

SERVICES CONTRACT
Digester K Dome Repair at Plant 2 (FR2-0032)
Specification No. S-2024-630BD

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 _____ (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 Digester K Dome Repair at Plant 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 _____, 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: All work shall be scheduled Monday through Friday, between the hours of 7:30 a.m. and 4:30 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 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 one hundred fifty four (154) 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 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 _____ Dollars (\$_____.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 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.** (Not Used)
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

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.

[Intentionally left blank. Signatures follow on the next page.]

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

[CONTRACTOR]

Dated: _____

By: _____

Print Name and Title of Officer

LL

EXHIBIT A
SCOPE OF WORK
Digester K Dome Repair at Plant No. 2 (FR2-0032)
SPECIFICATION NO. S-2024-630BD

1. BACKGROUND

Digester K was built in 1971 as part of the P2-17 Project to serve as a holder tank to contain digested sludge before pumping it to the dewatering facility. The Digester K dome is a fixed concrete dome with an interior PVC tent liner installed in 1999 by Project P2-39. The original foam insulation on the dome exterior was removed at some point by Orange County Sanitation District (OC San) maintenance activities and Digester K currently has a bare concrete dome exterior.

Over time, concrete cracks in the Digester K dome have been repaired from the exterior surface of the dome by various contractors. The last round of concrete crack repairs occurred in November 2019 when OC San Operations reported gas leaks. The cracks were repaired from the exterior surface of the dome using an epoxy injection repair method. Digester K has been empty and not in operation since 2021.

OC San has performed various condition assessments to develop a repair approach so Digester K can be returned to operation. The condition assessments performed identified areas of the dome that do not meet the 5-inch shell thickness and areas that do not have 1-1/2-inch concrete cover over top rebar. This project will provide concrete crack repairs and a repair concrete / mortar overlay of the digester dome to extend the service life for the digester dome.

2. SCOPE OF WORK

2.1 GENERAL

This Scope of Work (SOW) defines the requirements for the work at Plant No. 2 Digester K dome that includes testing and inspection to identify cracks for repair, existing and new crack repairs, dome patching prior to installation of the concrete / mortar overlay, surface preparation, and application of bonding agent and installation of concrete / mortar overlay on the dome.

The work includes but is not limited to the following tasks:

- 1) Comply with administrative project requirements and prepare and process submittals required for the work.
- 2) Inspect dome and tag equipment to be removed and reinstalled; lock out tag on all energy sources to the dome.
- 3) Remove all loose concrete, aggregate, rust, oil and other bond-inhibiting materials from the concrete dome surface and exposed reinforcing steel by mechanical means, ensure removal of any previously installed loose materials on the dome surface, including epoxy resins and injection ports used for surface or crack repairs.
- 4) Coordinate with OC San to perform 7-inch water column air pressure test of the dome to identify all cracks to be repaired. OC San will fill the digester with liquid and pressurize the dome with compressed air. Contractor shall provide OC San with at least three (3) weeks' notice prior to testing to allow OC San to fill Digester K to build pressure for testing. The Contractor shall inspect the entire dome for leakage using soap/water mixture. The Contractor shall mark all leaks in previously repaired cracks, and unrepaired cracks, and document location and length, and provide information to OC San's Project Manager prior to crack injection.
- 5) Perform crack repair on all identified cracks using approved repair method.

- 6) In preparation for concrete repair / mortar overlay:
 - a. Remove all equipment, piping, or other items tagged for removal.
 - b. Protect all dome penetrations such as piping and nozzles.
 - c. Protect all aluminum members such as guard rails, bars and posts.
 - 7) Mechanically prepare concrete surface to concrete surface profile (CSP) 7 or greater. Notify OC San Construction Inspector to check for compliance.
 - 8) Repair concrete / mortar overlay:
 - 9) When overlay reaches 5000 psi or after twenty-eight (28) days coordinate with OC San's Project Manager to perform 7-inch water column hydrostatic pressure test of the dome. OC San will perform the hydrostatic pressure test. Contractor shall provide OC San with three (3) weeks' notice prior to testing to allow OC San to fill Digester K to build pressure for testing.
 - 10) Repair any cracks identified during hydrostatic pressure test.
 - 11) Reinstall all equipment, piping, or other items removed for installation of overlay. Restore power and controls to equipment.
 - 12) Ensure all the reinstalled equipment and piping shall maintain equal condition compared to their pre-removed state. The performance of these reinstalled components shall be approved by OC San Commissioning Coordinator.
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- 2.1.1 All work shall be performed, and all components and materials shall be provided by the Contractor in accordance with Appendix 1 (Drawing). Provide all labor, elements, accessories, and appurtenances for a complete repair system.
 - 2.1.2 Crack repairs and concrete / mortar overlay shall be installed in accordance with the manufacturer's requirements. Product manufacturer shall provide warranty against defects of materials prior to substantial completion.
 - 2.1.3 The Contractor shall be responsible for the removal of all debris and demolished items from this site associated with this SOW.
 - 2.1.4 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, and insurance.
 - 2.1.5 OC San will provide 4,000 square foot space at Plant No. 2 for a laydown and staging area as indicated on the drawings provided in Appendix 1. The Contractor shall include, in its bid, all expenses and costs related to accessing the laydown and staging area provided by OC San or for an offsite storage and laydown area if required.
 - 2.1.6 Electrical power and water may be made available by OC San for Contractor's construction operations. Power may be available by connecting to existing source within three hundred (300) ft. Plant water may be available from a hose bib. Any power or water needed beyond limits of connections provided by OC San are Contractor's responsibility.
 - 2.1.7 Contractor shall obtain written permission from OC San's Project Manager prior to starting physical work at the project location.
 - 2.1.8 Contractor shall bring all discrepancies between the SOW, Drawings, Field Conditions, and Reference Drawings to the attention of OC San's Project Manager for resolution,

immediately upon discovery. No extra work shall proceed without OC San's Project Manager prior written authorization.

- 2.1.9 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.
- 2.1.10 OC San has not sampled components Digester K but believes that low lead levels may exist in the conduit and equipment coatings. The Contractor shall comply with the applicable CAL OSHA lead standard. The Contractor shall be aware that gaskets on piping systems likely contain asbestos and require abatement by trained individuals.
- 2.1.11 The Contractor shall be solely responsible for protecting Digester K components to remain and adjacent tanks and pipes. The Contractor shall coordinate the work to avoid any interference with normal operations of plant equipment and processes. Always maintain access for OC San Operations and Maintenance staff.

2.2 WORK ELEMENTS

The Contractor shall complete the tasks described below.

2.2.1 PROJECT MANAGEMENT AND PLANNING:

- A. **PROGRESS MEETINGS:** Contractor shall conduct recurring progress meetings. Attendees shall include Contractor, OC San Project Manager, OC San designated representatives, if any, and manufacturers, vendors, and sub-contractors as needed for the meeting agenda. The Contractor's project manager shall attend every meeting. Progress meetings shall occur once a month until on-site work begins, and weekly during construction and have a minimum duration of sixty (60) minutes. All planned meetings shall be in person unless otherwise directed by OC San Project Manager. OC San will provide meeting space. Additional meetings may be required for the progress of the work.
- B. **PMWEB:** The Project shall utilize PMWeb as the Project Control Management System (PCMS) for Project communication, submittal generation and tracking, change management, invoices, 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 (1)-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.

- 2.2.2 **SAFETY RELATED TASKS.** Follow all applicable requirements of the OC San Contractor Safety Standards, latest version, and CAL OSHA requirements. All workers shall have 4-gas air quality monitors on their person while at the site suitable for high oxygen environments. Contractor shall provide Injury and Illness Prevention Plan, Site-Specific Safety Plan, and Hot Work Permits for OC San review and approval. If entry

into the tank is necessary, submit permit required confined space entry documents.

- 2.2.3 **SUBMITTALS AND DELIVERABLES.** Contractor shall provide product data sheets and other submittals and procedures for review and approval by OC San Project Manager 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 via PMWeb for review. OC San will return submittals to the Contractor within twenty (20) working days. Contractor shall revise submittals as directed and resubmit as necessary.
- 2.2.4 **REMOVAL OF ELECTRICAL AND MECHANICAL EQUIPMENT:** Contractor shall remove electrical and mechanical equipment including pipes, valves, conduits, wiring, etc. as necessary for installation of concrete / mortar overlay. Contractor is responsible for conducting a thorough investigation to determine which equipment will be removed and reinstalled. Work shall be coordinated with OC San Project Manager or OC San designated representative.
- 2.2.5 **DOMES CRACK REPAIRS:** Contractor shall coordinate all testing with OC San's Construction Inspector identify and document all crack locations and extent, and perform cracks repairs, including retesting and additional repairs if needed.
- 2.2.6 **CONCRETE / MORTAR OVERLAY:** Contractor shall perform the dome surface preparation; installation of a bonding agent and mortar overlay per the drawing's (See Appendix A-1) requirements and manufacturer's recommendations. The completion of this task would be considered "Substantial Completion," as referenced in Section 4, Submittal of Project Schedule and Workplan, of this SOW.
- 2.2.7 **TESTING OF MORTAR OVERLAY ADHESION TO SUBSTRATE:** The Contractor shall coordinate mortar overlay pull testing up to six (6) locations and shall re-patch the test locations.
- 2.2.8 **TESTING AND COMMISSIONING OF REINSTALLED EQUIPMENT.** Contractor to ensure all reinstalled equipment maintains equal performance compared to their pre-removed state. Following reinstallation comprehensive testing and commissioning shall be conducted in accordance and coordination with OC San's commissioning team. Performance of reinstalled equipment shall be approved by OC San commissioning team.

3. CONTRACTOR RESPONSIBILITY

3.1 GENERAL

As part of the Contract and SOW, the Contractor shall perform the following tasks and provide OC San with the following items:

- 3.1.1 Contractor shall complete the SOW as described and supply all materials, labor, tools, and equipment required to complete the SOW.

Contractor shall provide components described in Appendix A-1. All components, parts or equipment found defective during installation, testing and re-installation shall be

replaced or repaired by the Contractor, as determined by OC San inspector or commissioning team.

- 3.1.2 Contractor is responsible to provide all materials and/or equipment, and other work to provide a complete crack repairs and mortar overlay system, and as specified in the documents.
- 3.1.3 Contractor shall review and comply with all applicable requirements of OC San Contractor Safety Standards, latest version.
- 3.1.4 Contractor is responsible to provide all consumable supplies needed for work and testing and commissioning, including transportation, testing, safety equipment and personnel protection equipment except as noted.
- 3.1.5 Contractor shall be solely responsible for installing and maintaining all items in accordance with the manufacturer instructions until turnover of the work to OC San at the time of Final Completion.
- 3.1.6 Contractor shall be responsible for the repair or replacement of any item damaged by Contractor or Contractor's sub-contractor without any cost or schedule impact to OC San until turnover of the Work to OC San at the time of Final Completion. Repairs shall be completed prior to Final Completion.
- 3.1.7 Contractor is responsible to provide all packaging and shipping for transportation of parts and materials and equipment to and from the job site to ensure products and materials arrive at the site undamaged.
- 3.1.8 Contractor shall take measurements and record all test data during testing and commissioning and shall provide these measurements and data in a report to OC San's Project Manager.
- 3.1.9 Contractor shall provide accurate as-built record drawings by marking up drawings provided in Appendix A-1 and by providing additional drawings as needed.

3.2 PROJECT SUPERVISION

At all times during the progress of the work, Contractor shall have assigned a competent resident-superintendent who shall not be replaced without written notice to OC San except under extraordinary circumstances. Superintendent shall be on-site during all work. Contractor shall also designate, in writing, a representative, hereinafter referred to as Project Manager, assigned to the Project on a full-time basis during execution of the work who shall have the authority to act on behalf of Contractor, including executing the orders or directions of OC San without delay. This Superintendent and/or Project Manager 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 Project Manager shall be binding on Contractor.

3.3 QUALITY ASSURANCE AND QUALITY CONTROL

Contractor and its personnel assigned to this Contract shall be qualified in the field of concrete repair and protection with a successful track record of a minimum of five (5) years of similar experience. Contractor shall maintain qualified personnel who have received project training by a manufacturer's representative. Any personnel substitutions after award shall only be done with

advanced written approval from OC San.

The Contractor shall perform all work in accordance with approved written Quality Control Plan. The Contractor shall submit their Quality Control Plan to OC San Project Manager for approval before the work begins. 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.

4. SUBMITTAL OF PROJECT SCHEDULE AND WORKPLAN

- 4.1. Contractor shall provide project baseline schedule within fourteen (14) calendar days from the Notice to Proceed (NTP). 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 shall be 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.
- 4.2. 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. The project schedule shall be detailed and show critical path activities, activity duration, predecessors and successors, and start and finish dates.
- 4.3. The project schedule shall contain the following:

Activity / Schedule	Deadline	Cumulative Days
Notice to Proceed (NTP)	NTP = Effective Date	
Submittal of Project Schedule	NTP + 14 Calendar Days	14 Days
Submittals	NTP + 28 Calendar Days	28 Days
Substantial Completion	NTP + 126 Calendar Days	126 Days
Final Completion	Substantial Completion + 28 Calendar Days	154 Days

- 4.4. In addition, the project schedule shall show at a minimum the following tasks: submittal preparation and review, equipment removal and reinstallations, crack repair, repair concrete / mortar lining, and tasks involving existing plant systems including interruptions, shutdowns, LOTO, and training.
- 4.5. Provide a written narrative of the work plan for the project that includes all phases of the work, all activities shown on the baseline schedule, all deliveries, all shutdowns, all field assessments, with detailed description of work tasks.

5. RESOURCES AVAILABLE

5.1 REFERENCE DOCUMENTS

Appendix A-2 and A-3 are reference documents provided with this SOW.

Digester K (Plant 2)		
Source	Appendices	Document Title
OC San	Appendix A-1	Drawings
OC San	Appendix A-2	Digester K-related drawings from P2-17(1970) and P2-39 (1999).
OC San	Appendix A-3	Digester K Dome Structural Analysis, dated 2023

6. APPENDICES

The following appendices are part of this SOW. Appendix A-1 is contractual. Appendix A-2 and A-3 is for reference only.