of such termination, the Contractor will be paid the actual amount due based on unit prices or lump sums in the Contract and the quantity of Work completed at the time of termination, less damages caused to OC San by acts of the Contractor causing the termination, including but not limited to, all costs to OC San arising from professional services and attorneys' fees and all costs generated to insure or bond the Work of substituted Contractors or subcontractors utilized to complete the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to OC San promptly upon demand. On failure of the Contractor to pay, the Surety shall pay on demand by OC San. Any portion of such difference not paid by the Contractor or Surety within thirty (30) days following the mailing of a demand for such costs shall earn interest at the maximum rate authorized by California law.

The Contractor and OC San agree that nothing in this section is intended to be or is a prevailing party clause as it pertains to attorney's fees.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies under law or in equity available to OC San.

If it is later determined by OC San that the Contractor had an excusable reason for not performing, such as a fire, flood, or other event which was not the fault of or was beyond the control of the Contractor, OC San, after setting up a new performance schedule, may allow the Contractor to continue Work, or treat the termination as a termination for convenience, and the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of OC San.

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

32. **Attorney's Fees.** If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, each party shall bear their own attorney's fees, costs, and other dispute resolution costs.
33. **Waiver.** The waiver by either party of any breach or violation of, or default under, any provision of this Contract shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.
34. **Severability.** If any section, subsection, or provision of this Contract; or any agreement or instrument contemplated hereby; or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
35. **Survival.** The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.
36. **Governing Law.** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange in the event any action is brought in connection with this Contract or the performance thereof.
37. **Notices.**
 - 37.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand, or request sent. All notices shall be effective when first received at the following addresses:

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
Ryan P. Gallagher
Chair, Board of Directors

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Kevin Work
Purchasing & Contracts Manager

STRUCTURAL PRESERVATION SYSTEMS, LLC

Dated: _____

By: _____

Print Name and Title of Officer

LDR

EXHIBIT A
SCOPE OF WORK

For

Sunflower Pump Station Effluent Channel Repair at Plant No. 1 (FR1-0026)

EXHIBIT A
SCOPE OF WORK
Sunflower Pump Station Effluent Channel Repair at Plant No. 1 (FR1-0026)
Specification No. S-2025-709BD

1. BACKGROUND

Sunflower Pump Station has two 40 mgd Archimedes screw pumps that were built in 1987 as part of the P1-20 Project to lift raw sewage from the Sunflower Trunkline up to the Plant No. 1 Bar Screens. The effluent channels were rehabilitated and recoated with polyurethane under Projects FR10-004 (2011) and FE08-14-R (2010). Under Project FE19-04, Pump 1 was recently replaced, and the trough areas were recoated. Pump 2 received temporary repairs to the trough in 2024.

Over time, the coating has deteriorated in the pump effluent channels allowing the concrete to erode and disintegrate to a point where the structural integrity has been compromised. Temporary steel beams were installed in 2024.

OC SAN recently performed a condition assessment of the area. See Appendix A-7.

2. SCOPE OF WORK

2.1 GENERAL

The Work includes demolition of coating, unsound concrete, rebar, and other materials as well as the repair, and lining activities within the two effluent channels.

- 2.1.1 All Work shall be performed, and all components and materials shall be provided by the CONTRACTOR in accordance with Appendix A-1 (Specifications) and Appendix A-2 (Drawings). Provide all labor, elements, accessories, and appurtenances for a complete system.
- 2.1.2 See Appendix A-1 (Specifications) Section 01110, Summary of Work for a more detailed description of the Work.
- 2.1.3 See also Appendix A-3 through A-9 for additional requirements and information.

2.2 PROJECT MANAGEMENT AND SUPERVISION

At all times during the progress of the Work, the CONTRACTOR shall have assigned a qualified Project Manager and Superintendent who shall not be replaced without prior written notice by the CONTRACTOR and acceptance by the ENGINEER. Meet requirements of Section 01110, Summary of Work and Section 01160, Contractor Staff Qualifications in Appendix A-1 (Specifications). The Superintendent shall be on-site during all field Work. The Project Manager shall have the authority to act on behalf of the CONTRACTOR, including executing the orders or directions of the ENGINEER without delay. The Project Manager and Superintendent shall attend all meetings with OC SAN. The Project Manager and Superintendent shall have full authority to promptly supply products, tools, equipment, and labor as may be required to diligently prosecute the Work.

2.3 MISCELLANEOUS WORK

When utilizing Access Point No. 1 (see Appendix A-5) remove sections of the FRP covers, as necessary for the Work. Provide two airtight gas and odor barriers (one from common effluent channel and a separate one from the screw pump side). Protect removed cover segments from damage. Replace when done and reseal joints. Maintain barriers whenever the cover segments are

off and when people are in the Work area.

If Access Point No. 2 (see Appendix A-5) is utilized note that existing concrete around the opening is compromised. Take precautions when utilizing this access point. Remove existing plate when using this access point. Install a temporary marine grade plywood cover to seal the area that accommodates ventilation vents and as needed for fall protection. Provide two airtight gas and odor barriers between the access/work area and the raw sewage effluent (one from common effluent channel and a separate one from the screw pump side). Protect the removed plate from damage. Replace when done and reseal joints. Maintain barriers whenever the plate is off or when people are near the Work area.

3.0 QUALITY ASSURANCE AND QUALITY CONTROL

CONTRACTOR and its personnel assigned to this Project shall be qualified in the field of concrete repair per Section 01160, Contractor Qualifications in Appendix A-1 and as indicated elsewhere in the Contract Documents. For installation of the Work, the CONTRACTOR shall utilize qualified personnel who have received training from the product manufacturer's representative for each product installed.

The CONTRACTOR shall perform all Work in accordance with the approved written Work Plan and Schedule per Appendix A-1 (Specifications), Section 01300, Contractor's Construction Schedule and Reports. The Work Plan shall include a description of the CONTRACTOR's procedures for completing the Work, calibrating test equipment, establishing procedures, maintaining compliance with procedures, monitoring quality of Work, identifying inspection milestones, and training of CONTRACTOR personnel. The CONTRACTOR's procedures for recording data, organization and retention of records, and transmittal to the ENGINEER for review and acceptance shall be included. The Work Plan for the Project shall include all phases of the Work, all activities shown on the Baseline Construction Schedule, all major equipment, all deliveries, all shutdowns, all field assessments, and all inspection milestones and hold points. Describe in detailed each Work task.

4.0 LIQUIDATED DAMAGES

In the event the CONTRACTOR fails to achieve completion of the Work within the term of this Contract or achieve the Milestones designated below, the CONTRACTOR shall pay to OC SAN the amount shown below per calendar day, as Liquidated Damages. CONTRACTOR agrees to pay such Liquidated Damages and further agrees that OC SAN may offset the amount of Liquidated Damages from any monies due or that may become due CONTRACTOR under this Contract.

4.1 MILESTONE ONE

Substantial Completion of the two effluent channels shall be achieved no later than October 15, 2026. Substantial Completion is achieved when all of the field Work is completed, including testing and repair, and OC SAN has the ability to place the channels back into service. Liquidated Damages for Milestone One is \$1,000 per calendar day.

4.2 MILESTONE TWO

Final Completion of all Contract requirements shall be achieved no later than 215 calendar days from the effective date of the Notice to Proceed. Final Completion is achieved when all Contract Work is completed to the satisfaction of OC SAN. Liquidated Damages for Milestone Two is \$400 per calendar day.

5.0 APPENDICES

Appendices A-1, A-2, A-5, A-6, A-8, and A-9 are part of the Work of this Contract. Appendices A-3, A-4, and A-7 are for reference only.

Sunflower Pump Station Effluent Channel Repair		
Source	Appendices	Document Title
OC SAN	Appendix A-1	Specifications
OC SAN	Appendix A-2	Drawings
OC SAN	Appendix A-3	Partial P1-20 Record Drawings
OC SAN	Appendix A-4	Partial P1-105 Drawings
OC SAN	Appendix A-5	Access Points to Work Area and Cover Plate Details
OC SAN	Appendix A-6	Staging Area
Structural Tech	Appendix A-7	Condition Assessment of the Pump 1 and 2 Effluent Channel
OC SAN	Appendix A-8	PVC Liner Details
OC SAN	Appendix A-9	Temporary Sewage Bypass Pumping