

SOLE SOURCE GENERAL SERVICES CONTRACT
Centrifuge Dewatering Lube Ring Pump Replacement at Plant No. 2
Project No. MP2-015

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 DXP Enterprises, 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 for Centrifuge Dewatering Lube Ring Pump 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-61; and

WHEREAS, on December 4, 2024 OC San's Operations Committee, 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" – Scope of Supply – Revision 2

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 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 5:30 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 important in the performance of the provisions hereof.

3. Contract Term.

- 3.1 The Services shall be completed within One Hundred Thirty-Five (135) 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 Two Hundred Eleven Thousand One Hundred Fifty-Seven and 13/100 Dollars (\$211,157.13).
- 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.

6.11 For purposes of this Section 6 “subcontractor” shall not include any supplier of goods and materials to Contractor.

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 to the extent any damage is caused by Contractor.

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. Notwithstanding the foregoing, OC San shall not be entitled to review or audit Contractor's proprietary and trade secret information, Contractor's profit margins, or the make-up of lump sum pricing.
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, to the proportionate extent it arises 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. 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.
- 24.2 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work specified in Exhibit "A," OC San informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract, Contractor shall, within the time agreed to by OC San and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.
- 24.3 Contractor's warranties are conditioned upon Contractor being provided written notice within ten (10) days of the date when any defects are first manifest, the Services, or goods supplied as a part of the Service, having not been repaired by parties other than Contractor or without Contractor's written approval; the Services, or goods supplied as a part of the Services, having not been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; the Services, or goods supplied as a part of the Services, having not been used in a manner contrary to Contractor's instructions for installation, operation and maintenance; the Services, or goods supplied as a part of the Services, having not been damaged from ordinary wear and tear, corrosion, or chemical attack; the Work having not been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; the Services, or goods supplied as a part of the Services, having not been damaged due to a defective power supply or improper electrical protection; or the Services, or goods supplied as a part of the Services, having not been damaged from the use of accessory goods not sold by Contractor or not approved by Contractor in connection with Goods supplied by Contractor hereunder. Goods provided as a part of the Services that are wear parts or consumables are not warranted. In any case of goods that are a part of the Services and are not manufactured by Contractor, there is no warranty from Contractor; however, Contractor will assist OC San in the enforcement of any warranty received from Contractor's supplier of such goods. In no case shall Contractor be obligated to remove the defective goods or install the replaced or repaired goods, and OC San shall be responsible for providing ready access to the goods and areas for warranty work, and all other associated costs, including, but not limited to, service costs, shipping fees, and expenses. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS, ORAL, OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. IPC'S EXCLUSIVE REMEDY AND CONTRACTOR'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO THE REPAIR, REPLACEMENT, REPERFORMANCE, OR REFUND.

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. Notwithstanding any other term, condition or provision of this Agreement to the contrary, under no circumstances, including any indemnity obligations, shall Contractor be liable to OC San or any other person or entity, for any consequential, incidental, special, indirect, punitive or exemplary damages, including without limitation damages for lost production, lost revenue, lost product, lost profit, lost business or lost business opportunities, all such damages being hereby specifically disclaimed. Contractor's aggregate liability under this Agreement shall be limited to twice the amount paid by OC San to Contractor for the Services provided pursuant hereto.

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 plus committed costs that cannot be cancelled without premium or penalty and Contractor's reasonable cost of demobilization. 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 after notice and reasonable opportunity to cure.

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.

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: Jackie Lagade
Purchasing Supervisor
Orange County Sanitation District
18480 Bandilier Circle
Fountain Valley, CA 92708
jlagade@ocsan.gov

Contractor: Marc Sanchez
Vice President
DXP Pacific, Inc.
1340 N. Jefferson Street
Anaheim, CA 92807
marc.sanchez@dxpe.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: _____
Pat Burns
Chair, Operations Committee

Dated: _____ By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____ By: _____
Kevin Work
Purchasing & Contracts Manager

DXP PACIFIC, INC.

Dated: _____ By: _____

Print Name and Title of Officer

JL

EXHIBIT A
SCOPE OF WORK
Centrifuge Dewatering Lube Ring Pump Replacement at Plant No. 2 (MP2-015)

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 No. 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 replacing the existing Dewatering Lubrication packed plunger pumps with new hydraulic diaphragm pumps including discharge tubing and pump skid modifications. See Appendix A – 2: Existing Dewatering Lubrication Ring Pumps record drawings, Shop Drawings, Equipment Service Manual from the original project P2-92 Sludge Dewatering and Odor Control Facility at Plant No. 2, and some recent pictures for reference.

The existing skid is comprised of stainless steel tubing, packed plunger pumps, motor operated valves, instruments, piping, appurtenances, and power, signal, and control wiring to junction boxes which are wired to control panels mounted separately from the skid. The existing lube ring pumps are OBL Packed Plunger Pumps Model LP30A68TSFAMA0 which are rated for 162 l/h (0.6 gpm) and 160 bar (2320 psi). The pumps are equipped with 5 HP inverter duty, totally enclosed fan cooled (TEFC), Class I Division 2 motors and are driven by variable frequency drives (VFDs) located in existing local control panels. Each pump has its own dedicated local control panel. See summary of existing equipment associated with the Dewatering Lube Ring system in Table 1 below:

The Contractor shall provide hydraulic diaphragm pumps, pump repair kits, pulsation dampeners, piping and appurtenances, remove the existing pumps (to be hauled or warehoused at OC San's discretion), modify the existing skid (including but not limited to piping, electrical, framing, and seismic anchorage) and install the new pumps provided. The pump shall be Milton Roy Prime Royal Model PLH31-25F1SNN, with a capacity of 0.6 gpm at maximum pressure 2030 psi and maximum 5 HP motors to fit in the existing pump skid with minimum piping modification. Stainless steel tubing shall match the existing tubing. All material provided by the contractor shall be new from the original equipment manufacturer. At no time will existing hardware be reused.

The work shall be coordinated with OC San's Operations and Maintenance group and sequenced to maintain operation of the Centrifuge Dewatering Facility. The work comprised of equipment, parts, installation, testing, and startup shall be performed in accordance with all Milton Roy's recommendations, instructions and as required by the latest applicable codes and regulations.

Table 1 - Summary of Dewatering Lube Ring System Existing Equipment

Item	Equipment No.	Scope
Lube Ring Pump 1	25MPMP600	Replace

Lube Ring Pump 2	25MPMP610	Replace
Lube Ring Pump 3	25MPMP620	Replace
Lube Ring Pump 4	25MPMP630	Replace
Lube Ring Pump 1 Motor	25MMTR600	Replace
Lube Ring Pump 2 Motor	25MMTR610	Replace
Lube Ring Pump 3 Motor	25MMTR620	Replace
Lube Ring Pump 4 Motor	25MMTR630	Replace
Lube Ring Pump 1 Motor Temperature Switch High	25MTSH601	Replace
Lube Ring Pump 2 Motor Temperature Switch High	25MTSH611	Replace
Lube Ring Pump 3 Motor Temperature Switch High	25MTSH621	Replace
Lube Ring Pump 4 Motor Temperature Switch High	25MTSH631	Replace
Lube Ring 1	25MINJ613	Protect-in-place
Lube Ring 2A	25MINJ606	Protect-in-place
Lube Ring 2B	25MINJ603	Protect-in-place
Lube Ring 3	25MINJ623	Protect-in-place
Lube Ring 4A	25MINJ633	Protect-in-place
Lube Ring 4B	25MINJ636	Protect-in-place
Lube Ring Pump 1 Control Panel	25MFCP600	Protect-in-place
Lube Ring Pump 2 Control Panel	25MFCP610	Protect-in-place
Lube Ring Pump 3 Control Panel	25MFCP620	Protect-in-place
Lube Ring Pump 4 Control Panel	25MFCP630	Protect-in-place
Lube Ring Pump 1 Discharge Pressure Transmitter	25MPIT602	Relocate
Lube Ring Pump 2 Discharge Pressure Transmitter	25MPIT612	Relocate
Lube Ring Pump 3 Discharge Pressure Transmitter	25MPIT622	Relocate
Lube Ring Pump 4 Discharge Pressure Transmitter	25MPIT632	Relocate
Lube Ring Pump 1 Flow Switch Low	25MFSL603	Protect-in-place
Lube Ring Pump 2 Flow Switch Low	25MFSL613	Protect-in-place
Lube Ring Pump 3 Flow Switch Low	25MFSL623	Protect-in-place
Lube Ring Pump 4 Flow Switch Low	25MFSL633	Protect-in-place
Lube Ring Pump 1 Pressure Relief Valve	25MPRV600	Protect-in-place
Lube Ring Pump 2 Pressure Relief Valve	25MPRV610	Protect-in-place
Lube Ring Pump 3 Pressure Relief Valve	25MPRV620	Protect-in-place
Lube Ring Pump 4 Pressure Relief Valve	25MPRV630	Protect-in-place
Lube Ring Pump 1 Pulsation Dampener	25MDMPR600	Replace
Lube Ring Pump 2 Pulsation Dampener	25MDMPR610	Replace
Lube Ring Pump 3 Pulsation Dampener	25MDMPR620	Replace
Lube Ring Pump 4 Pulsation Dampener	25MDMPR630	Replace

The contractor shall include pre-inspection of the project site, take measurements and verify the field conditions to make proper design of the pump replacement to fit within the existing skid footprint and to meet dewatering lubrication ring pumping system functional requirements.

The Contractor shall coordinate work with the OC San Project Manager and Operations staff for existing Dewatering Centrifuge and cake pumping shutdown. No more than one lube ring pump 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 detailing sequences and required outages along with a schedule for each major activity.

4 Project/Work Elements

The major components shall include:

1. Supply four (4) Hydraulic Diaphragm Pumps (Milton Roy PrimeRoyal – PLH31-25F1SNN)
2. Supply four (4) 5HP, TEFC, Inverter Duty, Class I Div 2 motors
3. Supply four (4) Pump Repair Kits (Milton Roy PrimeRoyal – RPM-106-15.9-3166-LS-LD)
4. Supply four (4) high pressure Pulsation Dampeners
5. Supply seismic calculations to confirm anchorage sizing and skid modifications
6. Demolish the four (4) existing packed plunger pumps – one at a time to keep the lube ring supply system online. The Contractor shall disassemble, remove, and dispose of existing pumps, turn over existing motors to OC San for warehousing, and dispose of the existing pumps. OC San reserves the right to keep all used, unused and replaced parts.
7. Modify the existing skid to accept the new Hydraulic Diaphragm Pumps including modifications to the framing, piping and appurtenance valving and instruments, and wires and raceways for power, control, and signal. The system may require a brief shutdown/outage to modify the existing raceways. The outage shall be limited to 4 hours and coordinated with OC San O&M staff a minimum of 2 weeks in advance of the work. Additional outages if required are subject to the same requirements for notification and duration of outages unless otherwise agreed to by OC San.
8. Install the four (4) new pumps included all related, controls, electrical, wiring and all related accessories.
9. Calibrate, test and commission the pumps, control panels, and instruments per Milton Roy's standards and any latest applicable codes and regulations. Contractor shall re-certify the dewatering lube ring pumping system as part of the commissioning process.

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

4.1 Submittal

The contractor shall provide the following information in a submittal per Section 6 Project Schedule.

1. Shop drawings of the Pumps and Pump Skid Modifications
2. Seismic Anchorage Design
3. Equipment Service Manual
4. Work Sequence and Outage Plan
5. Startup and Testing Plan
6. Construction Schedule

4.2 Warranties

1. The Contractor shall provide the Milton Roy 5-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

Lockout Tagout Certification
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)	Review Period (working Days)	Cumulative Days from Notice to Proceed (NTP)
Submittals	30 following NTP	15	45
Procuring the equipment	50	0	95
Lube Ring Pump 1 - Demolition, installation and commissioning work	5	0	100
OC San Test Running of the Lube Ring Pump 1	5	0	105
Lube Ring Pump 2 - Demolition, installation and commissioning work	5	0	110
OC San Test Running of the Lube Ring Pump 2	5	0	115
Lube Ring Pump 3 - Demolition, installation and commissioning work	5	0	120
OC San Test Running of the Lube Ring Pump 3	5	0	125
Lube Ring Pump 4 - Demolition, installation and commissioning work	5	0	130
OC San Test Running of the Lube Ring Pump 4	5	0	135

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.