

SERVICE CONTRACT
Primary Distribution Structure B Gates Repair at Plant 2
Specification No. S-2021-1249BD

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 "OC San") and J.R. Filanc Construction Company, Inc. with a principal place of business at 740 N. Andreasen Drive, Escondido, CA 92029 (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OC San desires to temporarily retain the services of Contractor for Primary Distribution Structure B gates repair at Plant 2 "Services" as described in Exhibit "A"; and

WHEREAS, OC San has chosen Contractor to conduct Services in accordance with Ordinance No. OC SAN-56; and

WHEREAS, on September 29, 2021, the Board of Directors of OC San, by minute order, authorized execution of this Contract between OC San 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 OC San 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
Exhibit "B" Bid
Exhibit "C" Determined Insurance Requirement Form
Exhibit "D" Contractor Safety Standards
Exhibit "E" Human Resources Policies
Exhibit "F" General Conditions
Exhibit "G" Performance and Payment Bonds

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

- a. Addenda issued prior to opening of Bids – the last in time being the first in precedence
- b. Service Contract
- c. Exhibit "F" General Conditions
- d. Exhibit "C" Determined Insurance Requirement Form
- e. Exhibit "D" Contractor Safety Standards

- f. Permits and other regulatory requirements
 - g. Exhibit "E" Human Resources Policies
 - h. Exhibit "A" Scope of Work
 - i. Exhibit "B" Bid Price Form
 - j. Exhibit "G" Performance and Payment Bonds
- 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 OC San 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" shall mean 7:00 A.M. to 4:00 P.M., Monday through Friday when used in this Contract.
- 1.9 Contractor shall provide OC San 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, OC San 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 OC San.
- 2. Compensation** Compensation to be paid by OC San to Contractor for the Services provided under this Contract shall be a total amount not to exceed Three Hundred Nine Thousand, Five Hundred Dollars (\$309,500.00).
- 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 OC San and/or 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.

- 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 OC San shall pay, net thirty (30) days, upon receipt and approval, by OC San's Project Manager or designee, of an itemized invoice submitted for Services completed in accordance with Exhibit "A". OC San, at its sole discretion, shall be the determining party as to whether the Services have been satisfactorily completed.
- 4.2 Invoice shall be emailed by Contractor to OC San Accounts Payable at APStaff@OCSan.gov and "INVOICE" with the Purchase Order Number and S-2021-1249BD 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, 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.
- 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 OC San 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 Sixty-three (63) 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. Also, refer to Exhibit F – General Conditions, Section entitled Extension Of Time For Delay.
- 10. Performance** Time is of the essence in the performance of the provisions hereof.
- 11. Termination**
- 11.1 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 of intent to terminate. 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) 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 OC San from any further fee, cost or claim hereunder by Contractor other than for work performed to the date of termination.
- 11.2 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 any other default of this Contract.

11.3 OC San 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 OC San property in the possession or control of Contractor shall be returned by Contractor to OC San 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 Determined Insurance Requirement Form (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 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 maintain required insurance coverage shall result in termination of this Contract.

13. **Bonds** Contractor shall, before entering upon the performance of this Contract, furnish bonds (attached hereto in Exhibit "G") approved by OC San's General Counsel - 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.

14. **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 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.

15. **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 Contractor Safety Standards while working at OC San locations. If during the course of the Contract it is discovered that Contractor 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 OC San. Contractor and all of its employees and subcontractors, shall adhere to all applicable Contractor Safety Standards attached hereto in Exhibit "D" and the Human Resources Policies in Exhibit "E".
16. **Warranties** (Refer to Exhibit F – General Conditions, Section entitled Warranty (Contractor's Guarantee).
17. **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.
18. **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.
19. **Familiarity with Work** By executing this Contract, Contractor warrants that: 1) it has investigated the work to be performed and 2) 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 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.
20. **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.
21. **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.
22. **Contractor's License Requirements** In accordance with California Business and Professions Code Section 7028.15 and pursuant to Public Contract Code Section 3300, the Contractor must possess the following classification of Contractor's License: "A".
 - 22.1 The Contractor must possess a valid license prior to starting any work and shall maintain the license throughout the duration of the Contract. All Subcontractors must possess and maintain the appropriate and valid licenses throughout the duration of the Contract.

- 22.2 If Contractor is required to handle hazardous materials as part of the Work under the Contract Documents, the Contractor and/or Subcontractor must possess and maintain throughout the duration of the Work any and all licenses, registrations and certifications required by existing law to perform the Work within the scope of the Contract, including, without limitation, a Class A license in accordance with §7028.15 A-E of the California Business and Professions Code, and certification for performance of Hazardous Substance Removal with the exception of “Asbestos-Related Work” in accordance with §7058.7 of the California Business and Professions Code. The term “Asbestos-Related Work”, is defined in Labor Code Section 6501.8.
23. **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 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.
24. **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 OC San 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.
25. **Contractor's Employees Compensation**
- 25.1 **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.
- 25.2 **General Prevailing Rate** – OC San 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, OC San 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.
- 25.3 **Forfeiture For Violation** – Contractor shall, as a penalty to OC San, 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.

- 25.4 **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.
- 25.5 **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 OC San 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.
- 25.6 **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.
26. **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.
27. **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.
28. **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 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.
29. **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 OC San rejects the goods or Services or revokes acceptance of the goods or Services, OC San may (1) cancel the Contract; (2) recover whatever amount of the purchase price

OC San has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Contractor. In the event OC San elects to "cover" as described in (3), OC San 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.

30. Dispute Resolution

30.1 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.

30.2 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.

31. 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.

32. Survival The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.

33. 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.

34. Damage to OC San's Property Any of OC San'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 OC San.

35. Disclosure Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OC San.

36. **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 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.
37. **Limitations upon Subcontracting and Assignment** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
38. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
39. **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 for the terms of this Contract.
40. **Read and Understood** By signing this Contract, Contractor represents that he has read and understood the terms and conditions of the Contract.
41. **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.
42. **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.

43. 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:

OC San: Jackie Lagade, Principal Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708

Contractor: David J. Kiess, President
J.R. Filanc Construction Company, Inc.
704 N. Andreasen Drive
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: _____
John B. Withers
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

EXHIBIT A
SCOPE OF WORK (ADDENDUM 3)
Primary Distribution Structure B Gates Repair at Plant 2
SPECIFICATION NO. S-2021-1249BD

EXECUTIVE SUMMARY/OVERVIEW

The Orange County Sanitation District (OC San) operates the third largest wastewater agency west of the Mississippi River. Since 1954, we have safely collected, treated, and disposed of and/or reclaimed the wastewater generated by 2.6 million people living and working in central and northwestern Orange County, California.

Each day we treat approximately 185 million gallons of wastewater, enough water to fill Anaheim stadium over two and a quarter times. About 80 percent of the wastewater comes from homes – sinks, toilets, showers, laundry, and dishwashers. The remaining comes from businesses – retail stores, restaurants, manufacturers, hotels, offices, and other industries.

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"):

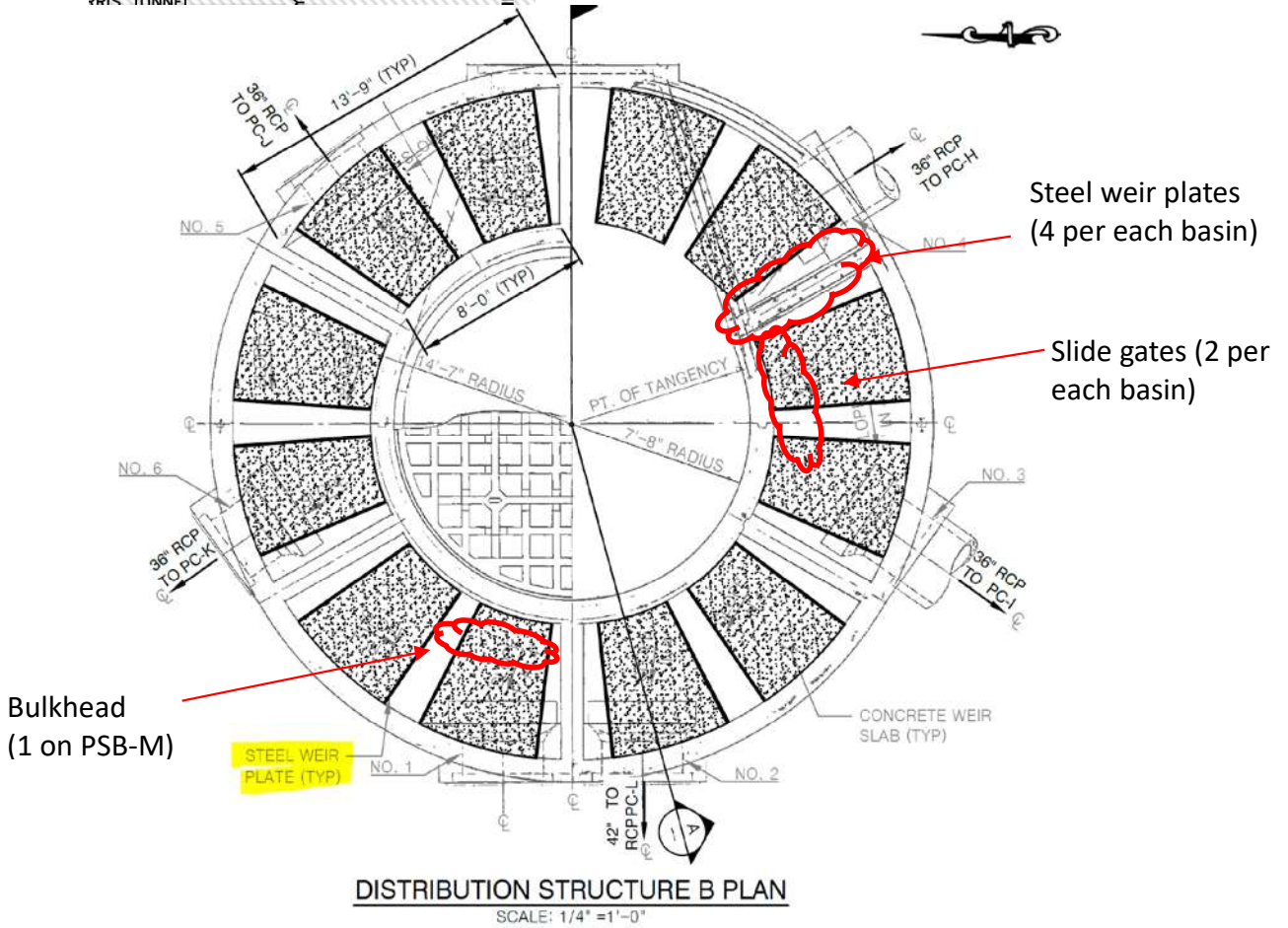
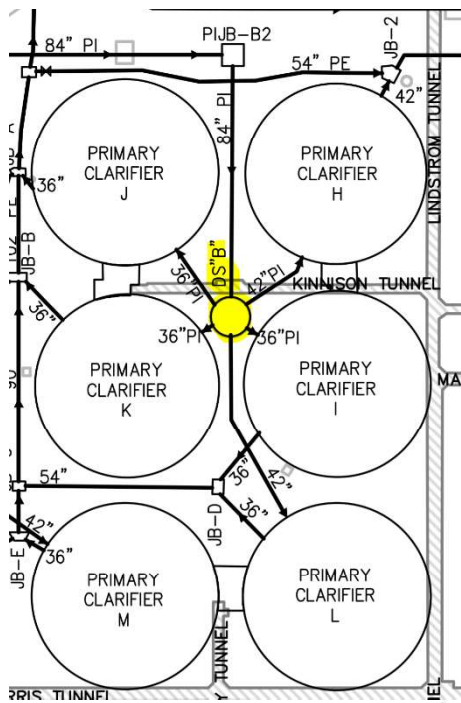
- *Plant 2 – 22212 Brookhurst Street, Huntington Beach, CA 92648*

2 General

OC San has a distribution structure (DS) that sends primary influent from Headworks to 6 Primary Sedimentation Basins (PSB) H, I, J, K, L, and M (normally closed). On February 2021, OC San conducted a condition assessment (Report found in Appendix A-1) around the DS-B (Picture 1). This project shall repair and replace 10 slide gates (2 gates per basin, except PSB-M), 1 carbon steel (CS) bulkhead for PSB-M, and 20 CS weir plates (4 weir plates per basin, except PSB-M) as described below.

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

Picture 1: Drawing



Picture 2: DS-B Plan Drawing

3 Description of the Work

A. Slide Gates Repair

There are 10 slide gates (2 gates per basin, except one from PSB-M) that are not operable due to bent stems and bad bevel gear operators (Picture 3). Also, there is coating failure and corrosion on the gate handles (Picture 4) and bent top frames (Picture 5). The Contractor shall replace stems, including new hardware and lubrication, replace bottom rubber gasket, bevel gear operators, and handwheels, and straighten top frames (“C” channel). Each gate shall be tested after the installation. Operations shall fully open and close each gate at a minimum of 3 times. Either contractor or OC San inspector shall be inside the center structure to visually confirm gates. A leak test may be required if operations allow the system to go online.



Picture 3: Bent stems and bevel gear operators



Picture 4: Corroded handwheel and bevel gear operator

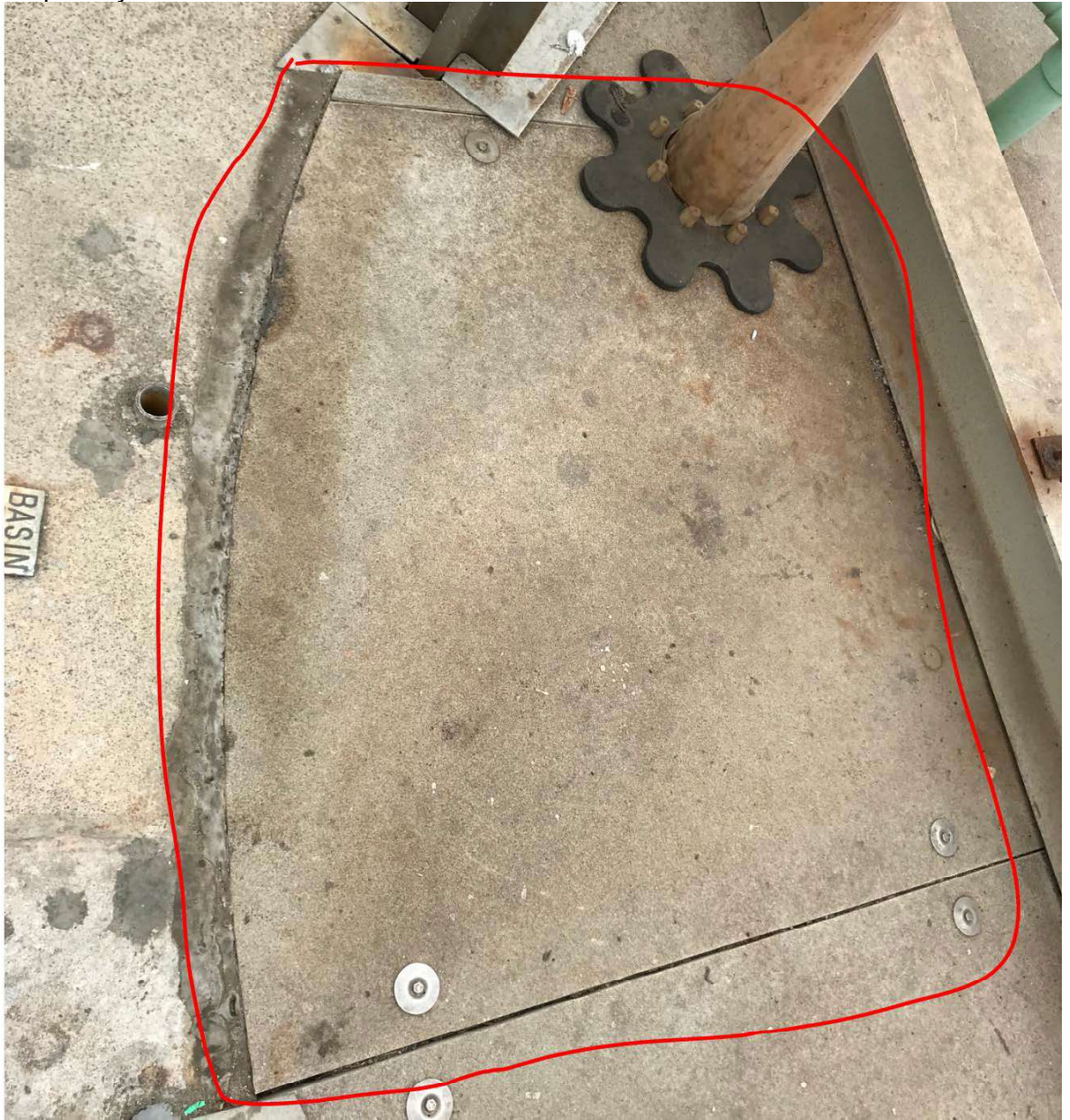


Picture 5: Bent gate top frame

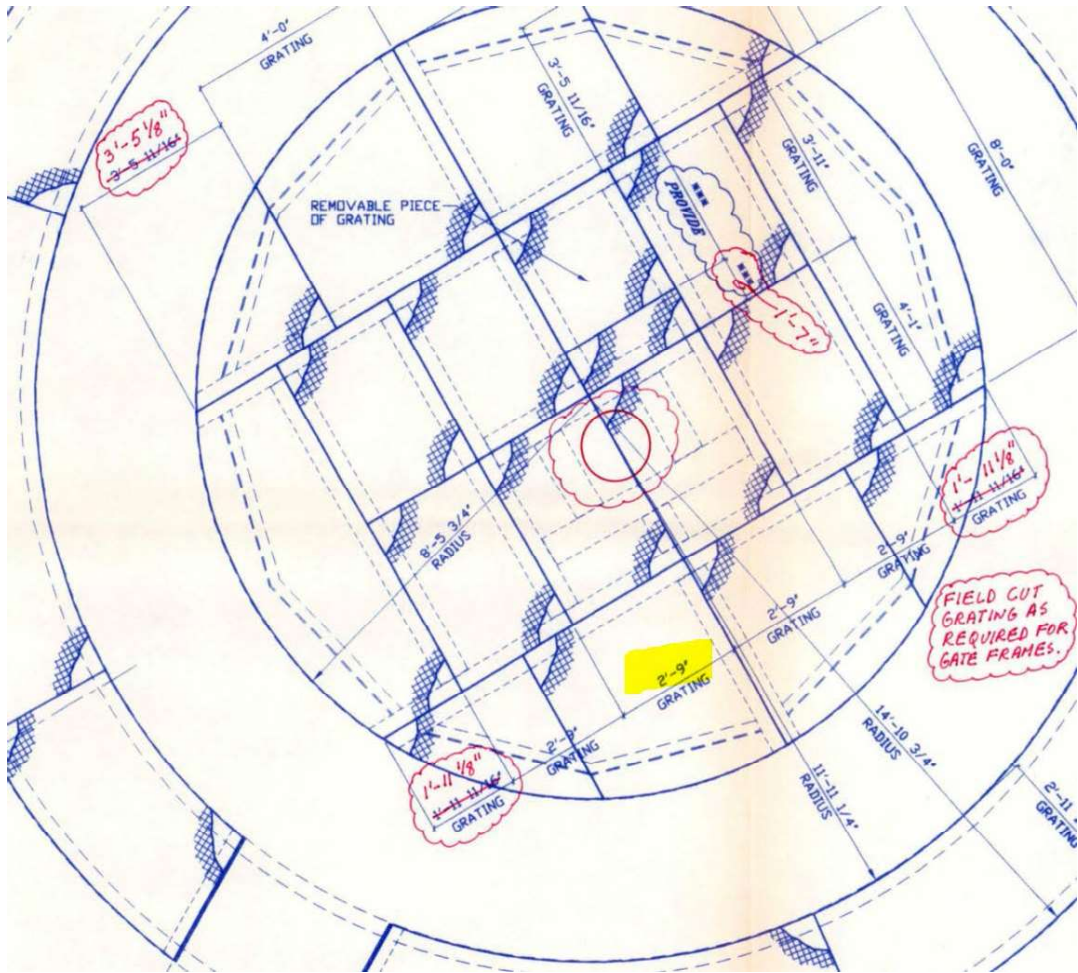
B. Carbon Steel Bulkhead Replacement

There is one corroded carbon steel bulkhead by PSB-M side. The Contractor shall remove FRP gratings to access center of distribution structure and bulkhead removal. In order to remove bulkhead, Contractor shall remove the grating red circled in Picture 6. Curved slat above the bulkhead may need to be removed (Picture 8). Also, bulkhead holes are in bad condition, so they may fail while trying to remove the bulkhead. Lastly, downstream

channel below is filled with primary influent, because PSB-M is normally fed from DS-C and may be operational during this project. Water elevation is below weir elevation in normal condition, but for safety concern, coordinate with OC San operations staff to temporarily turn off flow from DS-C to PSB-M while the bulkhead is removed.



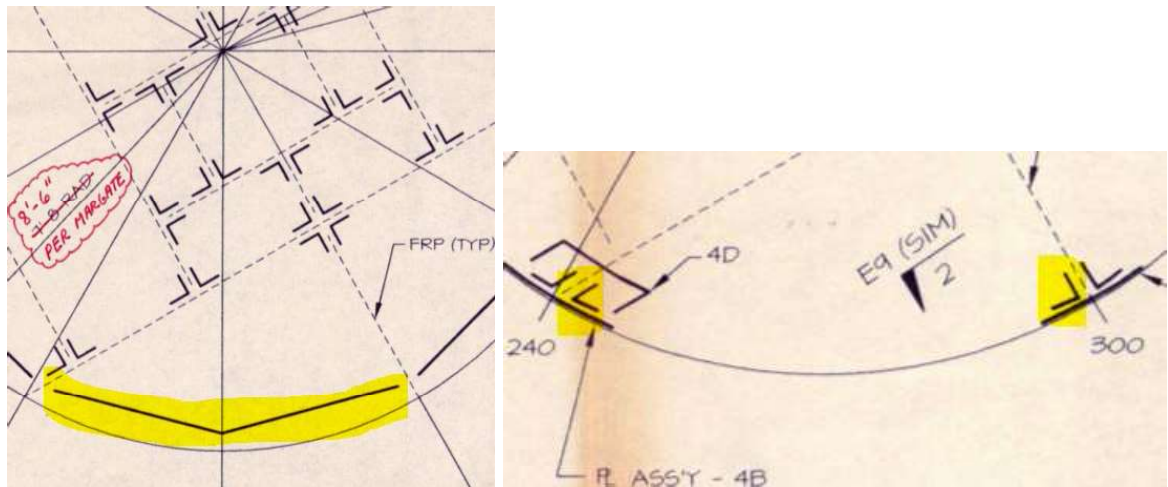
Picture 6: FRP grating from walkway



Picture 7: FRP grating dimension



Picture 8: Corroded carbon steel bulkhead from center of distribution structure



Picture 9: Curved slat and connections under FRP grating



Picture 10: One of weir slabs for PSB-M, and channel below filled with primary influent. Sludge on top of slabs will be removed by OC San.

C. Carbon Steel Weir Plates Replacement (Picture 12)

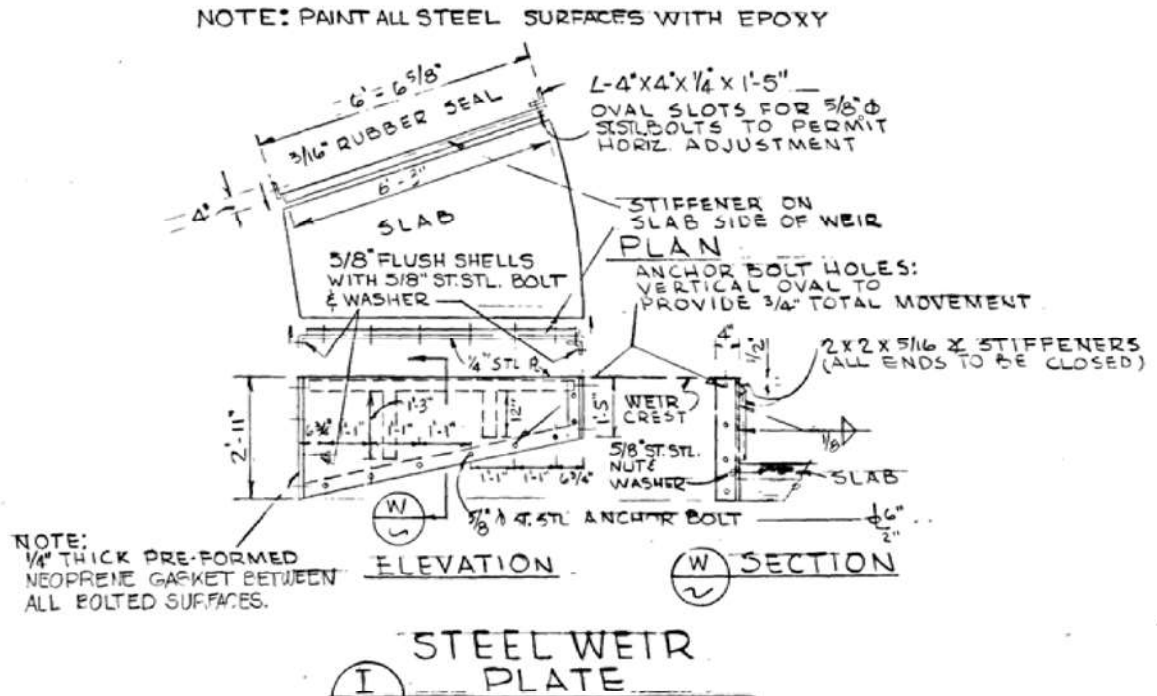
There are 20 carbon steel weir plates (4 weir plates per basin, except 4 from PSB-M) that are corroded with coating failures. The Contractor shall remove FRP gratings (Picture 11) to access weir plates, disassemble weir plates, including L-brackets, and replace them. Refer to Appendix A-3, Section I for the original shop drawing and dimensions. Rubber seals between bolted surfaces shall be replaced. Protect-in-place the existing concrete slabs attached to the weir plates. Individual components shall be marked so that replaced components match the existing installation when the work is completed.



Picture 11: FRP covers removed to access weir plates



Picture 12: Corroded steel weir plates



Picture 13: Steel weir plate original drawing

D. Confined Space Entry Support

The Contractor shall provide confined space entry and all confined space entry equipment, including but not limited to ventilation, lighting, and Self-Contained Breathing Apparatus (SCBA), for the structure entry. The Contractor shall clean and dewater necessary areas, such as inlet well and weir channels, for safe entrance.

4 Project/Work Elements

Because slide gates are not operable, OC San cannot individually isolate downstream primary basins (H, I, J, K, & L). This project would result in a shutdown of these 5 basins. In order to minimize process risk, the work shall be completed within 28 days after the mobilization.

4.1 Submittals

- A. Work plan
- B. Shop fabrication drawings of all supplied materials and hardware
- C. Repair procedures and all repair materials specified in this scope of work
- D. Construction schedule

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 and testing.
- B. 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 Equipment Removal

- A. Slide gates removal (not including one from PSB-M):
 - o 10 x stems & hardware
 - o 10 x bottom rubber seal at the bottom

- 10 x bevel gear operators with 24-in handwheels
- 10 x top frames & hardware
 - Top frames to be reused after straightened
- Polycarbonate thread cover (if exists)
- B. Bulkhead removal:
 - Clean both weir slabs for PSB-M
 - 1 x bulkhead
 - Before the removal, coordinate with operations staff to stop flow from DS-C to PSB-M. Target this activity early morning 6-7am when the plant observes low diurnal flow
 - Plan this activity when new bulkhead is fabricated and ready to be installed right after to minimize PSB-M downtime
 - Clean opening for new bulkhead installation
- C. Weir plates removal (not including 4 from PSB-M):
 - 20 x weir plate assemblies
 - 20 x weir plates
 - 40 x L-brackets
 - 40 x neoprene gaskets
 - 20 x rubber seals
 - SS bolts and nuts
- D. FRP grating removal to provide access

4.4 Equipment Installation

- A. Slide gates installation:
 - Refer to Section 4.1 for the original project submittal
 - 10 x 316 stainless steel (SS) stem
 - 1½-in diameter
 - Approximately 70-in length – to be field verified
 - Refer to Detail “G” from Appendix 2, page 9 for required hardware
 - Refer to 4.5 Material Requirements for stem lubrication
 - 10 x 1/4-in rubber seal at the bottom
 - Use 3M 1300 Adhesive or approved equal
 - 10 x Limitorque® B-20 Single Shaft Bevel Gear Operator, or approved equal
 - Include 24-in slide as accessory
 - 10 x 2½-in diameter clear polycarbonate cover with cover on top
 - 60-in long
 - 10 x 316 SS straightened “C” channel (top frame)
 - Refer to Section DD from Appendix A-2, page 9 for required hardware
 - Refer to 4.5 Material Requirement for coating spec of handles
- B. Bulkhead installation:
 - 316 SS with dimension of 30-in x 58-in – to be field verified
 - 1 ½-in max thickness
 - 2 x 1 ½-in holes on top section – size and location to be field verified
 - Seal joints and make watertight
 - Use polyurethane sealant. [Sika Corp Sikaflex 1A; Tremco Vulkem 116] or Equal
- C. Weir plates installation:
 - 20 x weir plate assemblies
 - Refer to Appendix A-3, Section I for the original drawing and dimension, but to be field verified
 - 20 x 316 SS weir plates with 316 SS 2 x 2 x 5/16 angle stiffeners

- 20 x 316 SS L-brackets (4-in x 4-in x 1/4-in x 1-ft 5-in) with 1/4-in thick neoprene gasket
- 20 x 316 SS L-brackets (4-in x 4-in x 1/4-in x 2-ft 11-in) with 1/4-in thick neoprene gasket
- 40 x 3/16-in neoprene seals (6-ft 6 3/8-in x 5-in)
- 316 SS hardware

D. FRP grating installation

- After work is completed, install existing FRP grating back to original location
- Apply nonshrink grout gap between concrete and FRP grating

4.5 **Material Requirements**

The Contractor shall submit repair procedure and repair materials for OC San approval

- To lubricate new operating stems, use a high grade, heavy-duty lubricant such as:
 - Shell Alvania 2EP
 - Tycol Azepro II
 - Mobilox Grease 2EP
 - Valvoline Val-Lith 2EP
- Non-shrink grout shall be Masterflow 928 as manufactured by BASF Master Builders; or equal. Grout shall be mixed in accordance with the manufacturer's instructions.

4.6 **Permits/Licenses**

Confined space entry permit

4.7 **Commissioning**

Not Used

4.8 **Deliverables/As Built Drawings/Manufacturer's Documentation**

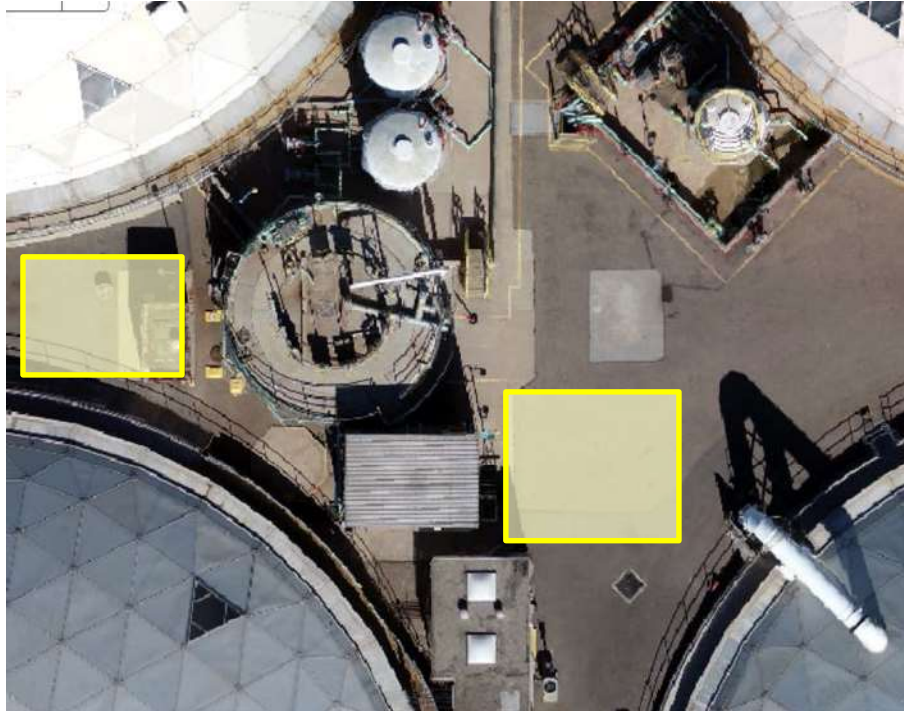
Not Used

4.9 **Training**

Not Used

5 Resources Available

- Appendices as reference information only
- Laydown and Staging Area (Picture 10) below. There may be a truck to load chemical to two bulk tanks north of the distribution structure.
- OC San will implement LOTO after the Contractor acquires Sanitation District's approval.



Picture 4014: Laydown and Staging Area by the highlighted area

6 Project Schedule

The Contractor shall complete the project within 98 calendar days from the effective date of Notice to Proceed. 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, but final completion of work shall be completed within 28 days after the mobilization

Milestones/Timeline	Deadline (Weeks from Kick-Off/NTP)	Review Period (Weeks)	Cumulative Weeks
Kick-Off Meeting (NTP)	Day of NTP	N/A	1 business day
Submittals	Within 21 days of NTP	7 days	28 days
Mobilization	Within 70 days of NTP and after submittal acceptance	N/A	70 days
Final Completion of Work	Within 98 days of NTP	N/A	98 days

7 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.

7.1 Project Kick-Off Meeting

- A. A minimum of two weeks prior to start of work, 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. Assume a minimum of two contract conferences for bidding purposes.

8 Staff Assistance

The Contractor will be assigned a single point of contact on this project. Any meetings and/or correspondence related to this project shall be scheduled and approved by the Project Manager.

9 Safety and Health Requirements

The Contractor and any Subcontractors shall comply with all applicable provisions of the OC San Safety Standards, Federal OSHA, California OSHA, and Local regulations, whichever is most stringent. Please refer to the OC San Contractor Safety Standards for more information.

9.1 Injury and Illness Prevention Program/Site Specific Safety Plan (SSSP)

- A. The Contractor shall prepare and submit a written, job specific safety plan (SSSP). The safety plan must address responsibility, compliance, communication, hazard assessment, incident investigation, hazard correction, and training as required by Title 8, California Code of Regulations, Section 3203.
- B. The Contractor shall also prepare and submit safety programs where required by Cal OSHA. These programs may include fall protection, lockout tagout, confined space entry, and hazard communication. The safety plan must be specific to the work being completed and approved prior to the start of work (includes mobilization).

9.2 Contractor Safety Orientation

- A. The Contractor shall attend a Contractor Safety Orientation (CSO) meeting prior to the start of work. The CSO is an OC San safety orientation conducted between OC San's Risk Management Division (safety and health) and the Contractor. The CSO is conducted once per year or as job conditions or scope of work changes. The Contractor shall participate in these meetings by providing work plans and other requested safety deliverables described below.

9.3 Job Safety Analysis (JSA)

- A. The Contractor shall prepare Job Safety Analysis (JSA) for work tasks completed by the Contractor. The JSA is a procedure where each basic step of the work task has identified hazards and recommended controls for the safest way to complete the work task.

9.4 Lock Out Tag Out (LOTO)

- A. The Contractor shall participate in the OC San LOTO process. OC San will isolate the structure and associated systems prior to Contractor entry into the structure. OC San will prepare a written energy control procedure for the structure. OC San will demonstrate hazardous energy has been controlled by walking each isolation point and reviewing the energy control procedure with the Contractor. The Contractor shall apply their own lock and tag to the OC San lock box upon acceptance and sign the energy control procedure. Each Contractor employee working in the structure must apply their own lock and tag.

9.5 Confined Space Entry

- A. The Contractor shall assume the work area will be in an area classified as a Permit Required Confined Space (PRCS). The Contractor shall prepare a PRCS Entry Permit, Entry Procedure and Rescue Plan that describes all procedures, equipment,

and methods proposed to be used. A dedicated Rescue Team is required. Calling 911 or relying on the local fire department for rescue is not acceptable. A ventilation plan is required to be developed by qualified personnel and implemented during any entry into the structure. The Contractor shall monitor the atmosphere during entry for oxygen, carbon monoxide, flammable gases, and hydrogen sulfide. The Contractor should not assume any OC San owned equipment is available for Contractor use. All safety support shall be provided for OC San Inspectors at the Contractor's expense. The Contractor shall assume all work areas are classified as a PRCS. The Contractor is required to have a copy of its current confined space entry permit at every job site at all times. The OC San inspector may shut down the job site at no additional cost to OC San if the permit is not available upon request. While the piping will be isolated, the Contractor should assume there will be a potential exposure to wastewater. OC San Risk Management will review submitted Entry Permit, Entry Procedures, Rescue Plan and Ventilation Plan. If accepted, OC San Risk Management will issue the Contractor a Confined Space JHA authorizing the Contractor for such entry.

9.6 Fall Protection

- A. Fall protection shall be provided around all openings to protect Contractor employees and OC San. Fall protection at openings shall consist of a portable guardrail or other suitable barrier to prevent persons from falling to a lower level. Fall protection will be required for personnel when using Contractor provided extension ladders when accessing the structures. Fall protection will be required when working at heights greater than six feet.
- B. Scaffold erection may be required. In all cases, the scaffolding system shall be designed by a scaffold qualified person and erected, inspected and dismantled by a scaffold competent person. The scaffolding shall be supplied by a qualified, experienced scaffolding company. Contractor shall submit scaffold plans prior to use and must be approved by OC San.

9.7 Hot Work

- A. Any activity producing spark, flame or heat will require an OC San issued hot work permit. The Contractor, depending on the activity, will be required to provide appropriate controls in accordance with OC San's hot work program. These controls may include a fire watch, 20-pound fire extinguisher, fire blankets, and atmospheric monitor.

9.8 Chemical Safety

All chemicals brought onsite shall be accompanied with a Safety Data Sheet (SDS). The Contractor must store and use those chemicals in accordance with the SDS and manufacturer instructions.