

SERVICES CONTRACT
Truck Loading Scale Replacement at Plant No. 2
Specification No. MP2-014

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 Mettler Toledo, LLC (hereinafter referred to as “Contractor”), and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, OC San desires to obtain the services of Contractor for the procurement of equipment and services for the Truck Loading Scale Replacement 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 Ordinance No. OC SAN-56; and

WHEREAS, on November 15, 2023, OC San’s Board of Directors by minute order, authorized execution of this Contract.

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

1. General.

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

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

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

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. Services Contract
- b. Exhibit “A” – Scope of Work
- c. Permits and other regulatory requirements.
- d. Exhibit “C” – Determined Insurance Requirement Form
- e. Exhibit “F” – General Conditions
- f. Exhibit “D” – Contractor Safety Standards
- g. Exhibit “B” – Proposal

- 1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of providing the Services to OC San.
- 1.5 Work Hours: All work shall be scheduled Monday through Friday, between the hours of 7:30 a.m. and 4:00 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 and Contractor agrees to perform the services in accordance with the schedule provided in Section 3.1 and Contractor shall not be liable for delays caused by OC San or third parties.

3. Contract Term.

- 3.1 The Services shall be completed within one hundred eight-five (185) 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 Four-Hundred Seventy-Eight Thousand, Three-Hundred Eighty-Four and 24/100 Dollars (\$478,384.24).
- 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 and Shipping.

- 5.1 OC San shall pay net thirty (30) days upon receipt of the invoice and after approval by OC San's Project Manager or designee for itemized invoices submitted for Milestones completed as follows:
- A payment equal to 10% of the total cost upon submittal of drawings and submittals.
 - A payment equal to 25% of the total cost upon mobilization of demolition & construction services.
 - A payment equal to 35% of the total cost when equipment arrives at OC San.
 - A payment equal to 30% of total cost upon completion, commissioning, and acceptance.
- 5.2 Notwithstanding any other provision to the contrary, Payment by OC San to Contractor shall not be subject to any retainage or contingent upon anything other than Contractor's timely delivery/ performance in accordance with the milestones and specifications as mutually agreed.
- 5.3 Notwithstanding the foregoing, OC San shall have ten (10) days from the date of the Contractor's delivery of Services to inspect and notify the Contractor in writing of any non-acceptance of Contractor's Services. Upon the issuance of the notice of non-acceptance from OC San, the Contractor shall be afforded a ten (10) day period from the notice date to 1) review OC San's notice for non-acceptance and investigate any related claims therein, and; 2) if OC San's non-acceptance is susceptible to cure, Contractor shall have the ability to remedy and perform its Services under the Contractor, unless such non-acceptance cannot be cured or remedied within the ten (10) day period, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional thirty (30) days) provided the Contractor has made and continues to make a diligent effort to effect such remedy or cure. If Contractor does not receive written notice from OC San of non-acceptance within ten (10) days of delivery, then all Services delivered shall be deemed accepted by OC San and all remedies thereafter will be limited to the warranties provided in the WARRANTY Article herein. OC San's obligation to pay Contractor's invoice shall be extended in the same amount of any applicable cure period.

- 5.4 Shipping is FOB Destination. Upon OC San's written request Contractor may arrange shipment and may add relevant freight charges to the applicable invoice. Title and risk shall transfer to OC San upon delivery at designated location. Products / Equipment are deemed accepted upon completion of installation and calibration by Contractor, if Seller is responsible for such installation / calibration. OC San may request to arrange for inspection at Seller's facility, at any time prior to shipment. This acceptance will not alter OC San's warranty rights under the Contract. Title and risk shall transfer to OC San together, upon delivery of the goods / equipment in accordance with the delivery terms and for services upon completion.
- 5.5 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.
- 5.6 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.

- 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.
- 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 retain the right to examine and have reasonable access to any books, documents, records, and other data directly relating to and pertinent to the invoices submitted by the Contractor pursuant to this Contract upon fifteen (15) days written notice by OC San. Any audits made pursuant to this Section shall be scheduled and conducted during normal business hours at Contractor's office and shall not unreasonably interfere with Contractor's business activities. OC San shall not be permitted to interview any of Contractor's employees during the course of such audits. The costs and expenses of any such audits shall be paid for by OC San. OC San shall not have the right to assess any penalties on Contractor as a result of such audits.
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 directly caused by Contractor's negligence, gross negligence or willful misconduct in the provision or performance of providing the Services pursuant to 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. Notwithstanding anything to the contrary herein, the parties further agree that Contractor's aggregate liability will not in any event exceed the total value of this Contract giving rise to the claim, and Contractor agrees that this limitation will not cause this Contract to fail in accomplishing its essential purpose. Notwithstanding any provision of the Contract, neither OC San nor Contractor will be responsible to the other or any third party for any type of consequential, indirect, punitive or similar damages including but not limited to loss of profits, loss of operations etc.
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 its acceptance of the Services, OC San shall provide Contractor written notice identifying the reasons for rejection or revocation under this Section. Upon the issuance of such written notice from OC San, the Contractor shall be afforded a ten (10) day period from the notice date to 1) review OC San's notice for non-acceptance and investigate any related claims therein, and; 2) if OC San's non-acceptance is susceptible to cure, Contractor shall have the ability to remedy and perform its Services under the Contract, unless such issues cannot be cured or remedied within the ten (10) day period, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional thirty (30) days) provided the Contractor has made and continues to make a diligent effort to effect such remedy or cure.
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.** Either Party may terminate this Contract only upon 30 days' notice. Upon termination of the Contract by OC San, OC San agrees to pay for the services and works satisfactory performed through the date of termination and reasonable costs and expenses already incurred by CONTRACTOR to fulfill the Contract.
 - 29.1 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. 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: Darius Ghazi, CPM
Senior Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708
dghazi@ocsan.gov

Contractor: Matt Wilson
National Sales Manager
Mettler Toledo, LLC
1900 Polaris Parkway
Columbus, OH 43240
Matt.Wilson@mt.com

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.

[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: _____
Chad P. Wanke
Chair, Board of Directors

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Ruth Zintzun
Finance & Procurement Manager

METTLER-TOLEDO, LLC

Dated: _____

By: _____

Print Name and Title of Officer

JL

EXHIBIT A
SCOPE OF WORK

For

Truck Loading Scale Replacement at Plant No. 2 (MP2-014)

EXHIBIT A
SCOPE OF WORK
Truck Loading Scale Replacement at Plant No. 2 (MP2-014)

SCOPE OF WORK

1 Location of Work

The work covered under this Contract will take place at the Orange County Sanitation District's ("OC San's"):

- Plant 2 – 22212 Brookhurst Street, Huntington Beach, CA 92648 (See Appendix A-1, Project Location Map)

2 General

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

3 Description of the Work

The work involves the replacement of two truck loading scales, one in Truck Loading Bay A and one in Bay B. See Appendix A - 2 Existing Truck Loading Scale record drawings, Shop Drawings, Equipment Service Manual from the original project P2-60 Solids Storage and Truck Loading Facility at Plant No. 2, and some recent pictures for reference.

The Contractor shall provide the scales and assessed parts manufactured by original equipment manufacturer (OEM), Mettler Toledo, demolish the existing units, and install the new scales provided. The equipment and parts and installation work shall be performed in accordance with all OEM's recommendations, instructions and as required by the latest applicable codes and regulations.

The existing Truck Loading scales are Mettler Toledo Model 7560CD – 7511 concrete deck scales at 75' long X 11' wide with 200,000 lb gross capacity at each unit. The units are equipped with load cells, associated controls and related wiring and accessories. The units are split type with two weight platforms per scale. The units are completed with reinforced concrete weight bridge, load cells, splice boxes, electronics with digital indicators and all instrumentation, electrical, and other accessories required for a complete operational unit (see existing equipment reference information in Appendix A-2). The panel mounted terminals were updated to IND780 in 2021. Contractor shall provide new scale equipment and accessories as a replacement in kind with current model, and matching the existing site condition to make two new complete operational units.

The contractor shall include pre-inspection of the project site, take measurements and verify the field conditions to make proper design of the scales replacement to fit within the existing scale footprint and to meet truck loading service function requirements.

The Contractor shall coordinate work with the OC San Project Manager and Operations staff for existing Truck Loading shutdown. No more than one Truck Loading scale shall be removed out of service at a time to avoid interference or disruption of cake loadout operation. The Contractor shall work with the OC San Project Manager to develop the Work Plan along with a schedule for each major activity.

4 Project/Work Elements

The major components shall include:

1. Supply two (2) Truck Loading scales with concrete deck

2. Supply two POWERCELL PDX channel IND780 cards and install in the current IND780s. Supply and install cables and other related accessories.
3. Supply eight (8) panel mount remote displays
4. Demolish the two (2) existing truck scale units – one at a time, in two phases
The Contractor shall disassemble, remove, and dispose of existing units; OC San reserves the right to keep all used, unused and replaced parts. Contractor shall clean entire area where the scale is mounted before the installation.
5. Install the two new scales including all related controls, electrical, wirings, instrumentation and panels and all related accessories. Contractor shall supply concrete material and install the concrete decks.
6. Calibrate, test and commission the scales per OEM's standards and any latest applicable codes and regulations. Contractor shall re-certify the scale as part of the commissioning process.

Contractor shall provide lifting, rigging, personal protective equipment, safety submittals, and complete safety related tasks.

4.1 Submittals

1. Shop drawings of the Scales and accessories
2. Equipment Service Manual
3. Concrete mix design
4. Work Plan
5. Construction Schedule
6. Crane lifting plan

4.2 Warranties

1. The Contractor shall provide the Mettler Toledo 10-yr equipment warranty and shall warrant 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 Project Manager.
2. The Contractor shall provide four (4) original copies of the warranties in writing to OC San after completion of installation and testing.
3. The Contractor shall be responsible for removal, installation, and shipping costs of any replacement parts and for correcting any other defective work at no cost to OC San.

4.3 Permits/License

Confined Space Entry permit from OC San
Hot work permit for field welding work

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.

5.1 Unavailable

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

6 Project Schedule

Milestones/Timeline	Duration (working days) from Notice to Proceed (NTP)	Review Period (working Days)	Cumulative Days
Submittal	15	15	30
Procuring the equipment	50	0	80
Scale 1 - Demolition, installation and commissioning work	45	0	125
OC San Test Running of the Scale 1	15	0	140
Scale 2 - Demolition, installation and commissioning work	45	0	185

7 Project Management

7.1 Project Kick-Off Meeting

1. A minimum of one 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.