

SERVICES CONTRACT
Primary Sedimentation Basin G Dome Post Repair at Plant 2
Specification No. S-2023-1385BD

This SERVICES CONTRACT (hereinafter referred to as “Contract”), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as “OC San”) and J.R. Filanc Construction Company, Inc. (hereinafter referred to as “Contractor”), and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, OC San desires to obtain the services of Contractor for Primary Sedimentation Basin G Dome Post Repair at Plant 2 (“Services”) as described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor is qualified to perform the Services by virtue of experience, training, education, and expertise; and

WHEREAS, OC San desires to engage Contractor to provide the Services; and

WHEREAS, OC San selected Contractor to provide the Services in accordance with Ordinance No. OC SAN-56; and

WHEREAS, on April 26, 2023, OC San’s Board of Directors, by minute order, authorized execution of this Contract.

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

1. General.

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

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

Exhibit “A” – Scope of Work
Exhibit “B” – Bid Price Form
Exhibit “C” – Determined Insurance Requirement Form
Exhibit “D” – Contractor Safety Standards
Exhibit “E” – Human Resources Policies
Exhibit “F” – General Conditions
Exhibit “G” – Bonds (Performance and Payment Bonds)

1.3 In the event of any conflict or inconsistency between the provisions of the Contract and any of the provisions of the exhibits hereto, the provisions in the document highest in precedence shall be controlling. The order of precedence of the applicable documents is set forth below:

a. Addenda issued prior to the deadline for submitting the Bid Price Form – the last addendum issued will have the highest precedence

- b. Services Contract
 - c. Exhibit "A" – Scope of Work
 - d. Permits and other regulatory requirements
 - e. Exhibit "C" – Determined Insurance Requirement Form
 - f. Exhibit "F" – General Conditions
 - g. Exhibit "D" – Contractor Safety Standards
 - h. Notice Inviting Bids
 - i. Exhibit "B" – Bid Price Form
- 1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of providing the Services to OC San.
- 1.5 Work Hours: All work shall be scheduled Monday through Friday, between the hours of 7:00 a.m. and 4:00 p.m.
- 1.6 Days: Shall mean calendar days, unless otherwise noted.
- 1.7 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 Work: Shall mean all work, labor, and materials necessary to provide the Services.
- 1.9 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.10 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

2. Scope of Work.

- 2.1 Contractor shall provide the Services identified in Exhibit "A" in accordance with generally accepted industry and professional standards.
- 2.2 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties and consistent with Exhibit "F" - General Conditions (General Conditions), including the sections entitled REQUEST FOR CHANGE (CHANGES AT CONTRACTOR'S REQUEST) and OWNER INITIATED CHANGES.
- 2.3 Familiarity with Work. By executing this Contract, Contractor warrants that: (a) it has investigated the work to be performed; and (b) it understands the facilities, difficulties, and restrictions of the work under this Contract; and (c) it has examined the site of the work and is aware of all conditions at the site. Should Contractor discover any latent or unknown condition materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.

2.4 Performance. Time is of the essence in the performance of the provisions hereof.

3. Contract Term.

3.1 The Services shall be completed within seventy (70) calendar days from the effective date of the Notice to Proceed.

3.2 Extensions. The term of this Contract may be extended only by an amendment signed by both Parties and consistent with the General Conditions, including the section entitled EXTENSION OF TIME FOR DELAY.

4. Compensation.

4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed Two Hundred Forty-eight Thousand, Six Hundred Dollars (\$248,600.00).

4.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

5. Payments and Invoicing.

5.1 OC San shall pay itemized invoices for work completed in accordance with Exhibit "A" thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Services have been satisfactorily completed.

5.2 Contractor shall submit its invoices to OC San Accounts Payable by electronic mail to APStaff@OCSan.gov. In the subject line, include "INVOICE" and the Purchase Order Number.

5.3 The invoices shall be consistent with the General Conditions, including the section entitled PAYMENT FOR WORK.

6. California Department of Industrial Relations Registration and Record of Wages.

6.1 To the extent Contractor's employees and/or its subcontractors perform work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

6.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).

6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.

- 6.4 Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Contractor shall post a copy of the prevailing rate of per diem wages at the job site.
- 6.5 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.
- 6.5.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.
- 6.6 The Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
- 6.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or its subcontractor.
- 6.7 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

- 6.8 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.
- 6.9 Contractor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 6.10 Pursuant to Labor Code sections 1860 and 3700, the Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this contract, certifies that:

“I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor shall ensure that all its contracts with its subcontractors provide the provision above.

- 6.11 Contractor shall comply with the provisions specified in the General Conditions section entitled LAWS TO BE OBSERVED.
7. **Damage to OC San’s Property.** Any of OC San’s property damaged by Contractor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San and consistent with the General Conditions, including the section entitled PRESERVATION OF PROPERTY.
8. **Freight (F.O.B. Destination).** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
9. **Audit Rights.** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
10. **Contractor Safety Standards and Human Resources Policies.** OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as the Contractor Safety Standards while working at OC San locations. If, during the course of the Contract, it is discovered that the Contractor Safety Standards do not comply with Federal, State, or local regulations, the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit “A,” all applicable Contractor Safety Standards in Exhibit “D,” and the Human Resources Policies in Exhibit “E.”
11. **Insurance.** Contractor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit “C” – Determined Insurance

Requirement Form. Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Contract.

12. **Bonds.** Prior to entering into the Contract, Contractor shall furnish bonds (attached hereto in Exhibit "G"), consistent with the requirements specified in the General Conditions, and which shall be approved by OC San's General Counsel. The bonds shall be one in the amount of one hundred percent (100%) of the total Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the total Contract price bid, to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and accepted by OC San. Bonds must be issued by a California admitted surety and must be maintained throughout the life of the Contract and during the warranty period.

13. **Indemnification and Hold Harmless Provision.** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Contractor's equipment and/or Services under this Contract, or by its subcontractor(s), or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Contractor shall indemnify, protect, defend, and hold harmless OC San, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person, or damage to property, or interference with the use of property arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process; or any patented or unpatented invention, article, or appliance furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless; or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent; or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Contract.

14. **Independent Contractor.** The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.

15. **Subcontracting and Assignment.** Any subcontracting or assignment shall be governed by the provisions of the General Conditions including the sections entitled SUBCONTRACTING and ASSIGNMENT.
16. **Disclosure.** Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.
17. **Non-Liability of OC San Officers and Employees.** No officer or employee of OC San shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OC San, or for any amount which may become due to Contractor or to its successor, or for breach of any obligation under the terms of this Contract.
18. **Third-Party Rights.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
19. **Applicable Laws and Regulations.** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically included or referenced.
20. **Licenses, Permits, Ordinances, and Regulations.** Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Contract will be paid by Contractor.
21. **Regulatory Requirements.** Contractor shall perform all work under this Contract consistent with the General Conditions, including the section entitled STORMWATER REQUIREMENTS, and in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.
22. **Environmental Compliance.** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
23. **South Coast Air Quality Management District's Requirements.** It is Contractor's responsibility to ensure that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting, or demolition of asbestos containing components or structures shall comply with the appropriate rules and regulations of SCAQMD.
24. **Warranties.** Contractor shall provide the warranties required in the Scope of Work and in the General Conditions, including the section entitled WARRANTY (CONTRACTOR'S GUARANTEE).

25. **Dispute Resolution.** Any disputes between the Parties shall be resolved as specified in the General Conditions, including the section entitled DISPUTES
26. **Liquidated Damages.** In the event the Contractor fails to achieve completion of the work within the term of this Contract or achievement of any designated Milestones, after due allowance for extensions of time made in accordance with the Contract, if any, OC San will sustain damage which would be extremely difficult and impracticable to ascertain. The Parties therefore agree that in each such event, Contractor will pay to OC San liquidated damages (Liquidated Damages) as specified in the General Conditions, including section entitled TIME OF COMPLETION AND LIQUIDATED DAMAGES, in the sum of two hundred seventy dollars (\$270.00) per day, as Liquidated Damages, and not as a penalty, for each and every calendar day during which completion of the work, as required in Exhibit "A," is so delayed. Contractor agrees to pay such Liquidated Damages and further agrees that OC San may offset the amount of Liquidated Damages from any monies due or that may become due Contractor under this Contract. Contractor also agrees that to the extent the amount of Liquidated Damages exceeds any monies due to the Contractor under this Contract, Contractor shall pay all such amounts to OC San upon demand. If this provision is found for any reason to be void, invalid, or otherwise inoperative so as to disentitle OC San from claiming Liquidated Damages, OC San is entitled to claim against the Contractor damages at law for the Contractor's failure to complete the work during the term of this Contract.
27. **Remedies.** In addition to other remedies available in law or equity, if the Contractor fails to perform the Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) "cover" by purchasing, or contracting to purchase, substitute equipment and services for those due from Contractor. In the event OC San elects to "cover" as described in (c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute equipment and services and the Contract price, together with any incidental or consequential damages.
28. **Force Majeure.** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected party shall use reasonable efforts to minimize the extent of the delay. Work affected by a force majeure condition may be rescheduled by mutual consent of the Parties.
29. **Termination.**
- 29.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) through the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost, or claim hereunder by Contractor other than for work performed through the date of termination.
- 29.2 OC San reserves the right to terminate this Contract immediately upon OC San's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Contract.

29.3 OC San may also immediately terminate this Contract for default, in whole or in part, by written notice to Contractor:

- if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
- if Contractor sells its business; or
- if Contractor breaches any of the terms of this Contract; or
- if the total amount of compensation exceeds the amount authorized under this Contract.

29.4 All OC San's property in the possession or control of Contractor shall be returned by Contractor to OC San on demand or at the expiration or early termination of this Contract, whichever occurs first.

30. **Attorney's Fees.** If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled and as specified in the General Conditions, including in the section entitled CLAIMS.
31. **Waiver.** The waiver by either party of any breach or violation of, or default under, any provision of this Contract shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.
32. **Severability.** If any section, subsection, or provision of this Contract; or any agreement or instrument contemplated hereby; or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
33. **Survival.** The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.
34. **Governing Law.** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange in the event any action is brought in connection with this Contract or the performance thereof.
35. **Notices.**
35.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand, or request sent. All notices shall be effective when first received at the following addresses:

OC San: Darius Ghazi
Senior Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708
DGhazi@OCSan.gov

Contractor: David Kiess
Vice President
J.R. Filanc Construction Company, Inc.
740 North Andreasen Avenue
Escondido, CA 92029
DKiess@filanc.com

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

36. **Read and Understood.** By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.
37. **Authority to Execute.** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
38. **Entire Agreement.** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

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

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

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

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Ruth Zintzun
Purchasing & Contracts Manager

J.R. FILANC CONSTRUCTION COMPANY, INC.

Dated: _____

By: _____

Print Name and Title of Officer

CMM

EXHIBIT A
SCOPE OF WORK

For

Primary Sedimentation Basin G Dome Post Repair at Plant No. 2

EXHIBIT A
SCOPE OF WORK
Primary Sedimentation Basin G Dome Post Repair at Plant 2
SPECIFICATION NO. S-2023-1385BD

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" or the "Sanitation District's"):

- *Plant 2 – 22212 Brookhurst Street, Huntington Beach, CA 92648*

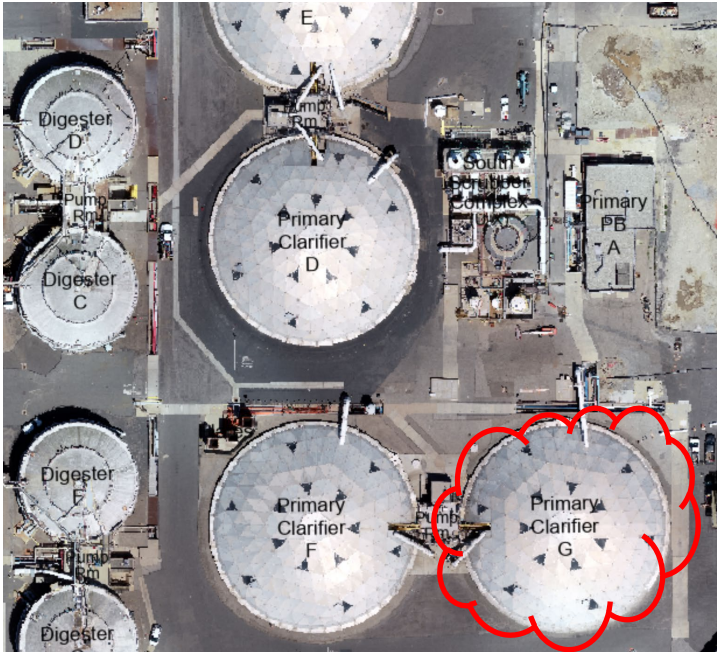


Figure 1: Project key map by the clouded area

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 this Exhibit A and within other portions of the Contract Documents and Drawings and as more specifically described below.

3 Description of the Work

The purpose of this Contract is to specify the project scope to repair dome support columns for Primary Sedimentation Basin (PSB) G. Per National Emission Standards for Hazardous Air Pollutants, OC San is required to have a dome cover for every PSB. The dome and its supports were constructed in 1987 (Figure 2), and the support columns were retrofitted back in 1995 (Figure 3). The original aluminum posts from 1987 for PSB G are badly corroded, to the point of impacting the stability of the dome. Also, a small section of the baffle wall has collapsed due to a corroded aluminum angle (Figure 4). This project shall rehabilitate project elements described in Section 4.

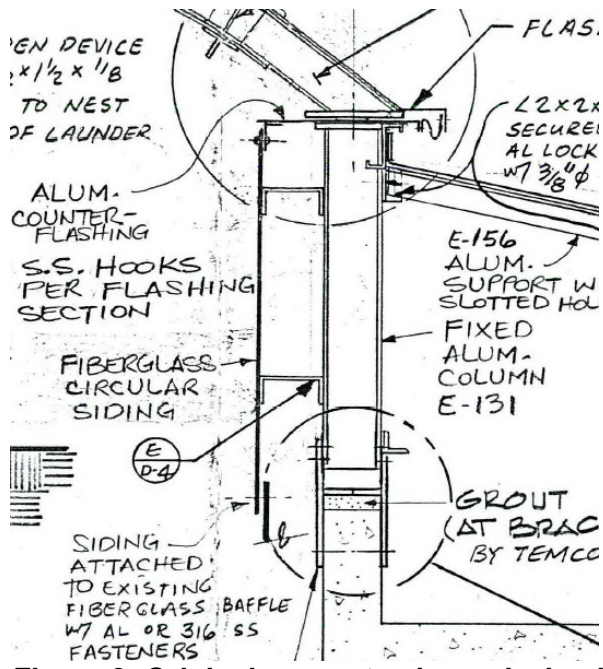


Figure 2: Original support column design in 1987

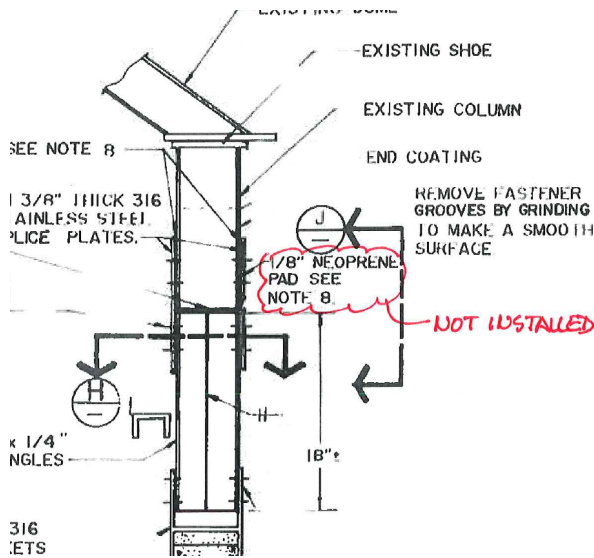


Figure 3: Retrofitted support post with new stainless-steel stub and plates in 1995



Figure 4: Collapsed baffle wall and aluminum angle

4 Project/Work Elements

4.1 General

A. Surface preparation and coating

The Contractor shall remove the existing mortar liner (Figure 5) covering the stainless-steel plate under the dome post. The approximate mortar liner removal area will be 6" X 12" at 43 locations. After removal of the liner and cleaning of existing stainless steel (SS) plates, weld a stainless steel flat bar of ¼" X 1½" X 11" between the gap (Figure 6) to level the surface. The Contractor shall verify the actual length and width of the flat bar required at each post. All the exposed aluminum sections at each post (43 locations) shall be hand or power tool cleaned (as per coating manufacturer recommendation) and coated as detailed in section 4.6.



Figure 5: Partially removed mortar liner above a steel plate (different basin)



Figure 6: Exposed steel plate (different basin)

B. Reinforce the dome posts

There are a total of 43 dome posts in Primary Basin G. The Contractor shall reinforce all the posts as per the design drawings provided in Appendix A. For reference, see Figure 7 where similar repairs have been performed recently on another Basin. The configuration and access near dome support posts could vary depending on the location. Figures 8 and 9 show typical configurations and access near dome posts in Clarifier G. The materials required for this task have been detailed in Section 4.5.

Each post shall be reinforced with SS channels fastened to each side of the web of existing aluminum posts. The Contractor may want to secure an area near the post before working on any post. The bottom end of the new channels shall be welded to the existing steel plate. Isolation sleeves shall be provided as detailed in the Appendix A drawings at each post to protect against any galvanic corrosion between the dissimilar metal surfaces.



Figure 7: Reinforced dome post (different basin) (typical)



Figure 8: Dome post typical configuration in Clarifier G



Figure 9: Dome post typical configuration in Clarifier G

C. Reinforce baffle wall support

The baffle wall is supported by two aluminum "Z" clips attached to the aluminum dome posts (Figure 10) and by a horizontal aluminum angle attached to the aluminum counter flashing above. The Contractor shall install a new "C" clip underneath the existing top Z clip for each post and remove the existing failed or severely corroded "Z" clips. For reference, see Figure 10, where similar C- clips have been recently installed in another Basin.



Figure 10: Aluminum angle and "Z" clip providing support to the baffle wall (Typical)

D. Restore collapsed aluminum angle and resecure baffle wall

This work element includes four (4) major tasks as listed below:

1. An approximately 60-foot-long baffle wall section has collapsed (Figures 11 & 12) and must be restored back in place. The Contractor shall reinstall the failed aluminum angle and fasten the collapsed baffle wall to reinstall the aluminum angle. To restore the baffle wall, the Contractor may need to access the baffle wall from inside the basin floor (Confined Space Entry).

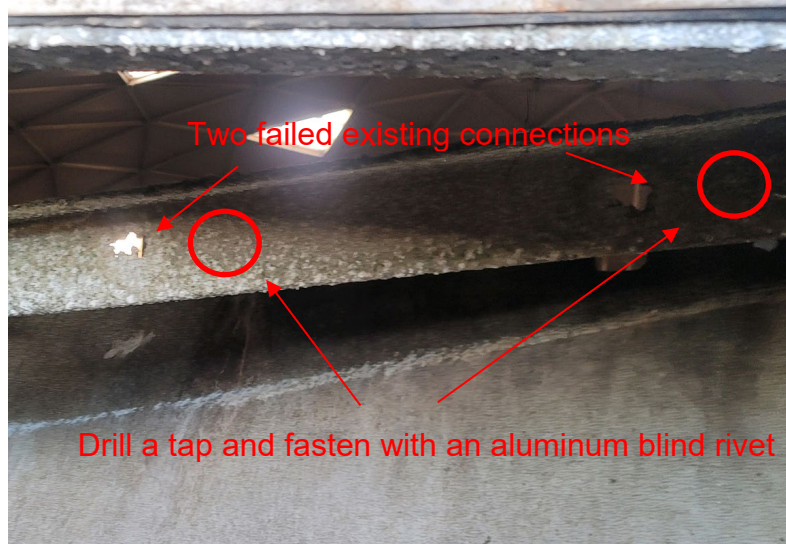


Figure 11: Aluminum angle and connections to the baffle wall (Typical)



Figure 12: Collapsed baffle wall in basin G

2. The Contractor shall install the aluminum rivets at 100 locations around the perimeter of the basin to reinforce the baffle wall. The new rivets can be installed 4" - 6" from existing severely corroded/failed sites. See figure 11 for reference. The Contractor may need access from basin floor (Confined Space Entry) to resecure the baffle wall and to install new aluminum rivets.
3. The Contractor must replace or tighten the bolts connecting different pieces of baffle wall together, all around the perimeter of the basin to secure the baffle wall and prevent future collapses. Figure 13 shows a typical location in Basin G where a gap is formed between the baffle wall connections, due to loosed or missing bolts. The Contractor shall assume maximum of 20 locations where bolts must be added or tightened.



Figure 13: Baffle Wall connection and missing bolts

4. The Contractor shall replace failed aluminum angle 1.5" x 5" connectors and their hardware all around the perimeter of the basin (Figure 14). The Contractor shall assume 30 locations for this task.



Figure 14: Connector between two aluminum angles

E. Secure the dome hatch aluminum stiffeners

The Contractor shall secure three aluminum stiffeners underneath a removable access hatch (Figure 15), which is located at the center of the dome cover (Figure 16). The connections where two stiffeners join are in bad condition and could potentially break loose. The Contractor shall secure three mounting plates by installing a hard SS wire around each mounting plate to prevent it from falling. See figure 22 for reference, where similar repairs have been completed recently on another basin.

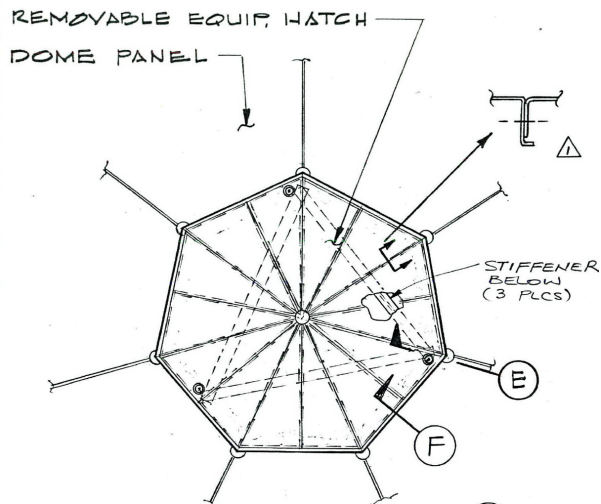


Figure 15: Aluminum stiffeners below the removable dome hatch

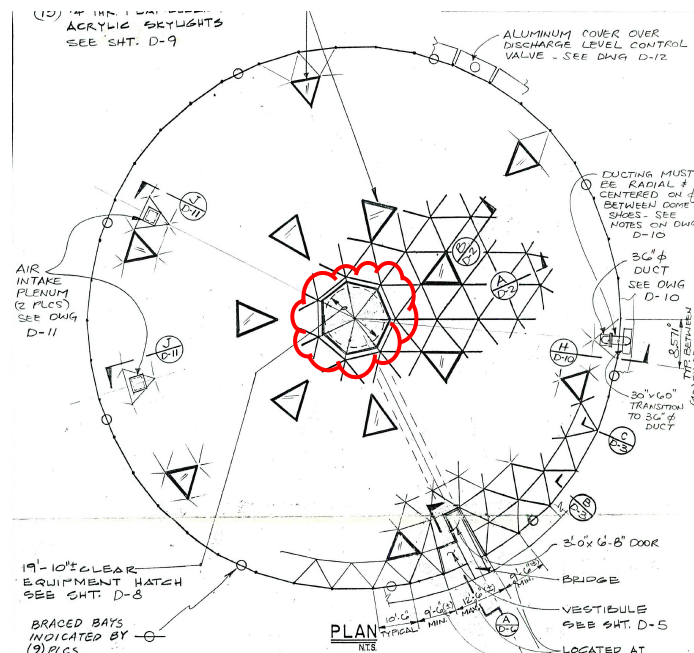


Figure 16: Location of the removable dome hatch

F. Provide confined space entry and fall protection systems

The Contractor shall provide confined space entry and rescue support, a fall protection system, and associated equipment to perform all tasks safely and as per OC San Safety Standards. The dome posts can be accessed from outside the basin by lifting launder covers (Figure 17). The launder channel is about 5.5 ft deep and 2.5 ft wide. The launder channel and inside basin is considered permit-required confined space. The aluminum angle supporting the baffle wall can also be accessed from the launder but may need to access the main basin floor through the main entry walkway into the basin to fasten the baffle wall. The dome hatch access procedure shall be approved by OC San Safety Division prior to the commencement of any dome hatch work. Due to safety, any entry inside the basin and dome hatch work shall be performed only after all dome posts are fully reinforced. (Avoid stepping on removable access hatch in the dome itself, see Figure 16).

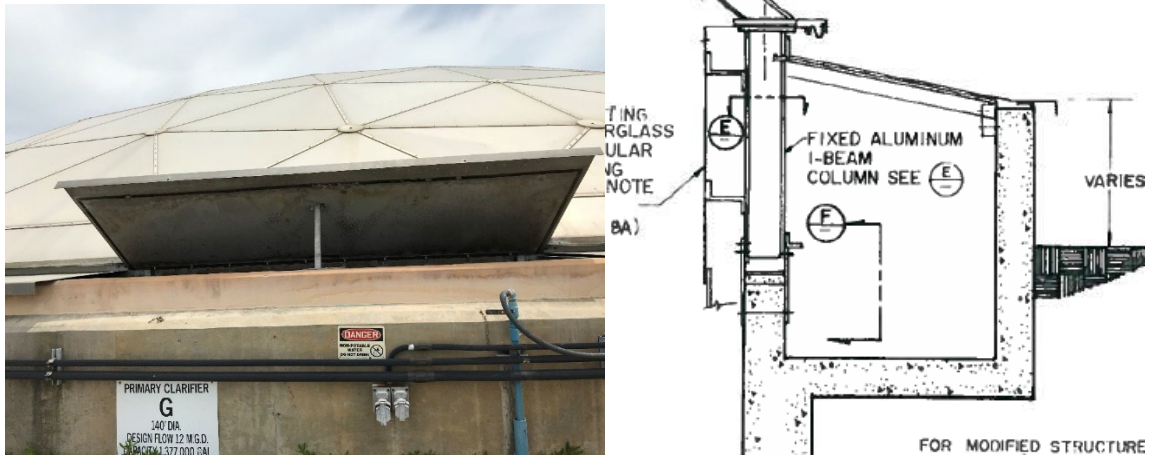


Figure 17: Primary basin launder channel to access support posts and baffle wall

4.2 Warranties

- A.** The Contractor shall warrant that the work performed will be free of defects in materials and workmanship for a period of one year from the date of acceptance by OC San. All warranty periods shall begin after satisfactory installation, accepted by the OC San Project Manager (PM) or designee.
- B.** The Contractor shall provide four (4) original copies of the warranties in writing to OC San after completion of installation and testing.
- C.** 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 Submittals

- A.** OC San Contractor safety documents
- B.** Work plan including repair procedures, and construction schedule.
- C.** Shop fabrication drawings of all supplied materials and hardware

4.4 Equipment Removal

Dome post reinforcement

- 43 x mortar liner covering steel plate under each post

Baffle wall reinforcement

- Remove existing failed “Z” clips (Figure 10), assume up to 10 locations.
Remove aluminum angle connector and its hardware (Figure 14), assume up to 30 locations.

4.5 Material Installation

Dome post reinforcement for each post (a total of 43 posts)

- Exposed surfaces of the aluminum posts shall be completely coated
 - Coating requirement is specified in Section 4.6
- Insert $\frac{1}{4}$ " x $1\frac{1}{2}$ " x 11" long 316 SS flat bar fill the gap between brackets
 - $\frac{1}{4}$ " weld
- 2 x 316L SS 4 "x $1\frac{3}{4}$ " x $\frac{1}{4}$ " channel with $\frac{1}{8}$ " thick neoprene membrane per post (Refer to Appendix A for detail drawing)
 - Length of each channel is $24\frac{3}{4}$ "
 - One channel shall be taper cut to allow the channel to be inserted for proper installation (Refer to Appendix A for detail drawing)

- 1/4" weld to the existing plate below
- 4 x 5/8" SS bolts, nuts, washers, and isolation sleeves
 - Drill 4 x 3/4" holes

Baffle wall reinforcement

- 1 x aluminum "C" clip and its hardware (2 aluminum lockbolts or rivets on each end) for each post (a total of 43 clips and 172 hardware)
 - Use the dimension of "Z" clip provided in Figure 10. Contractor shall field verify the actual dimension prior to the fabrication
 - Connect one end of the clip to the reinforced post and other end to the baffle wall
- Fasten the baffle wall with aluminum rivets adjacent to failed connections around the perimeter of the basin (Figure 11).
 - The Contractor shall assume a quantity of 100 of 1/4" aluminum rivets to be installed. Contractor shall field verify the actual number prior to the fabrication
 - May need to access inside the basin to fasten the baffle wall. This work shall be done after the post reinforcement (Figure 12).
- Replace failed aluminum angle connectors and its hardware all around the perimeter of the basin (Figure 14).
 - The Contractor shall assume a quantity of 30 locations. Contractor shall field verify the actual dimension prior to the fabrication.

Safety wire installation for each stiffener mounting plate (a total of 3 plates)

- 1/4" 316 stainless steel wire
 - Dimension of existing mounting plate is 6" x 12" with 1/2" thickness
 - Wrap around the mounting plate and secure it (Figure 18 & 19)
- 3" x 12" aluminum plate with 1/8" thickness to reinforce the wire
- Any holes created during the work shall be either sealed with silicone sealant (small holes or gaps), or patched with 1/8" aluminum plate (Figure 20)

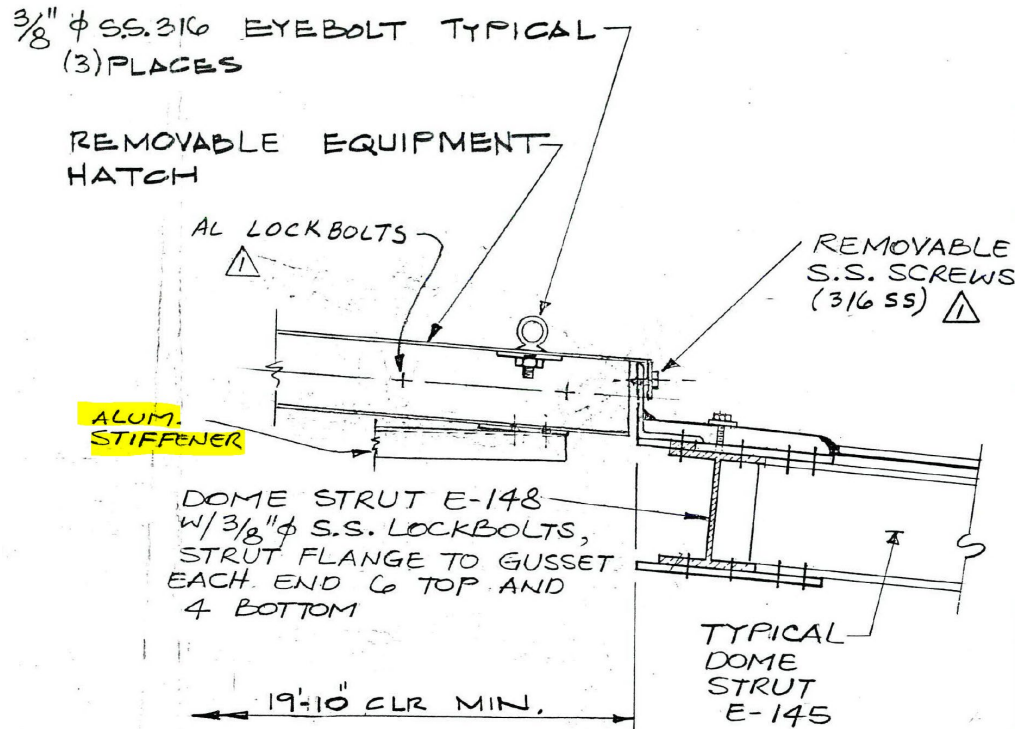


Figure 18: Detail view of the removable hatch



Figure 19: Top and bottom view of installed safety wire (different basin)



Figure 20: Aluminum patch installed on top of a hole (different basin)

4.6 Material Requirements

- Aluminum coating specification:
 - Surface preparation: Hand tool cleaning (SSPC-SP-2)
 - Primer: Amerlock 2 VOC, or approved equal; dry film thickness of 4 mils minimum
 - Finish coat: Imron Industrial Strength High Gloss Topcoat, or approved equal; dry film thickness of 2 mils minimum
- Aluminum lockbolts and rivets shall be 7075-T73
- Stainless steel bolts shall be ASTM A193/A193M-20
- Stainless steel nuts shall be ASTM A194/A194M-20a
- Stainless steel bent plate channels and washers shall be ASTM A484

4.7 Permits/Safety/Licenses

The Contractor shall coordinate with the Risk Management Division (safety and health) to identify any safety requirements for confined space entry and welding prior to the start of work.

4.8 Commissioning

Final completion walk with OC San's Inspector and/or PM

4.9 Deliverables/As Built Drawings/Manufacturer's Documentation

Refer to Submittals in Section 4.3

4.10 Training

Not used

5 Resources Available

- Arcon Structural Engineers' structural assessment report and its repair plan, and associated project drawings (Appendix A)
- Laydown and Staging Area (Figure 21) below
- OC San will implement LOTO after the Contractor acquires OC San's approval

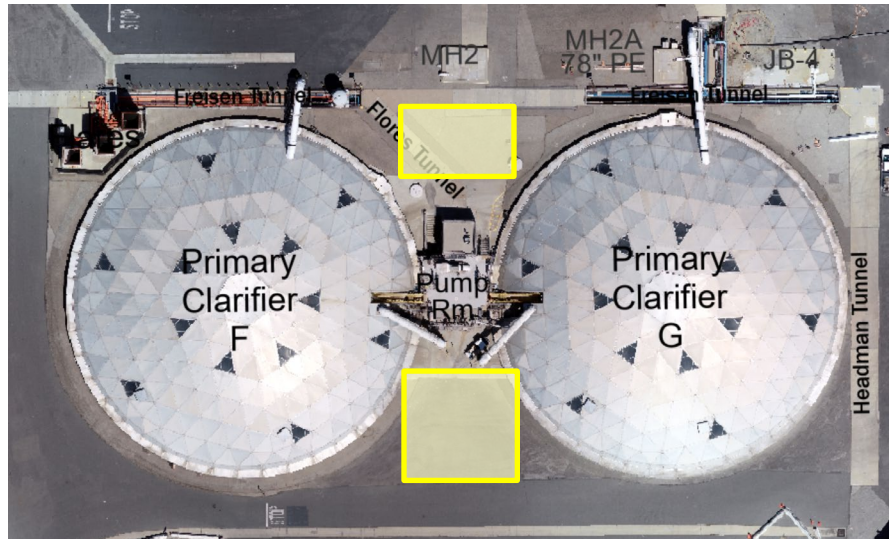


Figure 21: Laydown and Staging Area by the highlighted area

6 Work Restrictions

The Contractor shall evacuate the Primary Clarifier when directed by OC San Project Manager for times that facility is needed for operations due to wet weather or other capacity needs.

The OC San Project Manager will issue a notification to the Contractor when OC San has determined that the Facility Out of Service is needed for impending operations due to wet weather or emergency. This notification will be considered a direction to the Contractor that the Facility Out of Service shall be evacuated within the next 24 hours, starting from receipt of the notification. Upon receiving this Evacuation of Facility notification, the Contractor shall bring to bear enough resources to remove all personnel, equipment, and materials from the Facility Out of Service so that OC San can return it to service for operations.

7 Project Schedule

The Contractor shall submit a project schedule to the OC San Project Manager for approval. A suggested schedule is provided below but may be updated with the approval of the OC SAN Project Manager.

Milestones/Timeline	Deadline (Weeks from Kick-Off/NTP)	Review Period (Weeks)	Cumulative Weeks
Kick-Off Meeting/Notice to Proceed (NTP)	Day of NTP	N/A	1 business day
Submittals	Within 2 weeks of NTP	1 week	2 weeks
Mobilization	Within 4 weeks of NTP	N/A	4 weeks
Final Completion of Work	Within 10 weeks of NTP	N/A	10 weeks

8 Project Management

All communication shall go through the OC San Project Manager. All workdays must be approved by the OC San Project Manager prior to construction.

8.1 Project Kick-Off Meeting

- a. At NTP, a meeting with OC San staff shall be held to establish appropriate contacts and review the Contractor's plan to implement this work.
- b. Contract conferences shall be held on an on-call basis with OC San staff to keep OC San apprised of the job, review work in progress, and receive comments. Conferences shall be held at the OC San's offices or virtual Microsoft Teams.

9 Change Management

See Attachment F – General Conditions – Section **GC-22**.

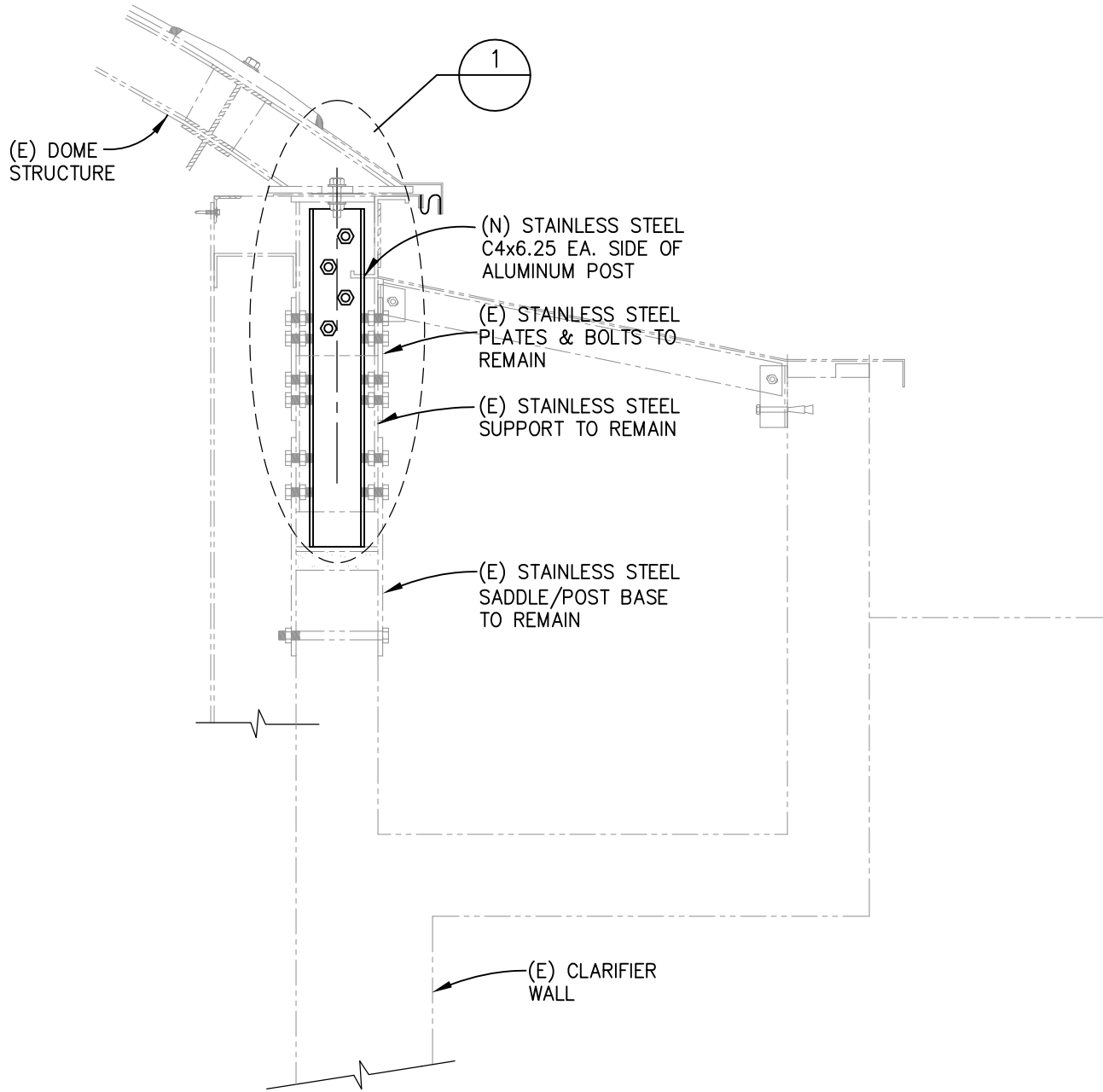
10 Staff Assistance

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.

**APPENDIX A
TO THE
SCOPE OF WORK**

For

Primary Sedimentation Basin G Dome Post Repair at Plant No. 2

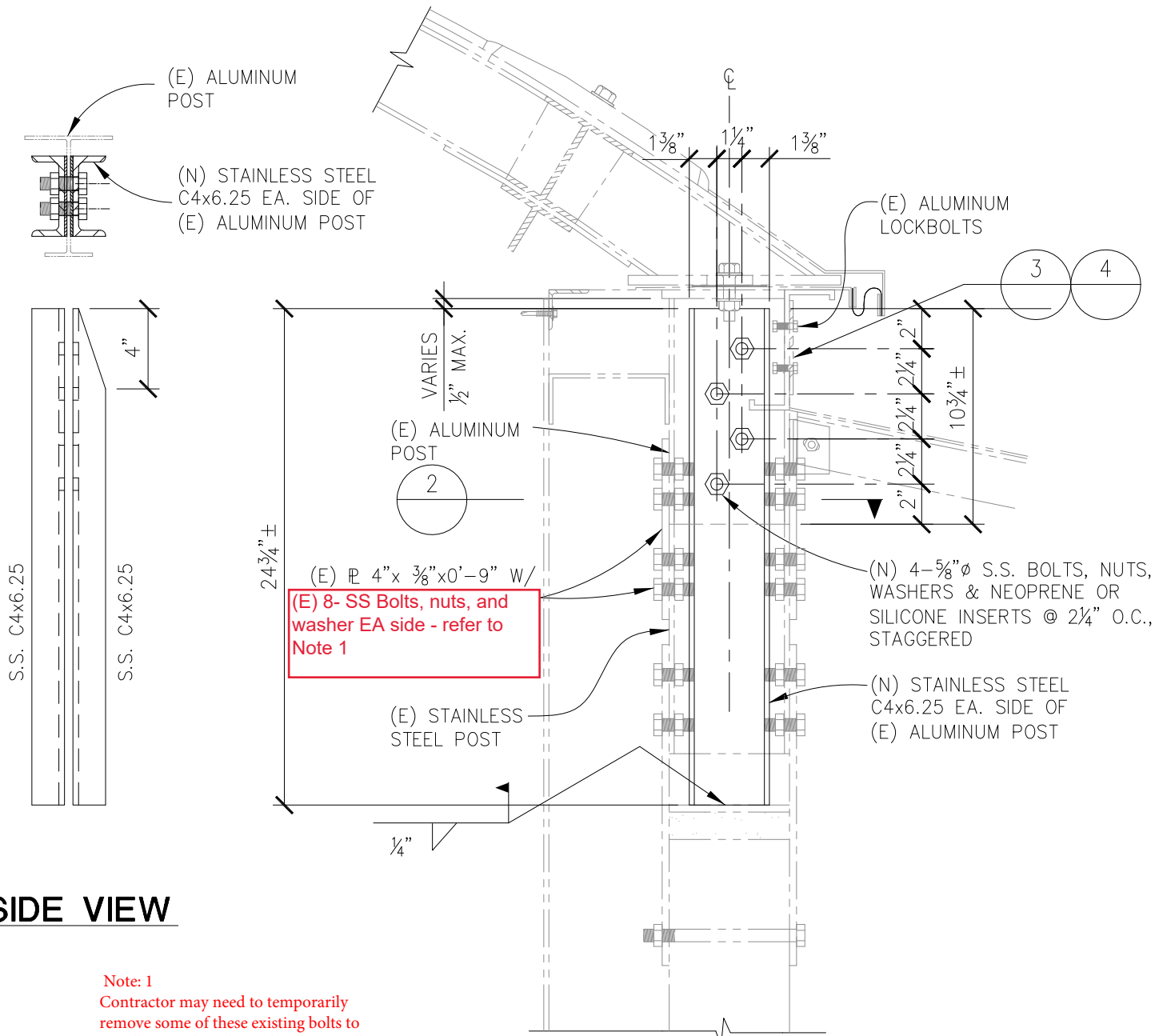


DOMES SUPPORT SECTION
 SCALE: 1"=1'-0"

LEGEND:

- (E) INDICATES EXISTING CONSTRUCTION
- (N) INDICATES NEW CONSTRUCTION
- S.S. INDICATES STAINLESS STEEL





SIDE VIEW

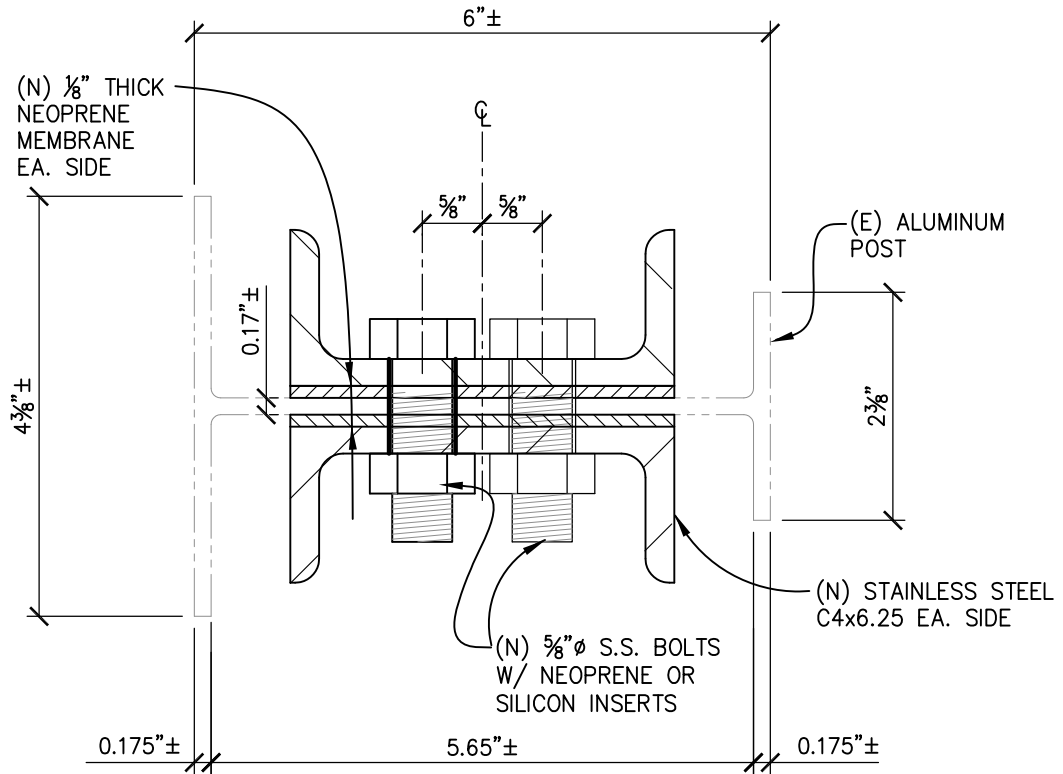
Note: 1
 Contractor may need to temporarily remove some of these existing bolts to install a 4-inch C channel and reinstall existing bolts after complete C-channel installation.

POST REINFORCEMENT 1
 SCALE: 1-1/2"=1'-0"

LEGEND:

- (E) INDICATES EXISTING CONSTRUCTION
- (N) INDICATES NEW CONSTRUCTION
- S.S. INDICATES STAINLESS STEEL



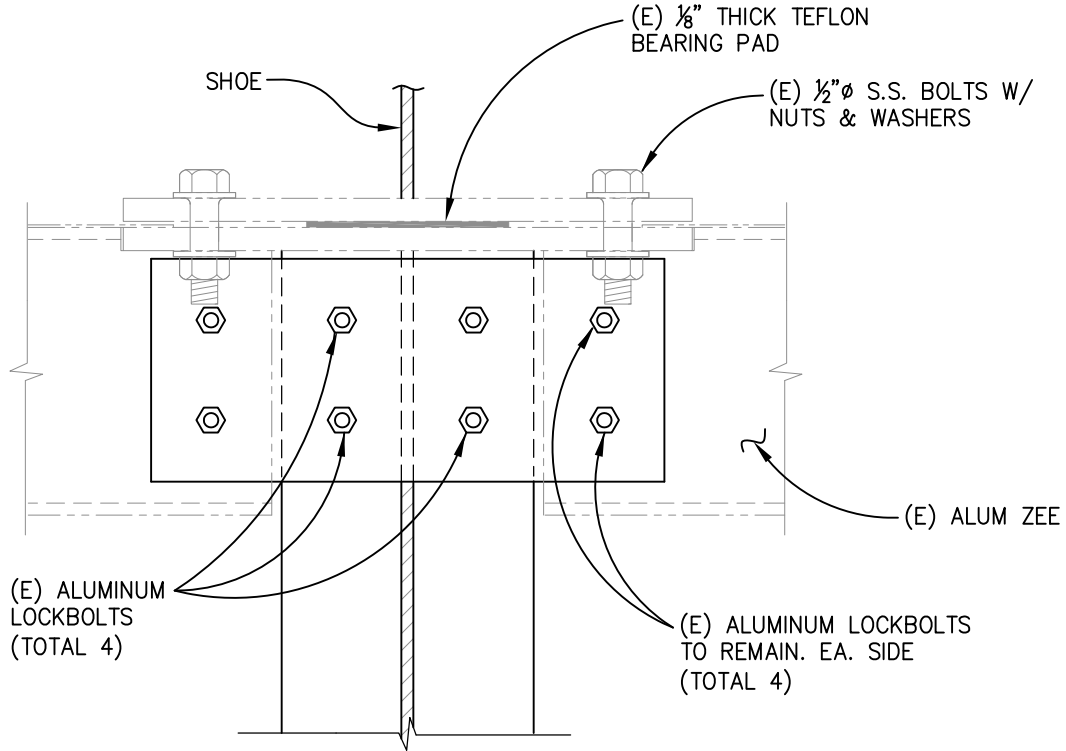


POST REINFORCEMENT 2
 SCALE: 6"=1'-0"

LEGEND:

- (E) INDICATES EXISTING CONSTRUCTION
- (N) INDICATES NEW CONSTRUCTION
- S.S. INDICATES STAINLESS STEEL



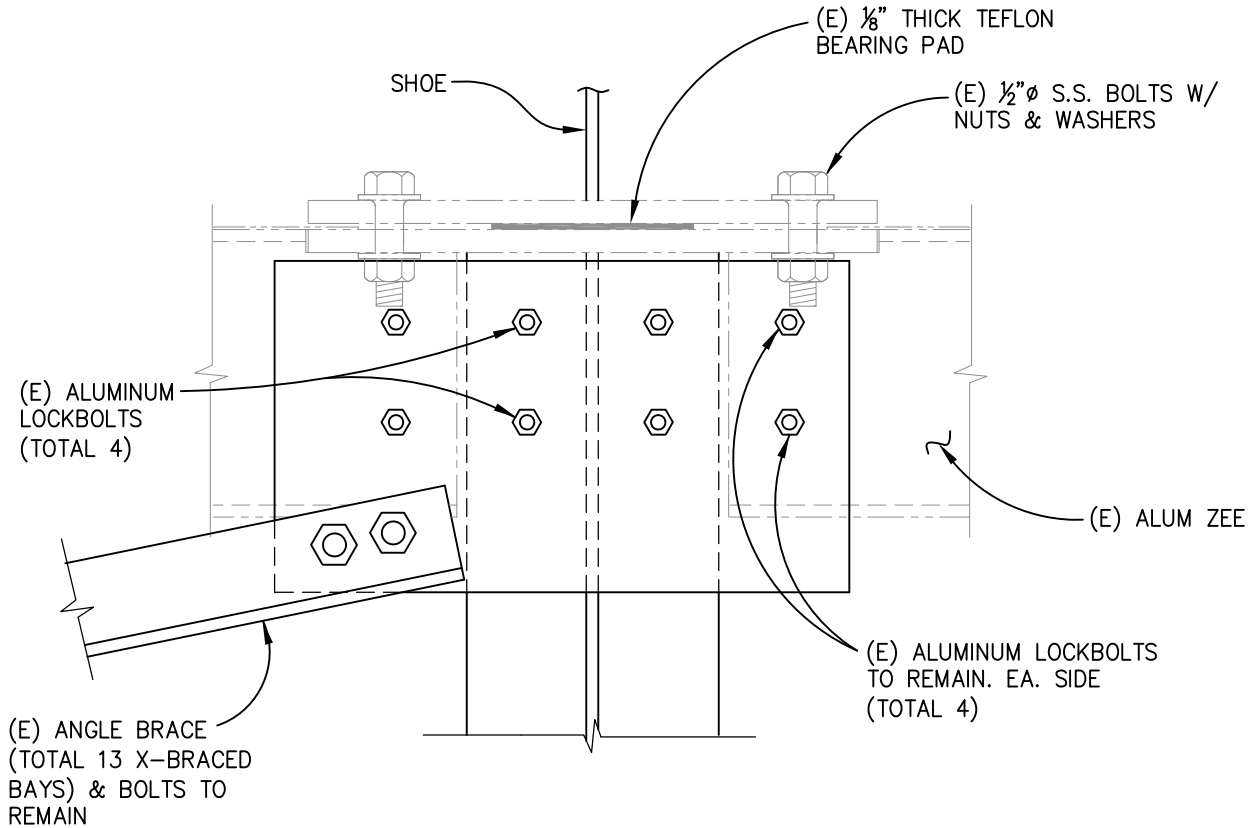


SECTION 3
 SCALE: 3"=1'-0"

LEGEND:

- (E) INDICATES EXISTING CONSTRUCTION
- (N) INDICATES NEW CONSTRUCTION
- S.S. INDICATES STAINLESS STEEL





SECTION

4

SCALE: 3"=1'-0"

LEGEND:

- (E) INDICATES EXISTING CONSTRUCTION
- (N) INDICATES NEW CONSTRUCTION
- S.S. INDICATES STAINLESS STEEL



NOTES:

1. WHERE CONDITIONS OF CORROSION OF THE EXISTING ALUMINUM POST ARE SUCH THAT THE BELOW CONSTRUCTION SEQUENCE CAN NOT BE SAFELY IMPLEMENTED, SAFE SHORING MUST BE PROVIDED DURING THE INSTALLATION AND FASTENING OF THE STAINLESS STEEL BENT PLATE CHANNELS.
2. THE BOLT AND LOCKBOLT CONTACT SURFACES BETWEEN STAINLESS STEEL AND ALUMINUM MUST BE COVERED WITH NEOPRENE WASHERS, PRIMER COATING, TAPE, NEOPRENE OR SILICONE INSERTS, AS APPROPRIATE.
3. NEW BOLT HOLES IN ALUMINUM AND STAINLESS STEEL MUST BE DRILLED. LOCATION OF BOLT HOLES AND LENGTH OF STAINLESS STEEL C4x6.25 CHANNELS MUST BE VERIFIED BY FIELD MEASUREMENTS FOR EACH COLUMN SUPPORT.

CONSTRUCTION SEQUENCE:

1. ANY EXISTING ALUMINUM OR STAINLESS STEEL BOLTS DAMAGED DURING THE CLEANING OF THE ALUMINUM SURFACE OR THE INSTALLATION MUST BE REPLACED IN KIND, LIKE FOR LIKE.
2. EXPOSED SURFACES OF THE ALUMINUM POSTS MUST BE PREPARED AS FOLLOWS BEFORE REPAIRS:
 - A. PREPARE EXPOSED ALUMINUM SURFACE WITH LIGHT ABRASIVE BLAST.
 - B. PRIME ALUMINUM SURFACES WITH DUPONT 25P DRY FILM (4 MILLS MINIMUM THICKNESS).
 - C. FINISH ALUMINUM SURFACES WITH DUPONT 50P DRY FILM (2 MILLS DRY, 4 MILLS WET).
3. INSTALL NEOPRENE MEMBRANE AND STAINLESS STEEL C4x6.25 CHANNELS, AND FASTEN WITH NEW STAINLESS STEEL BOLTS AND LOCKBOLTS.
4. FIELD WELD NEW STAINLESS STEEL C4x6.25 TO EXISTING STAINLESS STEEL SADDLE.

MATERIALS:

1. REPLACEMENT ALUMINUM LOCKBOLTS MUST BE 7075-T73
2. REPLACEMENT STAINLESS STEEL BOLTS MUST BE ASTM A193/A193M-20.
3. REPLACEMENT NUTS MUST BE ASTM A194/A194M-20a.
4. STAINLESS STEEL BENT PLATE CHANNELS AND WASHERS MUST BE ASTM A666-15.



EXHIBIT B
BID PRICE FORM

For

Primary Sedimentation Basin G Dome Post Repair at Plant No. 2

Bid Results

Bidder Details

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

Bid Detail

Bid Format Electronic
Submitted 02/07/2023 1:46 PM (PST)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 318289

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
filanc n.pdf	filanc n.pdf	Exhibit N - Copy of Executed Bid Bond
filanc j k.pdf	filanc j k.pdf	Exhibits J & K - Safety Submittals
filanc cghi.pdf	filanc cghi.pdf	Exhibits C, G, H & I
filanc n.pdf	filanc n.pdf	Bid Bond

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
TOTAL Lump Sum Cost of Primary Sedimentation Basin G Dome Post Repair at Plant No. 2 in accordance with the Scope of Work, Exhibit A, including applicable sales tax, labor, freight, equipment, confined space entries, safety provisions and miscellaneous costs.							\$248,600.00		
1			TOTAL Lump Sum Cost of Primary Sedimentation Basin G Dome Post Repair at Plant No. 2 in accordance with the Scope of Work, Exhibit A, including applicable sales tax, labor, freight, equipment, confined space entries, safety provisions and miscellaneous costs.	Lump Sum	1	\$248,600.00	\$248,600.00	Yes	

Line Item Subtotals

Section Title	Line Total
TOTAL Lump Sum Cost of Primary Sedimentation Basin G Dome Post Repair at Plant No. 2 in accordance with the Scope of Work, Exhibit A, including applicable sales tax, labor, freight, equipment, confined space entries, safety provisions and miscellaneous costs.	\$248,600.00
<p style="text-align: right;">Grand Total</p>	\$248,600.00