

GENERAL SERVICES CONTRACT
Main Sewage Pump No.1 and Spare Sewage Pump Repair at Plant No. 2 (MP2-018)
Specification No. S-2024-652BD

This GENERAL 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 Bender CCP, Inc. (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to retain the services of Contractor to remove, transport, repair, and reinstall sewage pumps ("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 26, 2025, 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, in order of precedence, are incorporated by reference and made part of this Contract.

Exhibit "A" – Scope of Work

Exhibit "B" – Bid Price Form

Exhibit "C" – Determined Insurance Requirement Form

Exhibit "D" – Contractor Safety Standards

Exhibit "E" – Human Resources Policies

1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions in the Contract shall control and thereafter the provisions in the document highest in precedence shall be controlling.

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 acquisition of the Services by OC San.

1.5 Work Hours: All work shall be scheduled Monday through Friday, between the hours of 7:30 a.m. and 3:30 p.m.

- 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 signed by both Parties.
- 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 Five Hundred Thirty-two (532) 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 signed by both Parties.

4. Compensation.

- 4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed nine hundred ninety-nine thousand seven hundred eighty Dollars (\$999,780.00), as specified in Exhibit B.
- 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.

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.

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.

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.** Not Used
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 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.** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. 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 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.** In addition to the warranties stated in Exhibit “A,” the following shall apply:
- 24.1 Manufacturer’s standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance of the work as complete by the OC San Project Manager or designee.
- 25. Dispute Resolution.**
- 25.1 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.
- 25.2 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.
- 26. Liquidated Damages.** Not Used
- 27. Remedies.** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of 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.
- 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.

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.

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

BENDER CCP, INC.

Dated: _____

By: _____
Cody Robinson
Sales Manager

DO

EXHIBIT A
SCOPE OF WORK

For

Main Sewage Pump No. 1 and Spare Sewage Pump Repair at Plant No. 2 (MP2-018)

EXHIBIT A
SCOPE OF WORK
MAIN SEWAGE PUMP NO. 1 AND SPARE SEWAGE PUMP REPAIR AT PLANT NO. 2 (MP2-018)
Specification No. S-2024-652BD

1 **Location of Work**

The work covered under this Project will take place at the Orange County Sanitation District (OC San), Plant No. 2, located at 22212 Brookhurst Street, Huntington Beach, CA 92646. See Figure 1: Project Location Map

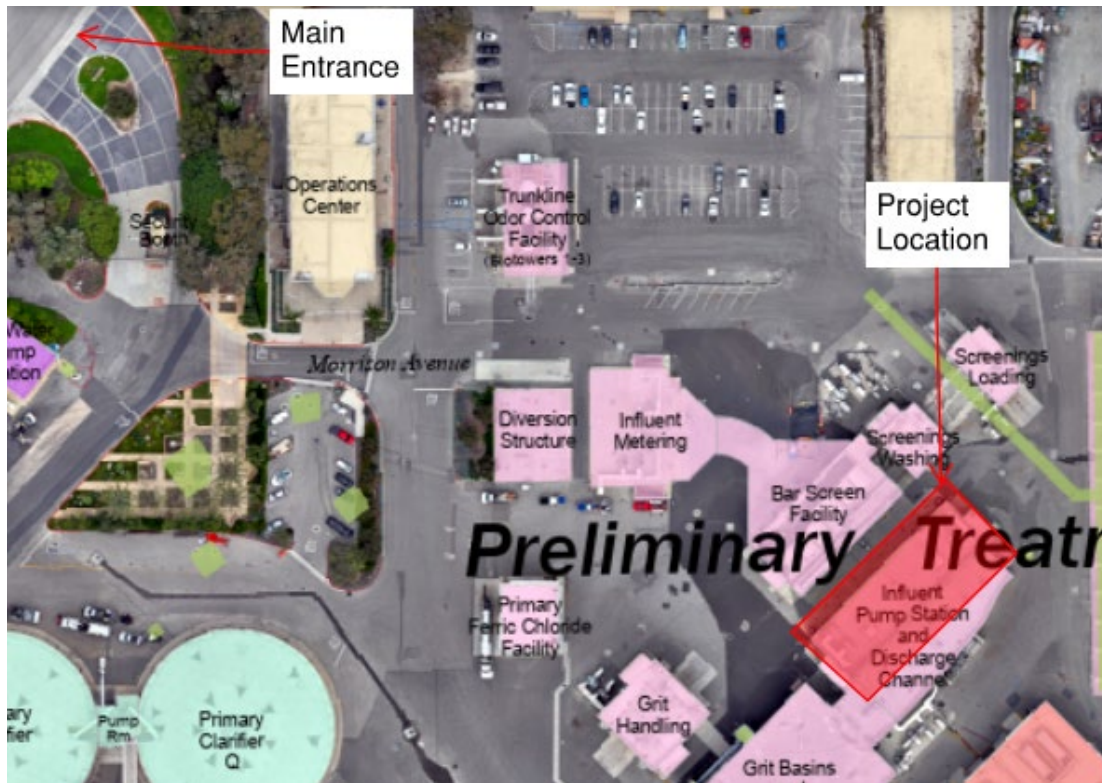


Figure 1: Project Location Map

2 **General**

The Contractor shall furnish all labor, equipment, materials, machinery, tools, supplies, insurance, licenses, transportation, and other incidentals necessary to complete all tasks and items of work described within Exhibit A, Scope of Work, within other portions of the Contract Documents, and as more specifically described below.

2.1 **Contractor Requirements**

In addition to required certifications and licenses listed in Section 4.5, the Contractor shall possess and provide verification of the following minimum qualifications:

- Experience with municipal agency pump repairs within the last 5 years
- Experience with repair of vertical turbine pumps equivalent to 500 horsepower or larger in the last 5 years
- Experience with repair of Ebara pumps within the last 10 years
- Able to remove, transport to and from repair shop, reinstall, and reconnect pumps in the Influent Pump Station
- Able to procure Ebara original equipment manufacturer (OEM) parts for the repair as described in this Exhibit A, Scope of Work

3 Description of the Work

The work involves the repair and overhaul of Main Sewage Pump (MSP) #1, and a spare MSP by an experienced pump shop that meets the requirements specified herein. See Appendix A-1, Existing Influent Pump Station As-built Drawings, and Appendix A-2: Influent Pumps Data (Main Sewage Pumps) and Additional Requirements for reference.

The Contractor shall use parts and perform work, including adherence to required tolerances, and testing requirements in accordance with OEM requirements and guidelines; Appendix A-2; and as required by the latest applicable codes and regulations which include but are not limited to the following:

1. American Bearing Manufacturer's Association (ABMA)
 - a. 9- Load Ratings and Fatigue Life for Ball Bearings
 - b. 11- Load Ratings and Fatigue Life for Roller Bearings
2. American National Standards Institute / American Society of Mechanical Engineers (ANSI/ASME)
 - a. B16.1 Cast Iron Pipe Flanges and Flanged Fittings, Class 25.125.250 and 800
 - b. B16.5- Pipe Flanges and Flanged Fittings
3. American Society for Testing and Materials (ASTM)
 - a. A 48- Standard Specification for Gray iron Castings
 - b. A 108- Standard Specification for Steel Bars, Carbon, Cold Finished, Standard Quality
 - c. A-276- Standard Specification for Stainless and Heat Resisting steel Bars and Shapes
 - d. A-283 Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
 - e. A 743 - Standard Specification for Castings, Iron-Chromium, Iron-Nickel, Corrosion Resistant, for General Application
 - f. E 10 - Test Method for Brinell Hardness of Metallic Materials
4. American National Standards Institute/Hydraulic Institute (ANSI/HI):
 - a. 1 -1.5 - Centrifugal Pumps - Nomenclature, Definitions, Application and Operation.
 - b. 1.6 - Centrifugal Pump Tests
 - c. 2.1-2.5 - Vertical Pumps - Nomenclature, Definitions, Application and Operation
 - d. 2.6 - Vertical Pump Tests
 - e. 9.1-9.5 - Pumps - General Guidelines for Types, Definitions, Application and Sound Measurement

The Contractor shall coordinate work with the OC San Project Manager for pickup, removal, and transportation of MSP #1 and spare MSP from the Influent Pump Station at Plant No. 2 as well as transportation and installation of both repaired pumps to the Plant No. 2 Influent Pump Station. Contractor shall be totally responsible for the pump removal, transportation, repair, and installation, and any damage that occurs to the pumps due to the fault or negligence of the Contractor, its employees, agents, subcontractors, or representatives. The Contractor shall immediately report any such damage to equipment or injury to people to the OC San Project Manager.

The Contractor shall coordinate work with the OC San Project Manager for existing MSP #1 pump shutdown, providing notice to OC San for scheduling as described in Section 4, below. The Contractor shall complete the repair of the two MSPs, one at a time. The spare MSP will

be repaired first. Following the repair, MSP #1 will be removed for repair and the repaired spare MSP will be installed in its place at OC San's Influent Pump Station. Following repair of MSP #1, MSP #6 will be removed, and MSP #1 will be installed in its place. The Contractor shall develop a Work Plan, incorporating OC San's Project Manager's input as needed, along with a schedule for each major activity. For schedule development purposes, assume it will take 32 to 34 weeks to complete one pump repair/overhaul.

Contractor shall provide and ensure all crew, including subcontractor, are equipped with personal protective equipment while on site. Contractor shall provide safety submittals and shall complete safety-related tasks following the requirements outlined herein and in OC San's Contractor Safety Standards.

4 Project/Work Elements

Each of the pumps (spare MSP and MSP #1) shall undergo Phase (1) and Phase (2) as specified below:

For each MSP repair, the work will be broken down into two phases which includes:

- Phase (1) Pump Removal, Transportation, and Condition Assessment
- Phase (2) Pump Repairs, Transportation, and Reinstallation (repaired spare MSP to be installed into MSP #1 position; repaired MSP #1 will be installed at MSP #6 position, existing MSP #6 to be stored at a laydown area directed by OC San).

For Phase (1) work, the Contractor shall provide equipment to remove, lift, and transport the spare pump to the Contractor's repair facility. For removal of MSP #1, the Contractor shall utilize the 20-ton bridge crane in the Influent Pump Station motor room and provide equipment and truck to transport MSP #1 to the Contractor's repair facility. Contractor must sign a release form prior to use of the crane. See Appendix A-3: Bridge Crane Release of Liability and Training.

During Phase (1) work, if it is determined that the pump is not repairable, that changes or additions to the repair scope are required, or that the repair cost nears the replacement cost, the Contractor shall notify the OC San Project Manager. OC San may then request the Contractor to stop work. Contractor will only be paid for the Phase (1) work, and all parts must be returned to OC San within 30 calendar days from when Contractor determines that the pump is not repairable.

If the pump is repairable, Contractor shall notify the OC San Project Manager and state whether optional repair/replacement parts will be needed along with any other additional repairs. Any additional work shall be approved in advance by OC San Project Manager. Work shall not begin on Phase (2) unless first authorized in writing by the OC San Project Manager.

4.1 Phase (1) Spare MSP Assessment and MSP #1 Removal and-Assessment

First, transportation and repair of the spare MSP shall occur and condition shall be assessed for needed repairs as detailed below.

4.1.1 For spare MSP, the Contractor shall:

1. Notify OC San Project Manager a minimum of two (2) weeks in advance of arrival at the Influent Pump Station to pick up the spare MSP. Contractor shall arrive at the Influent Pump Station on the agreed upon date and time for transportation.
2. Set pump on common carrier truck and transportation to Contractor's repair facility
3. At the Contractor's repair facility, disassemble, clean, inspect, and perform condition assessment of pump

4. After the complete assessment, notify OC San Project Manager if pump is repairable, if optional repair/replacement items are needed, and if any other additional repairs are needed. Section 4.2 describes the potential repairs needed.
 5. Assemble pump and apply enamel coating to exterior of pump
- 4.1.2 For MSP #1, the Contractor shall:
1. Notify OC San Project Manager a minimum of six (6) weeks in advance of arrival at the Influent Pump Station to remove MSP #1 and install the repaired spare MSP in its place. Contractor shall not schedule the work until OC San Project Manager provides confirmation/agreement of the requested date and time. Then Contractor shall arrive at the Influent Pump Station on the agreed upon date and time for removal and transportation.
 2. From the Influent Pump Station at the motor room level, uncouple and remove existing drive motor, and make any necessary electrical disconnections in coordination with OC San staff. Set aside in Influent Pump Station motor room in a location coordinated with OC San staff. (See Figure 2)
 3. Unbolt/disconnect MSP #1 from the top flange of the discharge casing/volute and disconnect additional ancillary connections required for pump removal. (See Figures 3 and 4) Make all required electrical disconnections. Once the pump is disconnected set the pump aside in the MSP motor room.
 4. Install the repaired spare MSP in place of MSP #1. Make all required connections to the existing drive motor, existing casing/volute and all additional ancillary connections required for pump operation, including electrical connections
 5. Remove MSP #1 using 20-ton bridge crane (see Figure 5), through the MSP motor room roll-up door for truck transportation to the Contractor's repair facility.
 6. Perform steps 3 to 5 from section 4.1.1 above on MSP #1.



Figure 2: Rollup Door at Influent PS Motor Room (top/ground level) and MSP #1 Motor (on the right)



Figure 3 MSP #1 Pump Shaft



Figure 4 MSP #1 Pump at pump room level (bottom level)



Figure 5: 20-ton Bridge Crane in Influent Pump Station Motor Room (top/ground level)

4.2 Phase (2) Work - Pump Repairs, Transportation, Installation of Spare MSP at Influent Pump Station, Removal and Repair of MSP #1, and Storage of MSP #6

- 4.2.1 Following Condition Assessment of spare MSP and OC San approval of required repairs in Phase (1), Contractor shall commence Phase (2) work for repairs, transportation, and installation of spare MSP. The Contractor shall:
1. Straighten shafting within OEM required tolerances
 2. Supply and install anticipated new OEM components as follows (to be confirmed with condition assessment in Phase (1)):
 - roller bearing
 - ball bearing
 - thrust bearing
 - oil seals
 - impeller washer
 - bearing washer
 - felt ring
 - O-rings
 - Chesterton mechanical split seal
 - shaft sleeve
 - impeller wear ring
 - casing ring with set screw
 - All mounting hardware and additional worn and/or corroded hardware based on manufacturer recommendations
 3. Apply approved epoxy coating to interior wetted areas as specified in pages 101-113 of Appendix A-2. NSF-61 certification is not required.
 4. Notify OC San Project Manager a minimum of four (4) weeks in advance of return transportation of the repaired spare MSP and removal of MSP #1. Contractor shall not schedule the transportation and work until OC San Project Manager provides confirmation and agreement of the requested date and time. Contractor shall set the repaired pump on common carrier truck and transport from the Contractor's repair facility to OC San Plant No. 2.
 5. Upon arrival to the Influent Pump Station set the repaired pump in the MSP motor room. Remove the motor for MSP #1 using 20-ton bridge crane (see Figure 5) and set aside. These laydown areas shall be designated by OC San staff in the MSP motor room.
 6. At the location where MSP #1 was removed, install, and set the spare MSP in place, using 20-ton bridge crane. Make the required connections on the repaired spare pump to the existing discharge casing / volute and other required ancillary connections to existing components for complete installation and operation of the pump.
 7. Contractor shall provide witnessing for field flow test based on pump design conditions specified in pages 38-39 in Appendix A-2 for four (4) hours and clean up jobsite. Contractor shall be responsible for providing field vibration and electrical testing based on requirements outlined in pages 122-133 of Appendix A-2 and clean up jobsite.
- 4.2.2 Following Condition Assessment of MSP #1 and OC San approval of required repairs (Phase 1), Contractor shall commence Phase 2 work For Repairs, Transportation, and Installation. The Contractor shall:
1. Repeat repair steps 1-7 from section 4.2.1 on MSP #1.

2. Following completion of repairs, load MSP #1 on common carrier truck and deliver to OC San Plant No. 2 Influent Pump Station.
3. Upon arrival to the Influent Pump Station set the repaired MSP #1 pump in the MSP motor room. Remove the motor for MSP #6 and set aside. Unbolt/disconnect MSP #1 from the top flange of the discharge casing/volute and disconnect additional ancillary connections required for pump removal. (See Figure 3 and 4). Make all required electrical disconnections. The laydown areas for removal of pump and motor shall be designated by OC San staff in the MSP motor room (for motor) and MSP motor room or warehouse (for pump).
4. At the location where MSP #6 was removed, install, and set the repaired MSP #1 in place, using 20-ton bridge crane. Make required connections on the repaired MSP #1 to the existing discharge casing / volute and other required ancillary connections to existing components for complete installation and operation of the pump
5. Remove MSP #6 using 20-ton bridge crane (see Figure 5) and set in the Influent Pump Station motor room or in the warehouse as directed by OC San staff.
6. Contractor shall provide witness testing for field flow test based on pump design conditions specified in pages 38-39 in Appendix A-2 for four (4) hours and clean up jobsite. Contractor shall be responsible for providing field vibration and electrical testing based on requirements outlined in pages 122-133 of Appendix A-2 and clean up jobsite.

4.3 Submittals

1. Work Plan
2. Work Schedule
3. Crane lifting plan and crane operator certification
4. Parts, materials, and coatings used during the repair process

4.4 Warranties

The Contractor shall warrant that all work performed will be free of defects in workmanship for a period of one year from the date of acceptance by OC San. All warranty periods shall begin after satisfactory installation and approved functional testing by the Contractor and OC San. The repaired pumps shall be required to meet minimum OEM performance specifications for the pump, including, but not limited to, stable pump operating ranges, efficiencies, and other performance criteria. The Contractor shall be responsible for removal, installation, and shipping costs to correct any workmanship defects at no cost to OC San.

4.5 Permits/License

- Certification to Operate Bridge Crane
- Contractor or its subcontractor(s) shall possess valid General Contractor A, C-10, C-61, D-21 licenses **OR**
- In lieu of valid C-61, D-21 licenses OC San will accept an EBARA certified pump repair shop.

5 Resources Available

1. Lay down and staging area
2. OC San will provide a laydown area at a location determined by OC San at the beginning of the Project.
3. 20-ton bridge crane in Influent Pump Station motor room

5.1 Unavailable

1. Temporary power and utilities
2. OC San restroom facilities

6 Project Schedule

Milestones/Timeline	Duration (Calendar days) from Notice to Proceed (NTP)	Review Period (Calendar Days)	Cumulative Calendar Days
Spare MSP Repair			
Submittals	7	21	28
Phase (1) Pump Removal and Condition Assessment	14	0	42
Phase (2) Pump Repairs and Installation	224	0	266
Milestones/Timeline	Duration (Calendar Days) from Notice to Proceed (NTP)	Review Period (Calendar Days)	Cumulative Calendar Days
MSP #1 Repair (after repair and installation of Spare MSP)			
Submittals	7	21	28
Phase (1) Pump Removal and Condition Assessment	14	0	42
Phase (2) Pump Repairs, Installation and Pump Storage (MSP #6)	224	0	266
Cumulative Total for Both Pumps			532

7 Project Management

Project Kick-Off Meeting

A minimum of one (1) week prior to start of work, a meeting with OC San staff shall be held either in person or virtually to establish appropriate contacts and review the Contractor's plan to implement this work.

8 Staff Assistance

The Contractor will be assigned a single point of contact on this Project. Any meetings and/or correspondence related to this Project shall be scheduled and approved by the OC San Project Manager.

9 Safety and Health Requirements

The Contractor and any Subcontractors shall comply with all applicable provisions of the OC San Contractor Safety Standards, Federal OSHA, California OSHA, and Local regulations, whichever is most stringent.