

**SERVICES CONTRACT**  
**Primary Clarifiers F and G Rotating Mechanism Rehabilitation at Plant No. 2 (FE23-09)**  
**Specification No. S-2024-612BD**

This 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 Vicon Enterprise, Inc. (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 Primary Clarifiers F and G Rotating Mechanism Rehabilitation at Plant No. 2 (“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 September 25, 2024, 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” – Bid
- 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. Addenda issued prior to the deadline for submitting the bids – the last addendum issued will have the highest precedence
- b. Services Contract

- c. Exhibit "A" – Scope of Work
  - d. Permits and other regulatory requirements
  - e. Exhibit "C" – Determined Insurance Requirement Form
  - f. Exhibit "F" – General Conditions
  - g. Exhibit "D" – Contractor Safety Standards
  - h. Notice Inviting Bids
  - i. Exhibit "B" – Bid
- 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 provide 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 signed by both Parties and consistent with 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 fifty-two (52) weeks from the effective date of the Notice to Proceed.

3.2 Extensions. The term of this Contract may be extended only by an amendment signed by both Parties and consistent with 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 Three Million One Hundred Fifty Thousand Dollars (\$3,150,000.00).

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](mailto: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 California Department of Industrial Relations (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 Department of Industrial Relations. 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 and consistent with 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.

12. **Bonds.** Prior to entering into the Contract, 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 bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the total Contract price bid, 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.
13. **Indemnification and Hold Harmless Provision.** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Contractor's equipment and/or Services under this Contract, or by its subcontractor(s), or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Contractor shall indemnify, protect, defend, and hold harmless OC San, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person, or damage to property, or interference with the use of property arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process; or any patented or unpatented invention, article, or appliance furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless; or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent; or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Contract.
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.** Any subcontracting or assignment shall be governed by the provisions of the General Conditions including the sections entitled SUBCONTRACTING and ASSIGNMENT.

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 consistent 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 be in accordance 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. **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).
25. **Dispute Resolution.** Any disputes between the Parties shall be resolved as specified in the General Conditions, including the section entitled DISPUTES.
26. **Liquidated Damages.** In the event the Contractor fails to achieve completion of the work within the term of this Contract or achievement of any designated Milestones, after due

allowance for extensions of time made in accordance with the Contract, 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, under the section entitled TIME OF COMPLETION AND LIQUIDATED DAMAGES, in the amount corresponding to the milestone as indicated in the Liquidated Damages Schedule below, as Liquidated Damages, and not as a penalty, for each and every calendar 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 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 will not be credited toward Liquidated Damages due to delays in achieving subsequent milestones or Final Completion of the Work. 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.

#### 26.1 Liquidated Damages Schedule

Contractor shall commence performance of the Work upon the date specified in the Notice to Proceed issued to the Contractor hereunder and shall furnish sufficient forces, facilities and construction, and shall work such hours, including extra shifts and overtime operations, so as to prosecute the Work to completion including all the milestones, according to the Project Schedule as required in Exhibit "A," and to accomplish each milestone within the periods of performance set forth in the following table:

Milestone	Description of Milestone	Period of Performance	Liquidated Damages
No. 1	Substantial Completion	48 weeks from the effective date of Notice to Proceed	\$800 per calendar day
No. 2	Final Completion	52 weeks from the effective date of Notice to Proceed	\$400 per calendar day

- 27. Remedies.** In addition to other remedies available in law or equity, if the Contractor fails to perform the Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the 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 equipment 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 equipment and services and the Contract price, together with any incidental or consequential damages.
- 28. 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.

**29. Termination.**

29.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) through the date of termination. 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.

29.2 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.

29.3 OC San may also immediately terminate this Contract for default, in whole or in part, by written notice to Contractor:

- if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
- if Contractor sells its business; or
- if Contractor breaches any of the terms of this Contract; or
- if the total amount of compensation exceeds the amount authorized under this Contract.

29.4 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 expiration or early termination of this Contract, whichever occurs first.

**30. 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, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled and as specified in the General Conditions, including in the section entitled CLAIMS.

**31. 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.

**32. 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.

33. **Survival.** The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.

34. **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.

35. **Notices.**

35.1 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:

OC San: Donald Herrera  
Senior Buyer  
Orange County Sanitation District  
18480 Bandilier Circle  
Fountain Valley, CA 92708  
[dherrera@ocsan.gov](mailto:dherrera@ocsan.gov)

Contractor: Telvis Artis  
President  
Vicon Enterprise, Inc.  
11642 Knott Street, Suite E-20  
Garden Grove, CA 92841  
[tartis@vicon.io](mailto:tartis@vicon.io)

35.2 Each party shall provide the other party written notice of any change in address as soon as practicable.

36. **Read and Understood.** By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.

37. **Authority to Execute.** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.

38. **Entire Agreement.** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

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

**VICON ENTERPRISE, INC.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Print Name and Title of Officer

LL

**EXHIBIT A  
SCOPE OF WORK**

**Primary Clarifiers F and G Rotating Mechanism Rehabilitation at Plant No. 2 (FE23-09)**

**1. BACKGROUND**

The Orange County Sanitation District's (OC SAN or Sanitation District) Plant 2 Primary Clarifier F and Primary Clarifier G (PC-F and PC-G) were originally constructed under project P2-5 in 1962. Due to age and corrosion, some of the internal mechanisms structural members have failed or are in a condition near failure. The purpose of this project is to provide short term repairs and coatings to rehabilitate the mechanisms and place them in operation until the permanent facility to replace the clarifiers is completed in 2027 under project P2-98A.

**2. SCOPE OVERVIEW**

This project includes in-place repairs, rehabilitation, and replacement of clarifier mechanism parts including but not limited to feed well column piping repairs; center cage structure; feed well trusses replacement, rake arms, scum arms, and various welded and bolted connections. Corrosion repairs and coating of the entire clarifier mechanisms, space humidification, and other incidentals necessary to complete all tasks and items of work described within the Contract Documents to place into operation PC-F and PC-G, as more specifically described below. The scope of work includes surface blasting of mechanism steel, joint inspection, and documentation of repairs with OC SAN, balancing and re-commissioning of PC-F and PC-G.

**3. CONTRACTOR RESPONSIBILITY**

**3.1 GENERAL**

- 3.1.1 All Work shall be performed, and all components and materials shall be provided by the Contractor in accordance with this Scope of Work (SOW), Appendix 1 Specifications and Appendix 2 Drawings. Contractor shall provide all labor, elements, accessories, and appurtenances for a complete and fully operating system.
- 3.1.2 The Contractor shall be responsible for the removal and disposal of all debris and demolished items from Plant 2 associated with this SOW.
- 3.1.3 The Contractor shall furnish services and other items of expense that may be necessary and required to perform all activities described herein, including project management, field supervision, home office support, labor, permanent materials, construction equipment and tools, consumable supplies, transportation, testing, safety equipment and personnel protection equipment, temporary and support facilities, bonds, and insurance.
- 3.1.4 Contractor shall obtain written permission from OC SAN prior to starting physical work at the Project location.
- 3.1.5 Contractor shall bring all discrepancies between the SOW, Drawings, Field Conditions, and Reference Drawings to the attention of OC SAN for resolution, immediately upon discovery. No extra work shall proceed without prior written authorization of the ENGINEER.
- 3.1.6 OC SAN may assign inspectors and other staff to witness Contractor's activities, including, but not limited to; installation, all readings taken, and all tests

performed by Contractor. The presence or lack of presence of OC SAN or OC SAN's representative does not relieve the Contractor from the requirements to perform all testing, all quality control and quality assurance, and other tasks required for the work.

3.1.7 OC SAN has not sampled components of Clarifier F and Clarifier G and is not aware of any surface asbestos or lead. If the Contractor encounters any suspected hazardous waste or substances in the course of the work, Contractor shall notify OC SAN immediately.

3.1.8 The Contractor shall be solely responsible for protecting Clarifier F and Clarifier G components to remaining adjacent tanks and pipes. The Contractor shall coordinate all Work to avoid any interference with normal operations of plant equipment and processes. Contractor shall always maintain access for OC SAN Operations and Maintenance staff.

## **3.2 PROJECT ELEMENTS**

Project elements include but not limited to:

- Mobilization
- Coordination with OC SAN
- Support/Protect Drive Equipment and Rake Arms
- Isolation, Dewatering and Cleaning
- Sandblasting and Brush blasting
- Pre-repair Inspection and Documentation of Repairs
- Replacement of Bolted Joints
- Replacement of Trusses
- Steel Repairs and Replacement
- Belzona Application to Corroded Areas
- Coating of Steel
- Miscellaneous Repairs and Other Items
- Balancing Testing and Commissioning
- Demobilization

## **3.3 SUBMITTALS**

Provide the following submittals at minimum:

- A. Work Plan and Quality Plan
- B. Construction Schedule
- C. Submittals Required per Plans and Specifications

Contractor shall provide product data sheets and other submittals and procedures for review and approval by OC SAN for all materials, components, and parts prior to procurement. Contractor shall group submittals in sets to maximize efficiency. Provide submittals in digital, PDF format that is high resolution (1200 dpi or higher). Ensure all non-applicable data and optional functions that are not being provided are deleted or clearly crossed out. Provide submittals to OC SAN for review. OC SAN will return submittals to the Contractor within twenty working days. Contractor shall revise submittals as directed and resubmit as necessary.

### **3.4 WARRANTIES**

- 3.5.1 The Contractor shall warrant that the work performed will be free of defects in materials and workmanship for a period of one (1) year from the date of Final Acceptance by OC SAN and in accordance with Exhibit "F" General Conditions, GC-21 WARRANTY (CONTRACTOR'S GUARANTEE). All warranty periods shall begin after satisfactory completion and testing.
- 3.5.2 The Contractor shall provide warranties in writing to OC SAN after completion of installation and testing.
- 3.5.3 The Contractor's warranty shall include removal, installation, and shipping costs of any replacement parts and for correcting any other defective work at no cost to OC SAN.

### **3.5 DEMOLITION AND EQUIPMENT REMOVAL**

All demolished material shall be disposed of by the Contractor off-site in a safe and legal manner. Refer to Drawings in Appendix 2 for demolition work.

### **3.6 SEQUENCE OF WORK AND EQUIPMENT INSTALLATION**

The general sequence of work is provided below:

- Begin work at clarifier PC-G
- Coordinate with OC SAN for isolation of energy sources.
- Isolate flow, dewater and cleaning of each clarifier.
- Provide humidifiers and sand sandblast clarifier mechanism.
- Provide temporary supports if necessary.
- Conduct pre-repair inspection and quantification of repairs with OC SAN ENGINEER.
- Perform demolition.
- Conduct all steel repairs.
- Replace trusses.
- Perform surface preparation and apply protective coating.
- Test, balance, and commission each clarifier into service
- Review and verify Drawings and Specifications for additional details.

### **3.7 PERMITS/LICENSE**

For the duration of the Work the Contractor and all subcontractors must maintain the appropriate licenses, registrations, and certifications required by existing law to perform the Work within the scope of the Contractor including, without limitation as required herein and in the Drawings and Specifications:

- Contractor Class A License (CONTRACTOR)
- California State License C-33 (Paintings and Coatings)
- SSPC QC1 and SSPC QC2 certified as-needed by the specifications
- Emergency escape breathing apparatus (EEBA) certified as required by the specifications
- Welders Certifications as required by the specifications
- Confined Space Training Certification- the Primary Clarifiers are categorized as a permitted confined space and must provide supporting documentation for training

certification and meet requirements as described in the front-end documents and OSHA requirements

### **3.8 DELIVERABLES/AS BUILT DRAWINGS/MANUFACTURER'S DOCUMENTATION**

- Record Drawings/As Built Drawings

### **3.9 QUALITY ASSURANCE AND QUALITY CONTROL**

The Contractor shall perform all Work in accordance with approved written Quality Control Plan. The Quality Control Plan shall include a description of the Contractor's procedures for calibrating test equipment, establishing work procedures, maintaining compliance to work procedures, monitoring quality of work, and training of staff. The Contractor's procedures for taking and recording data, organization and retention of records, and transmittal to OC SAN for review and acceptance shall be included. The Contractor shall submit their Quality Control Plan to OC SAN for approval before the Work begins.

## **4. RESOURCES AVAILABLE**

- 4.1.1 Laydown and Staging Area: OC SAN will provide limited space at Plant No. 2 for a laydown and staging area as indicated on the Drawings provided in Appendix 2
- 4.1.2 Temporary Utilities: OC SAN will provide Contractor with power and water for Contractor's construction operations. Power will be available by connecting to existing source within 300 ft and limited to 100 amps. Non-potable water will be available from location as directed by OC SAN and limited to 25 GPM. Any power or water needed beyond limits of connections provided by OC SAN are Contractor's responsibility.
- 4.1.3 Use of Restroom Facilities is not allowed. Contractor shall furnish portable facilities.

## **5. PROJECT SCHEDULE**

- 5.1.1 Contractor shall provide Project construction schedule within 14 days of the Notice to Proceed (NTP) and provide monthly updates of the Project schedule. Project schedules shall be prepared using schedule software (P6 or MS Project) and shall be a detailed Critical Path Method (CPM) schedule. The purpose of the Project schedule is to; ensure adequate planning and timely execution of the Work by the Contractor, facilitate coordination and interfacing of the Contractor's work with OC SAN (as needed), and establish a schedule to which subsequent periodic schedule updates will be compared to determine overall progress and performance toward satisfactory completion of the Work.
- 2.1.2 The schedule shall be detailed and show critical path activities, duration of tasks, predecessors, and successors, and start and finish dates. In addition to the milestone dates listed below the schedule shall include at a minimum the following tasks: mobilization, procurement and delivery, detailed rehabilitating activities for each clarifier, tasks involving existing plant systems including interruptions, shutdowns, and log out tag out (LOTO), and testing and commissioning. The Work activities comprising the Project schedule shall be of sufficient detail to assure adequate planning and execution of the Work such that, in the judgment of OC SAN, it provides an appropriate basis for predicting, monitoring, evaluating, and recording the progress of the Work.

<b>Milestones/Timeline</b>	<b>Deadline</b>
Notice to Proceed (NTP)	0 weeks from NTP
Kick-Off Meeting	2 weeks from NTP
Submittal of CPM Schedule	2 weeks from NTP
All Submittals	14 weeks from NTP
Completion of Clarifier G	36 weeks from NTP
Completion of Clarifier F (Substantial Completion)	48 weeks from NTP
Final Completion	4 weeks from Substantial Completion
Total Contract Duration	52 weeks from NTP

5.1.3 Pre-repair inspection by OC SAN and ENGINEER: Schedule shall include activities for a joint inspection with the Contractor following each clarifier mechanism sandblasting for the purpose of inspecting, identifying, and quantifying the areas of repairs and types of repairs required for each clarifier. The Contractor shall provide a 2-week notice to OC SAN to schedule their personnel and shall allow 2 days of inspection and identification/ quantification of repairs on the CPM schedule for each clarifier.

5.1.4 Provide a written narrative of the work plan for the Project that includes all phases of the Work, all milestones shown on the construction schedule, all deliveries, all shutdowns, all field assessments, with detailed description of Work tasks.

## **6. PROJECT MANAGEMENT**

Contractor shall provide an experienced project manager (Contractor PM). The Contractor PM assigned to the project shall be on a full-time basis during execution of the Work and shall have the authority to act on behalf of Contractor, including executing the orders or directions of OC SAN without delay. All communication shall go from Contractor PM to the OC SAN PM or OC SAN designated representative. All workdays must be approved by OC SAN prior to construction.

### **6.1 Project Supervision**

At all times during the progress of the Work, Contractor shall have assigned a resident-superintendent (Superintendent) who shall be on site during all Work. The Superintendent shall only be replaced with written approval by OC SAN. This Superintendent and/or Contractor PM shall have full authority to promptly supply products, tools, plant equipment, and labor as may be required to diligently prosecute the Work. All communications given to or received from the Superintendent and/or the Contractor PM shall be binding on Contractor.

### **6.2 Project Kick-Off Meeting**

Within two (2) weeks of NTP, Contractor shall conduct a meeting with OC SAN PM (or OC SAN designated representative), manufacturers, vendors, and Subcontractors as needed for the meeting agenda to establish appropriate contacts and review the Contractor's plan to implement this Work. All notes and any decision items shall be captured by the Contractor and reported in electronic format. OC SAN will provide the meeting space.



### **6.3 Progress Meetings**

Contractor shall conduct bi-weekly progress meetings until the completion of the Project. Attendees include Contractor, OC SAN (or OC SAN designated representative), manufacturers, vendors, and sub-contractors as needed for the meeting agenda. The Contractor's PM shall attend every meeting. The formal agenda shall be submitted with the previous meeting notes at least one (1) week prior to each meeting. The Contractor shall provide his updated work schedule, appraise OC SAN of its progress, procurement, submittal, or other issues affecting project progress. All notes and decision items shall be captured by the Contractor and reported in electronic format. OC SAN will provide meeting space. Additional meetings may be required for the progress of the Work.

### **6.4 PMWEB**

The Project shall utilize PMWeb as the Project Control Management System (PCMS) for Project communication, submittal generation and tracking, change management, and progress invoicing, construction issue / RFI tracking, automation of key processes, and the overall management of the Contract. The PCMS is a cloud-based solution used to facilitate the electronic exchange of information. The PCMS runs inside most internet browsers. OC SAN will provide Contractor with user account and web address and up to five (5) PCMS licenses. Internet access is required to use the PCMS. The Contractor is responsible for its own connectivity to the Internet. OC SAN will provide a one-time training session of up to two (2) hours to train up to five (5) of the Contractor's designated staff on general system requirements, procedures, and methods.

## **7. OC SAN STAFFING**

The OC SAN PM will be the assigned point of contact for Contractor on this Project. Any meetings and/or correspondence related to this Project shall be and approved by the designated single point of contract.

## **8. WORK RESTRICTIONS**

- Workdays and Work hours: Monday to Thursday, 7am – 4pm
- Prior to commissioning of Primary Clarifier F, successful rehabilitation and commissioning of Primary Clarifier G shall be completed and approved by OC SAN.

## **9. REFERENCE DOCUMENTS**

Some of the listed reference documents are provided with this SOW in Appendix 3 – Reference Documents.

## **10. APPENDICES**

The following appendices are part of this Scope of Work.

- Appendix 1 – Specifications
  - 01155 Measurement and Payment
  - 01800 Balancing, Testing, and Commissioning
  - 05120 Structural Steel
  - 09800 Protective Coating
- Appendix 2 – Drawings
- Appendix 3 – Reference Documents

## Appendix 4 – Safety and Health Requirements