

**SERVICE CONTRACT  
REHABILITATION OF SIXTEEN (16) RECTANGULAR  
CLARIFIERS AT PLANT 1 (MP-462)  
Specification No. S-2020-1148BD**

**THIS CONTRACT** is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708 (hereinafter referred to as "OCSD") and J.R. Filanc Construction Company, Inc. with a principal place of business at 740 North Andreasen Avenue, Escondido, California 92029 (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

**WITNESSETH**

**WHEREAS**, OCSD desires to temporarily retain the services of Contractor for the Rehabilitation of Sixteen (16) Rectangular Clarifiers at Plant 1 (MP-462) "Services" as described in Exhibit "A"; and

**WHEREAS**, OCSD has chosen Contractor to conduct Services in accordance with Ordinance No. OCSD-52; and

**WHEREAS**, on July 22, 2020, the Board of Directors of OCSD, by minute order, authorized execution of this Contract between OCSD and Contractor; and

**WHEREAS**, Contractor is qualified by virtue of experience, training, and expertise to accomplish such Services,

**NOW, THEREFORE**, in consideration of the mutual promises and mutual benefits exchanged between the Parties, the Parties mutually agree as follows:

**1. Introduction**

1.1 This Contract and all exhibits hereto (called the "Contract") is made by OCSD and the Contractor. The terms and conditions herein exclusively govern the purchase of Services as described in Exhibit "A".

1.2 Exhibits to this Contract are incorporated by reference and made a part of this Contract as though fully set forth at length herein.

Exhibit "A"	Scope of Work as modified by Addendum No. 1
Exhibit "B"	Bid
Exhibit "C"	Acknowledgement of Insurance Requirements
Exhibit "D"	OCSD Safety Standards and Safety SOP-102 Personal Protective Equipment (PPE) Safety SOP-604 Confined Space Safety SOP-605 Control of Hazardous Energy (LOTO) Safety SOP-607 Hazard Communication Safety SOP-626 Fall Protection
Exhibit "E"	Human Resources Policies

1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions of this Contract shall in all respects govern and control.

- 1.4 The provisions of this Contract may be amended or waived only by a writing executed by authorized representatives of both Parties hereto.
- 1.5 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.
- 1.6 The term “days”, when used in the Contract, shall mean calendar days, unless otherwise noted as business days.
- 1.7 OCSD holidays (non-working days) are as follows: New Year’s Day, Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 The term “hours”, when used in this Contract, shall be as defined in Exhibit “A”.
- 1.9 Contractor shall provide OCSD with all required premiums and/or overtime work at no charge beyond the price provided under “Compensation” below.
- 1.10 Except as expressly provided otherwise, OCSD accepts no liability for any expenses, losses, or action incurred or undertaken by Contractor as a result of work performed in anticipation of purchases of said services by OCSD.
2. **Compensation** Compensation to be paid by OCSD to Contractor for the Services provided under this Contract shall be a total amount not exceed One Million, Three Hundred Nineteen Thousand, Three Hundred Thirteen Dollars (\$1,319,313.00).
3. **California Department of Industrial Relations (DIR) Registration and Record of Wages**
  - 3.1 To the extent Contractor’s employees and/or its subcontractors who will perform Work during the design and preconstruction phases of a construction contract or perform work under a maintenance contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, Contractor and its subcontractors shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the work is subject to compliance monitoring and enforcement by the DIR.
  - 3.2 The Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
  - 3.3 Pursuant to Labor Code Section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OCSD and/or general public upon request, provided the public request is made through OCSD, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations.
  - 3.4 The Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).

**4. Payments and Invoicing**

4.1 OCSD shall pay, net thirty (30) days, upon receipt and approval, by OCSD's Project Manager or designee, of itemized invoices submitted for Clarifiers completed in accordance with Exhibit "A", and for the prices set forth in Exhibit "B". OCSD, at its sole discretion, shall be the determining party as to whether the Clarifiers have been satisfactorily completed.

4.2 Invoices shall be emailed by Contractor to OCSD Accounts Payable at [APStaff@OCSD.com](mailto:APStaff@OCSD.com) and "INVOICE" with the Purchase Order Number and Specification No. S-2020-1148BD shall be referenced in the subject line.

5. **Audit Rights** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its termination, OCSD 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.

6. **Scope of Work** Subject to the terms of this Contract, Contractor shall perform the Services identified in Exhibit "A". Contractor shall perform said Services in accordance with generally accepted industry and professional standards.

7. **Modifications to Scope of Work** Requests for modifications to the Scope of Work hereunder can be made by OCSD at any time. All modifications must be made in writing and signed by both Parties.

8. **Contract Term** The Services provided under this Contract shall be completed within 365 calendar days from the effective date of the Notice to Proceed.

9. **Extensions** The term of this Contract may be extended only by written instrument signed by both Parties.

10. **Performance** Time is of the essence in the performance of the provisions hereof.

**11. Termination**

11.1 OCSD 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 OCSD of intent to terminate. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OCSD shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) to 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 OCSD from any further fee, cost or claim hereunder by Contractor other than for work performed to the date of termination.

11.2 OCSD reserves the right to terminate this Contract immediately upon OCSD's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or any other default of this Contract.

11.3 OCSD may also immediately cancel for default of this Contract 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 total amount of compensation exceeds the amount authorized under this Contract.

- 11.4 All OCSD property in the possession or control of Contractor shall be returned by Contractor to OCSD upon demand, or at the termination of this Contract, whichever occurs first.
12. **Insurance** Contractor and all subcontractors shall purchase and maintain, throughout the life of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Acknowledgement of Insurance Requirements (attached hereto and incorporated herein as Exhibit "C"). Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OCSD, 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 maintain required insurance coverage shall result in termination of this Contract.
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 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 OCSD, Contractor shall indemnify, protect, defend and hold harmless OCSD, 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 OCSD, and with well qualified, adequately insured, and experienced legal counsel acceptable to OCSD.
14. **OCSD Safety Standards** OCSD requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as OCSD Safety Standards while working at OCSD locations. If during the course of the Contract it is discovered that OCSD Safety Standards do not comply with Federal, State, or local regulations, then the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OCSD. Contractor and all of its employees and subcontractors, shall adhere to all applicable OCSD Safety Standards attached hereto in Exhibit "D" including Safety SOP-102 Personal Protective Equipment (PPE), Safety SOP-604 Confined Space, Safety SOP-605 Control of Hazardous Energy (LOTO), Safety SOP-607 Hazard Communication, Safety SOP-626 Fall Protection, and the Human Resources Policies in Exhibit "E".
15. **Warranties** In addition to the warranties stated in Exhibit "A", the following shall apply:
- 15.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance by the OCSD Project Manager or designee of the work as complete.

- 15.2 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work as specified in Exhibit "A", OCSD 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 OCSD and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.
16. **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 said 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 or may be eliminated from the Contract.
17. **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.
18. **Familiarity with Work** By executing this Contract, Contractor warrants that: 1) it has investigated the work to be performed; 2) it has investigated the site of the work and is aware of all conditions there; and 3) it understands the facilities, difficulties and restrictions of the work under this Contract. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCSD, it shall immediately inform OCSD of this and shall not proceed, except at Contractor's risk, until written instructions are received from OCSD.
19. **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 California Water Codes Division 2.
20. **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.
21. **Licenses, Permits, Ordinances and Regulations** Contractor represents and warrants to OCSD that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to engage in this work. 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 the terms of this Contract will be paid by Contractor.
22. **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 harmless from any and all damages and liabilities assessed against OCSD as a result of Contractor's noncompliance therewith. Any permission required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically referenced.
23. **Contractor's Employees Compensation**
- 23.1 **Davis-Bacon Act** – Contractor will pay and will require all subcontractors to pay all employees on said project a salary or wage at least equal to the prevailing rate of per diem wages as determined by the Secretary of Labor in accordance with the Davis-Bacon Act for each craft or type of worker needed to perform the Contract. The provisions of the Davis-Bacon Act shall apply only if the Contract is in excess of two thousand dollars (\$2,000.00)

and when twenty-five percent (25%) or more of the Contract is funded by Federal assistance. If the aforesaid conditions are met, a copy of the provisions of the Davis-Bacon Act to be complied with are incorporated herein as a part of this Contract and referred to by reference.

- 23.2 General Prevailing Rate – OCSD has been advised by the State of California Director of Industrial Relations of its determination of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of same are on file in the Engineering Department. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this Contract as required by Labor Code Section 1774 of the State of California. Per California Labor Code 1773.2, OCSD will have on file copies of the prevailing rate of per diem wages at its principal office and at each project site, which shall be made available to any interested party upon request.
- 23.3 Forfeiture For Violation – Contractor shall, as a penalty to OCSD, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by the Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.
- 23.4 Apprentices – Sections 1777.5, 1777.6, 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices are applicable to this Contract and the Contractor shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days or more; or if contracts of specialty contractors not bidding for work through the general or prime Contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.
- 23.5 Workday – In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by it hereunder. Contractor shall conform to Article 3, Chapter 1, Part 7 (Section 1810 et seq.) of the Labor Code of the State of California and shall forfeit to OCSD as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said Article. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the project.
- 23.6 Record of Wages; Inspection – Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the project and agrees to require that each of its subcontractors do the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. Penalties for non-compliance with the requirements of Section 1776 may be deducted from project payments per the requirements of Section 1776.

24. **South Coast Air Quality Management District's (SCAQMD) Requirements** It is Contractor's responsibility 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 the SCAQMD.
25. **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.
26. **Breach** The waiver of 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 OCSD does not object shall not operate as a waiver of OCSD's rights to seek remedies available to it for any subsequent breach.
27. **Remedies** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods or Services or repudiates its obligations under this Contract, or if OCSD rejects the goods or Services or revokes acceptance of the goods or Services, OCSD may (1) cancel the Contract; (2) recover whatever amount of the purchase price OCSD has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Contractor. In the event OCSD elects to "cover" as described in (3), OCSD shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods or Services and the Contract price, together with any incidental or consequential damages.
28. **Dispute Resolution**
- 28.1 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.
- 28.2 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 California 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 California 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.

29. **Attorney's Fees** If any action at law or inequity 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 he may be entitled.
30. **Survival** The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.
31. **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.
32. **Damage to OCSD's Property** Any of OCSD's property damaged by Contractor, any subcontractors or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OCSD.
33. **Disclosure** Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OCSD.
34. **Independent Contractor** The legal relationship between the parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor an OCSD 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 OCSD's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OCSD's employees.
35. **Limitations upon Subcontracting and Assignment** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OCSD. Any such attempted delegation or assignment shall be void.
36. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OCSD and Contractor.
37. **Non-Liability of OCSD Officers and Employees** No officer or employee of OCSD shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OCSD or for any amount which may become due to Contractor or to its successor, or for breach of any obligation for the terms of this Contract.
38. **Read and Understood** By signing this Contract, Contractor represents that he has read and understood the terms and conditions of the Contract.
39. **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.
40. **Entire Contract** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.



**41. Notices** All notices under this Contract must be in writing. Written notice shall be delivered by personal service 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:

OCSD: Darius Ghazi, Senior Buyer  
Orange County Sanitation District  
10844 Ellis Avenue  
Fountain Valley, CA 92708

Contractor: Luis Reyes  
General Manager  
J.R. Filanc Construction Company, Inc.  
740 North Andreasen Avenue  
Escondido, CA 92029

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

**IN WITNESS WHEREOF**, intending to be legally bound, the Parties hereto have caused this Contract to be signed by the duly authorized representatives.

**ORANGE COUNTY SANITATION DISTRICT**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
David John Shawver  
Chair, Board of Directors

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Kelly A. Lore  
Clerk of the Board

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Ruth Zintzun  
Purchasing & Contracts Manager

**J.R. FILANC CONSTRUCTION COMPANY, INC.**

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

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

\_\_\_\_\_  
IRS Employer's I.D. Number

**Exhibit A**  
**SCOPE OF WORK**  
**For**  
**Rehabilitation of Sixteen (16) Rectangular Clarifiers at Plant 1 (MP-462)**

**EXHIBIT A  
SCOPE OF WORK  
REHABILITATION OF SIXTEEN (16) RECTANGULAR  
CLARIFIERS AT PLANT 1 (MP-462)  
SPECIFICATION NO. 2020-1148BD**

**EXECUTIVE SUMMARY / OVERVIEW**

In 1993, the Orange County Sanitation District (OCSD) constructed 10 rectangular primary sedimentation basins (PSBs) 6-15 on the westside of the primary treatment area at Plant No. 1. This work was performed as project P1-33. In 2006, the OCSD added 16 additional rectangular primary sedimentation basins (PSBs16-31) under project P1-37, resulting in a primary clarifier complex of 26 rectangular sedimentation basins known collectively as PSBs 6-31. PSBs 6-31 have a combined design capacity of 160 MGD. The sedimentation basins are separated into four quadrants; Quadrant 1 includes PSBs 6-14 (even numbered), Quadrant 2 includes PSBs 7-15 (odd numbered), Quadrant 3 includes PSBs 17-31 (odd numbered), and Quadrant 4 includes PSBs 16-30 (even numbered). Primary sludge is produced in PSBs 6-31 through a “co-thickening” operation where dilute sludge is routed from Quadrants 1 and 2 to Dilute Sludge Sump 1 (DSS1) and then pumped to a sludge flume in Quadrant 4 sedimentation basins to be co-thickened with Quadrant 4 primary influent. Quadrant 3 clarifier sludge is drained to Dilute Sludge Sump 2 (DSS2) and pumped directly to the digesters without co-thickening.

The Contractor shall perform a turnkey solution including new replacement parts or approved equal parts to rehabilitate eight (8) pairs, sixteen (16) Rectangular Clarifier Basin Tank Sludge Collector Mechanisms, associated with original project P1-33.

**1. BACKGROUND/GENERAL PROJECT DESCRIPTION**

The Chain-and-Flight Clarifier equipment components in 8 clarifier pairs, 16 clarifier basin tanks, shall be replaced at the Rectangular Primary Sedimentation Basins Clarifiers at Plant 1. All replacement equipment components shall be provided by the Original Equipment Manufacturer (OEM) Brentwood Industries Inc. (PolyChem Systems), Evoqua (Envirex), or as stated herein. All components and parts shall be supplied from the same manufacturer. The Work, in general, consists of replacement of all mechanical collection system components as stated herein.

**2. DEFINITIONS**

- OCSD – Orange County Sanitation District
- LOTO – Lock-out/Tag-out
- Clarifier Basin(s) – “Clarifier(s)” or “Basin(s)”

### **3. PROJECT/WORK ELEMENTS**

The Contractor shall perform the following turnkey solutions including new replacement parts or approved equal parts to rehabilitate sixteen (16) Rectangular Clarifier Basins associated with original project P1-33.

**OCSD reserves the right to choose the location, sequence, and number of basins to be worked on during the duration of this Project.**

#### **3.1. General**

Contractor shall have performed similar work described within this scope and demonstrate they have the experience and ability to conduct the work as completely and as diligently as required under the terms of the Contract.

- 3.1.1. All parts, unless noted otherwise, are to be supplied by Contractor, at a minimum as listed in APPENDIX A-1. Additional parts may be needed to complete job. Replacement parts shall be new. No refurbished parts are to be used.
- 3.1.2. All work performed by Contractor on the equipment listed herein shall be completed in accordance with manufacturer recommendations, instructions, and as required by the latest applicable codes and regulations. As-built Drawings are attached in APPENDIX A-2 for reference use.
- 3.1.3. The Operations and Maintenance (O&M) manuals and specifications/procedures for the Primary Rectangular Clarifiers are attached in APPENDIX A-3 for reference use.
- 3.1.4. OCSD reserves the right to keep all used, unused, and replaced parts. No project materials or equipment shall be taken off the Project/Construction site without OCSD written authorization.
- 3.1.5. Contractor shall provide detailed submittals/procedures with part numbers and their dimensions for review and approval by OCSD for all parts prior to fabrication or procurement by the Contractor. OCSD will respond to the Contractor within 20 days.
- 3.1.6. Except as specified elsewhere herein, Contractor shall furnish the following:
  - 1) Field Supervision
  - 2) Field Office Support
  - 3) Labor
  - 4) Permanent Materials

- 5) Construction Equipment and Tools
- 6) Consumable Supplies
- 7) Transportation
- 8) Testing
- 9) Safety Equipment and Personnel Protection Equipment
- 10) Temporary and Support Facilities
- 11) Forklift
- 12) Crane
- 13) Any other items not listed required to perform all activities described herein.

OCSD will provide all laydown area required for project. Contractor shall include all expenses/costs related to the trailer/laydown in their bid at no additional cost to OCSD.

- 3.1.7. Contractor shall bring all discrepancies between the Scope of Work, Specifications, and Reference Drawings, upon discovery, and in a timely manner to the attention of OCSD for resolution. No extra work shall proceed without OCSD's prior written authorization.
- 3.1.8. In the case of a wet weather/ storm event or other unforeseen circumstances, OCSD may require the Contractor to abandon work for up to a week on an in-process basin(s) and remove all equipment from the premises. OCSD will attempt to provide a minimum of 24-hour advanced notice of such an event.
- 3.1.9. All work on each pair of basins shall be completed within three (3) work weeks. If the Contractor requires additional time to complete a basin, written request of work extension is required by the Contractor, along with approval from OCSD.
- 3.1.10. OCSD will provide the Contractor up to two (2) pairs, four (4) Clarifier basins at a time.
- 3.1.11. OCSD reserves the right to witness Contractor's activities, including but not limited to all tests performed by Contractor. Contractor shall redo test, if they are deemed unreliable or erroneous at OCSD's sole discretion at no additional cost.
- 3.1.12. Hazardous substances, including all construction debris, shall be disposed of in an environmentally safe manner by Contractor at no additional cost and with prior approval from OCSD. Under no circumstances shall hazardous wastes be commingled with non-hazardous wastes.
- 3.1.13. Contractor shall be responsible for the repair or replacement-in-kind of any item damaged by Contractor or Contractor's Subcontractor without any

cost or schedule impact to OCSD until complete turnover and Acceptance of the Scope of Work by OCSD.

- 3.1.14. Contractor shall coordinate the work to avoid any interference with normal operations of plant equipment and processes. Written shutdown requests shall be submitted to the OCSD Project Manager. Request shall identify the system or equipment included in the shutdown request. The OCSD Project Manager's written acceptance of shutdown requests shall be obtained fourteen (14) days in advance. Any work that blocks roadways, access to buildings, and parking lots shall require written acceptance from OCSD. Contractor shall follow OCSD's LOTO procedures for isolation of equipment. OCSD will provide tags and Contractor shall provide lockout devices. If work on energized electrical systems is required, refer to the section entitled "Working on Energized Systems" of the OCSD Safety Standards.

### **3.2. Work Element**

- 3.2.1. Perform all Operational and Maintenance tasks per the Original Equipment Manufacturer (OEM) Manual, attached for reference, APPENDIX A-3.
- 3.2.2. The service includes but not limited to all labor, supplies, OEM or approved equal parts and equipment to complete the following tasks:
  - 3.2.2.1. Perform LOTO. Wash down the empty basin removing any remaining materials, sediments, debris, etc. to provide for a safe environment enabling high quality repair work to proceed. Provide an appropriate safety barrier to prevent parts/people from inadvertently falling into the Clarifier.
  - 3.2.2.2. Inspect and remove existing equipment but not limited to the plastic drive chain and links, weld-washers on wear strips, plastic drive, bull sprocket, drive sprockets, and idler sprockets, and flight shoes. After measuring, recording, and documenting the parts' current condition and mechanical wear, etc., remove and replace the components with new OEM or approved equal replacement parts.

### **3.2.3. Equipment Installation**

- 3.2.3.1. Install the following parts but not limited to: bull sprocket, wear strips, floor shoes, return shoes, stub shaft bearings, collector chain, drive chain, drive sprockets, idler sprockets, broken/damaged flights (flights will be provided by OCSD), tension collector chain, flight attachments, filler blocks, wear strip hardware, align drive sprockets and align drive chain. See APPENDIX A-1 for the parts list.

- 3.2.3.2. Inspect and replace all wear strips with new 4" wide wear strips, ensuring proper placement (~3/8" to 1/2" gap) with respect to the flight shoes. The mounting hardware to be installed appropriately to ensure that the wear strips are securely mounted to the basin floor, while ensuring that they do not protrude excessively, prematurely wearing the shoes on the flights.
- 3.2.3.3. Adjust the plastic drive chain tension appropriately, ensuring that all the flights are appropriately aligned and uniformly distributed on both sides of the drive chains; and, that neither the plastic chain nor flights inappropriately contact or rub against the basin ceiling, etc. during operation. The flight shoes should be properly aligned and riding on the wear strips; and, the flights should be perpendicular to the basin walls to withstand misalignment operation alarms.
- 3.2.3.4. OSCD will perform a job walk with the Contractor on each basin tank prior to any repairs being made, as well as subsequent work being performed. OSCD will review the completed repairs and workmanship after each basin rehabilitation. A test run will be performed to ensure the installation is done correctly before OSCD releases additional basins. OSCD has the right to require the Contractor to address or fix any perceived deficiencies, errors, etc. that are not in alignment with OSCD expectations.
- 3.2.3.5. After each basin rehabilitation and OSCD test run approval, vector services shall jet and vector debris and material in each hopper, including drain line.

#### **4. MATERIAL REQUIREMENTS**

The Contractor shall perform the following turnkey solutions including OEM parts required to rehabilitate sixteen (16) Primary Rectangular Clarifier Basins associated with this project:

4.1. For material use 100% Virgin UHMW/PE polymer per ASTM D4020-05a; 4.2 million min molecular weight and 24 min IV (intrinsic viscosity), Nylon-6, or approved equal. See APPENDIX A-1 for parts list.

4.2. Reference APPENDIX A1 for material requirements of Parts List.

#### **5. RESOURCES AVAILABLE**

Material/Equipment laydown and staging area can be provided as necessary. The Contractor shall be solely responsible to secure the laydown and staging area for all Contractor tools, equipment and delivered parts for this contract. Tools and equipment

shall be properly rated for the intended application and area classifications. Restroom Facilities shall be provided by the Contractor for the duration of the job, adequately sized and maintained for the construction crew. Access to 120v electrical supply, non-potable water, and compressed air available for use by the Contractor in the work area during this project.

**6. PROJECT SCHEDULE**

The project schedule will be dependent upon the availability of the basin(s), the asset demand at that particular time, and the required coordination of other ongoing projects or planned asset outings. The following schedule is provided for illustration purposes only. The actual project schedule will depend on basin availability at the time of mobilization readiness.

Milestones/Timelines	Deadline (Weeks from Notice to Proceed Date)
Kick-Off Meeting / Notice to Proceed	0
Work Begins on first Set of Basins	5
Work Begins on Subsequent Basins	8

*(1) Each pair of basins shall be completed within three (3) weeks, from the start of these Basins unless there is a wet weather/ storm event.*

**7. PROJECT MANAGEMENT**

**7.1. Meetings**

A minimum of one week prior to start of work, a meeting with relevant OCSD staff shall be held to establish appropriate contacts and review the Contractor’s plan to implement this work, training records, safety plans, etc. If necessary, additional meetings may be required.

Contract conferences shall be held on an on-call basis with OCSD staff to keep OCSD apprised of the job, review work in progress, and receive comments. Conferences shall be held at the OCSD’s offices. All notes and decision items shall be captured by the Contractor and reported in electronic format. The formal agenda shall be submitted with the previous meeting notes at least one week prior to each meeting.

**7.2. Project Kick-Off Meeting**

The Contractor and subcontractors shall attend the initial kick off meeting where team members will be introduced to each other. Contractor shall provide a draft workplan and schedule at the initial kick off meeting.

**7.3. Project Progress Meetings**



The Contractor and subcontractors shall attend progress meetings throughout the life of the project in order to coordinate all issues related to the work. Progress meetings shall be held every other week, or as determined by OCSD.

## **8. DELIVERABLES**

Contractor shall provide the following deliverables and others as specified herein:

### **8.1. Progress Reports**

With the first invoice provide a schedule of values which breaks down each bid item into sub items. Each invoice shall be accompanied by a detailed progress report of work completed and an updated work schedule. The progress report shall include at a minimum the following: a description of a) current activities; b) future activities; c) potential out-of-scope items; d) concerns and possible delays; and e) percentage of completion. If invoices are not submitted monthly, provide the schedule of values, reports, and schedules on a monthly basis. Include with each invoice, a detailed photo log (high resolution) of equipment and material before and after changes or improvements are made.

### **8.2. Final Report**

A final job report shall be completed by the Contractor after the completion of the assigned work. The final job report shall include the following:

- Field repairs performed and their locations.
- A detailed list of the replacement parts installed and their parts numbers.
- Digital field photos of the work performed.
- Detailed description of any major mechanical issues found and repaired with digital photos

Three (3) hardcopies and one (1) digital file of the final job report including detailed written field observations, digital color photos shall be delivered to OCSD: Project Manager, (Office Phone No. 714-593-7085) within 14-business days following the completion of the last contracted basin rehab work. Note: All text documents must be completed in MS Word.

## **9. SAFETY & HAZARDOUS MATERIALS**

**9.1.** Plant 1 P1-33 Primary Rectangular Clarifier Basins are a designated permit required confined space as defined by Cal OSHA. The Contractor will be required to provide confined space entry trained personnel capable of planning and performing confined space entries, and rescue of entry personnel from the Rectangular Clarifier Basins and appurtenances, as necessary. In addition, the Contractor is required to have an entry and rescue plan for this work approved by the OSCD Safety Department. The Contractor shall provide confined space

rescue response on-site for contract personnel. The Contractor shall supply personnel with the proper certification and training and provide proof of the same.

**9.2.** The Contractor shall also be responsible for training their personnel in fall protection and the proper use of personal protection equipment (PPE), appropriate for safely working in this environment.

**9.3.** The Contractor shall provide personnel with an experience level suitable for identifying hazards that may occur during the normal course of work.

**9.4.** Contractor shall provide each field staff member with an individual Gas Tech Analyzer for the duration of the project.

**9.5.** Contractor shall also provide a job site foreman or supervisor responsible for furnishing required tools, equipment, and supplies necessary to conduct and complete the above listed tasks as requested by OCSD. Any questions concerning safety or job hazards shall be submitted electronically to the OCSD Project Manager. The Contractor shall adhere to all OCSD's policies and procedures.

#### **9.6. Job Hazard Analysis**

A Job Hazard Analysis, (JHA), or Job Safety Analysis, (JSA), will be provided to the Contractor. Any questions concerning safety and job hazards shall be submitted by the Contractor electronically or in writing and shall be answered by OCSD Safety Department electronically or in writing and saved in the project records. The Contractor will adhere to all of OCSD's policies and procedures.

### **10. CONTRACT MANAGEMENT**

The Contractor will be assigned a single point of contact on this project. All enquiries shall be addressed to this contact except any meetings or job walks related to this project, which shall be scheduled and approved by the Project Manager.

### **11. 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 Project Manager. In addition, Contractor's staff shall be available to support the OCSD's staff for LOTO and consultation during Contractor working days.

### **12. PAYMENT SCHEDULE FOR LABOR AND PARTS**

In order to reduce the Contractor's parts Carrying cost, OCSD will pay the Contractor for all labor and parts based on deliveries of parts for up to eight (8) clarifiers on the following schedule:

**12.1. Payments for each of the first four (4) clarifiers (Clarifiers# 1, 2, 3, 4, 9, 10, 11, 12)** - Upon the successful installation/rehab of each clarifier OCSD shall pay one (1) unit of Labor as Bid submitted per Bid Price Form (Exhibit B Line 1) and up to two (2) basins worth of parts (if already delivered to OCSD) as Bid submitted per Bid Price Form (Exhibit B Line 2).

**12.2. For each of the second four (4) clarifiers (Clarifiers# 5, 6, 7, 8, 13, 14, 15, 16)** - Upon the successful installation/ rehab of each clarifier OCSD shall only pay one (1) unit of Labor as Bid submitted per Bid Price Form (Exhibit B Line 1).

**Bid Results**

**Bidder Details**

**Vendor Name** J.R. Filanc Construction Co. Inc.  
**Address** 740 N. Andreasen Ave.  
 Escondido, CA 92029  
 United States  
**Respondee** Luis Reyes  
**Respondee Title** General Manager  
**Phone** 626-391-1484 Ext.  
**Email** lreyes@filanc.com  
**Vendor Type** CADIR  
**License #** 134877  
**CADIR** 1000001631

**Bid Detail**

**Bid Format** Electronic  
**Submitted** June 2, 2020 1:28:32 PM (Pacific)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 214273  
**Ranking** 0

**Respondee Comment**

**Buyer Comment**

**Attachments**

File Title	File Name	File Type
Exhibit K: Bidders Bond	Exhibit K Bidders Bond.pdf	Bid Bond
Exhibits C,G,H,I,J	Exhibit C,G,H,I,J.pdf	General Attachment

**Line Items**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
<b>TOTAL Estimated Lump Sum (Cost of Basin Rehabilitation in accordance with the Scope of Work, Exhibit A, including applicable material, sales tax, labor, freight (FOB Destination), equipment, confined space entries, safety provisions, Estimated optional Vector and Jetting Services and miscellaneous costs. BIDDERS MUST BID ON ALL LINE ITEMS. NOT BIDDING ON ALL LINE ITEMS SHALL DEEM THE BID SUBMITTED AS NON-RESPONSIVE.</b>						
1	Labor Cost Per Basin - Rehabilitation of Rectangular Clarifier Basins per Installation of New Parts & Components (Per Scope of Work)	PER BASIN	16	\$33,960.00	\$543,360.00	
2	Parts only Per Basin – including related hardware and applicable Sales tax and Freight (FOB Destination) (Per Appendix A-1)	PER BASIN	16	\$42,625.00	\$682,000.00	
3	Optional – Vector And Jetting Services - Hourly Bill rate for these optional services shall include all vector/jetting equipment necessary to conduct this service, including the operating staff, and other misc. cost associated with this service.	PER HOUR	150	\$626.35	\$93,952.50	
					<b>Subtotal</b>	<b>\$1,319,312.50</b>
					<b>Total</b>	<b>\$1,319,312.50</b>