

SERVICES CONTRACT
Activated Sludge Clarifiers 11 and 13 Rehab at Plant No. 1 (MP1-0017)
Specification No. S-2025-692BD

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 Vicon Enterprise, Inc. (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

R E C I T A L S

WHEREAS, OC San desires to obtain the services of Contractor for the replacement of two (2) internal clarifier mechanisms ("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 OC San's current Purchasing Ordinance; and

WHEREAS, on February 25, 2026, OC San's Board of Directors , by minute order, authorized execution of this Contract.

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

1. General.

- 1.1 This Contract and all exhibits hereto are made by OC San and the Contractor.
- 1.2 The following exhibits are incorporated by reference and made part of this Contract.

Exhibit "A" – Scope of Work
Exhibit "B" – Proposal and BAFO
Exhibit "C" – Determined Insurance Requirement Form
Exhibit "D" – Contractor Safety Standards
Exhibit "E" – Human Resources Policies
Exhibit "F" – General Conditions
Exhibit "G" – Performance Bond

- 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 proposal – 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" – Proposal and Cost 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: Shall be as specified in Exhibit "A."

1.6 Days: Shall mean calendar days, unless otherwise noted.

1.7 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

1.8 Work: Shall mean all work, labor, and materials necessary to provide the Services.

1.9 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.

1.10 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

2. Scope of Work.

2.1 Contractor shall provide the Services identified in Exhibit "A" in accordance with generally accepted industry and professional standards.

2.2 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties and consistent with Exhibit "F" - General Conditions (General Conditions), including the sections entitled REQUEST FOR CHANGE (CHANGES AT CONTRACTOR'S REQUEST) and OWNER INITIATED CHANGES.

2.3 Familiarity with Work. By executing this Contract, Contractor warrants that: (a) it has investigated the work to be performed; (b) it understands the facilities, difficulties, and restrictions of the work under this Contract; and (c) it has examined the site of the work and is aware of all conditions at the site. Should Contractor discover any latent or unknown condition materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.

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

3. Contract Term.

- 3.1 The Services shall be completed within sixty (60) weeks 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 One Million Nine Hundred Fifty Thousand Five Hundred Dollars (\$1,950,500.00).
- 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 a bond (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 bond 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.. This Contract shall not become effective until such a bond is supplied to and accepted by OC San. The Bond 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. **California Air Resources Board Mobile Source Regulations.** Contractor and its applicable consultants, subconsultants, and subcontractors shall comply with the following California Air Resources Board Mobile Source Regulations:
 - Advanced Clean Fleet (ACF): 13 CCR 2013-2013.4; 13 CCR 2015-2015.6
 - Truck & Bus Regulation (T&B): 13 CCR 2025
 - Clean Truck Check (CTC): 13 CCR 2195-2199.1
 - Off-Road Diesel Amendments (ORD): 13 CCR 2449-2449.2

25. **Warranties.** Contractor shall provide the warranties required in the General Conditions, including the section entitled WARRANTY (CONTRACTOR'S GUARANTEE).

26. **Dispute Resolution.** Any disputes between the Parties shall be resolved as specified in the General Conditions, including the section entitled DISPUTES.

27. **Liquidated Damages.** Not Used.

28. **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.

29. **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.

30. **Termination.**

30.1 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.

30.2 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.

30.3 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.

30.4 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.

31. 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.

32. 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.

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. Survival. The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.

35. 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.

36. Notices.

36.1 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:

Donald Herrera
Senior Buyer
Orange County Sanitation District
18480 Bandelier Circle
Fountain Valley, CA 92708
dherrera@ocsan.gov

Contractor:

Telvis Artis
President
Vicon Enterprise, Inc.
3574 Enterprise Drive
Anaheim, CA 92807
tartis@vicon.io

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

37. **Read and Understood.** By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.

38. **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.

39. **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.

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: _____
Ryan P. Gallagher
Chair, Board of Directors

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Kevin Work
Purchasing & Contracts Manager

VICON ENTERPRISE, INC.

Dated: _____

By: _____

Print Name and Title of Officer

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EXHIBIT A

SCOPE OF WORK

For

Activated Sludge Clarifiers 11 and 13 Rehab at Plant No.1 (MP1-017)

EXHIBIT A
SCOPE OF WORK
Activated Sludge Clarifiers 11 and 13 Rehab at Plant No. 1 (MP1-017)
SPECIFICATION NO. S-2025-692BD

1. BACKGROUND

The Orange County Sanitation District (OC San) operates 26 rectangular clarifiers at its activated sludge facility at Plant No. 1. two (2) clarifiers require replacement of their internal clarifier mechanisms.

2. LOCATION OF WORK

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

- Plant No. 1 - 10844 Ellis Avenue, Fountain Valley, CA 92708
 - Activated Sludge Facility Clarifiers

3. DESCRIPTION OF WORK

- A. This Scope of Work (SOW) defines the requirements for the work at the OC San secondary clarifiers numbers 11 and 13 sludge collector mechanism.
- B. The Chain and Flight Clarifier equipment components in two (2) clarifiers shall be replaced at the Activated Sludge Facility Clarifiers at Plant No. 1. All replacement equipment components shall be provided by the specified chain and flight clarifier equipment manufacturer (Manufacturer).

4. PROJECT/WORK ELEMENTS

The Work, in general, consists of 1) replacement of all mechanical collection system components as specified. Each clarifier contains two (2) longitudinal collector mechanisms and one (1) cross collector mechanism. All three (3) mechanisms shall be replaced in each of the indicated clarifiers. Complete all Work elements specified below. See Section 15710 - Chain-and-Flight Clarifier Equipment for additional requirements for the clarifier equipment. Contractor shall procure and install the Polychem SystemsTM clarifier chain and flight mechanism, manufactured by Brentwood Industries only. There is a quote from the Manufacturer included for reference only in Appendix 3. This quote lists a bill of materials that the Contractor shall verify, not all items listed in the quote are included in this Work. The Contractor is responsible for obtaining their own quotes for all items of the Work and ensuring that all requirements of the Contract Documents are included in the price of the bid.

4.1 Element 1 – Dewatering and Cleaning

The Contractor shall provide all dewatering, and cleaning as necessary to complete the Work. Cleaning shall include high pressure washing with plant water and removal of all caked, dried, and hardened materials on all concrete surfaces within the clarifiers and on all metal surfaces not being replaced. Do not damage existing facilities.

4.2 Element 2 – Longitudinal Collection System

- a. The Contractor shall provide demolition of existing longitudinal mechanisms. See Section 02050 – Demolition.
- b. Replace all specified components of the longitudinal sludge collection systems. There are two (2) longitudinal collection systems in each Clarifier that shall be replaced. See requirements in Section 15710 - Chain-and-Flight Clarifier Equipment.

- c. Replace all standard brackets anchoring track, and other components connected to the concrete walls. Provide all appurtenant materials and components to provide a complete operating system. All materials provided shall be new and not reused.
- d. Reconnect new mechanisms to existing drives and make adjustments to the drive shaft and mechanisms as needed per Manufacturer's recommendations and installation manual.
- e. All anchor bolts shall be Type 316 Stainless Steel furnished by the Manufacturer.
- f. Chemical adhesives for fixing anchor bolts into walls shall be of approved manufacturer and installed in accordance with manufacturer's printed instructions.
- g. All fasteners shall be Type 316 Stainless Steel unless otherwise specified.
- h. Contractor shall replace all anchor bolts that anchor the systems to the concrete walls and concrete members. New anchor bolt systems shall be 316 stainless steel threaded rod with Sikadur AnchorFix-2 adhesive systems or Hilti HIT-HY 200 system. Use 316 stainless steel nuts and washers. Follow all adhesive manufacturer's recommended procedures for installation of anchor bolts/rods. The anchorage shall be designed to resist seismic forces in accordance with ACI 318, Chapter 17, ASCE 7, and 2022 CBC requirements. The anchor bolts shall be designed to resist seismic loads through direct bearing shear or tension. Frictional resistance due to gravity shall not be considered. Anchor bolts shall be post-installed mechanical or adhesive anchors. Seismic considerations shall include thermal expansion, contraction, and dynamic forces where applicable. Use Site Class D, Risk Category IV.
- i. Contractor to demolish collector monitoring system and associated cables. Refer to Appendix 2- Drawings for field photos.

4.3 Element 3 – Cross Collection System

Replace all components of the cross-collection system (one per Clarifier) and complete work specified. Complete the same work for cross collection system as specified for the longitudinal collection systems. Complete tasks and follow all requirements as specified in Element 2 above and as indicated in Section 15710 - Chain-and-Flight Clarifier Equipment.

4.4 Element 4 – Safety

- a. The Work area is classified as a Permit Required Confined Space (PRCS). Follow all OC San, Occupational Safety and Health Administration (OSHA) and California Department of Occupational Safety and Health Administration CAL/OSHA requirements for work site safety. See Contract Agreement Exhibit D – Contractor Safety Standards.
- b. Contractor shall attend a Contractor Safety Orientation (CSO) and complete a Job Hazard Analysis (JHA) during the beginning of the project and as specified. Contractor shall participate in these meetings by providing work plans, and other submittals specified in the aforementioned Contractor Safety Standards.
- c. Contractor shall follow OC San's procedures and participate in the OC San Lock Out Tag Out Verify (LTV) process. OC San will isolate the clarifiers and associated systems prior to the Contractor's entry into the structures and will complete LTV procedures with Contractor. Contractor shall understand the hazards and shall walk the site with OC San during this process and place locks on individual components or add locks to a group lock box. All Contractor employees shall have their designated locks. Locks shall be singled keyed. Combination locks will not be accepted as part of the Lock Out Tag Out (LOTO) process.
- d. Confined Space Entry. The space inside the clarifiers is classified as a PRCS. Entry into such areas can be hazardous and dangerous. Contractor shall prepare a Site-Specific PRCS Entry Plan and Rescue Plan that describes all procedures, equipment,

and methods proposed to be used. Relying on the local fire department for rescue is not acceptable. All safety support and equipment, including Rescue Team shall be provided for OC San Inspectors or OC San representatives at the Contractor's expense.

- e. Fall Protection. Fall protection shall be provided for workers and OC San staff when the fall exposure is greater than CAL/OSHA and OC SAN stipulate. When scaffolding is used for the Work, it shall be a system specifically engineered for the work area and supplied by a qualified, experienced scaffolding company. OC San staff will have their own harnesses and other PPE.
- f. Safety Deliverables. Provide an Injury, Illness Prevention Plan (IIPP) and a Site-Specific Safety Plan (SSSP), Fall Protection Plan, Confined Space Entry and Rescue Plan, and other safety submittals required.

4.5 Element 5 – Inspection, Testing, and Commissioning

Follow requirements for Inspection, Testing, and Commissioning as specified in Section 01810 – Commissioning and Section 15710 Chain and Flight Clarifier Equipment.

5. SUBMITTAL

Provide the following submittals at minimum:

- A. Work Plan and Quality Control Plan
- B. Construction Schedule
- C. Submittals Required per Specifications
- D. Equipment Service Manuals (ESMs)
- E. Shop Drawings

Contractor shall provide product data sheets and other submittals and procedures for review and approval by OC San for all materials, components, and parts prior to procurement.

Contractor shall group submittals in sets to maximize efficiency. Provide submittals in digital, PDF format that is high resolution (1200 dpi or higher). Ensure all non-applicable data and optional functions that are not being provided are deleted or clearly crossed out. Provide submittals to OC San for review. OC San will return submittals to Contractor within 20 business days. Contractor shall revise submittals as directed and resubmit as necessary.

6. DEMOLITION AND EQUIPMENT REMOVAL

All demolished material shall be disposed of by Contractor off-site in a safe and legal manner. Refer to Drawings in Appendix 2 for demolition work.

7. SEQUENCE OF WORK AND EQUIPMENT INSTALLATION

The general sequence of work is provided below:

- Both clarifiers are available for Contractor's work
- Coordinate with OC San for isolation of energy sources.
- Dewater and cleaning of each clarifier.
- Provide temporary supports if necessary.
- Conduct pre-rehab inspection with OC San Engineer.
- Perform demolition.
- Install the mechanism and test and commission each clarifier into service.
- Review and verify Drawings and Specifications for additional details.

8. PERMITS/LICENSE

For the duration of the Work, Contractor and all subcontractors must maintain the appropriate licenses, registrations, and certifications required by existing law to perform the Work within the scope of the contractor including, without limitation as required herein and, in the Drawings, and Specifications:

- Contractor Class A License
- Confined Space Training Certification – the Clarifiers are categorized as a permitted confined space and must provide supporting documentation for training certification and meet requirements as described in the front-end documents, and OSHA requirements

9. QUALITY ASSURANCE AND QUALITY CONTROL

Contractor shall perform all Work in accordance with approved written Quality Control Plan. The Quality Control Plan shall include a description of Contractor's procedures for calibrating test equipment, establishing work procedures, maintaining compliance to work procedures, monitoring quality of work, and training of staff. Contractor's procedures for taking and recording data, organization and retention of records, and transmittal to OC San for review and acceptance shall be included. Contractor shall submit their Quality Control Plan to OC San for approval before the Work begins.

10. RESOURCES AVAILABLE

- A. Laydown and Staging Area: OC San will provide limited space at Plant No. 1 for a laydown and staging area as indicated on the Drawings provided in Appendix 2.
- B. Temporary Utilities: OC San will provide Contractor with power and water for Contractor's construction operations. Power will be available by connecting to existing sources within 300 ft and limited to 100 amps. Non-potable water will be available from location as directed by OC San and limited to 25 GPM. Any power or water needed beyond limits of connections provided by OC San are Contractor's responsibility.
- C. Use of Restroom Facilities is not allowed. Contractor shall furnish portable facilities.

11. PROJECT SCHEDULE

- A. Contractor shall provide Project construction schedule within fourteen (14) calendar days of the Notice to Proceed (NTP) and provide monthly updates of the Project schedule. The purpose of the Project schedule is to ensure adequate planning and timely execution of the Work by Contractor, facilitate coordination and interfacing of Contractor's work with OC San (as needed), and establish a schedule to which subsequent periodic schedule updates will be compared to determine overall progress and performance toward satisfactory completion of the Work.
- B. The schedule shall show duration of tasks, predecessors, and successors, and start and finish dates. In addition to the milestone dates listed below the schedule shall include at a minimum the following tasks: mobilization, procurement and delivery, detailed rehabilitating activities for each clarifier, tasks involving existing plant systems including interruptions, and log out tag out (LOTO), and testing and commissioning. The Work activities comprising the Project schedule shall be of sufficient detail to assure adequate planning and execution of the Work such that, in the judgment of OC San, it provides an appropriate basis for predicting, monitoring, evaluating, and recording the progress of the Work.

Milestones/Timeline	Deadline (weeks from NTP)
1. Kick-Off Meeting	2 weeks from NTP
2. Submittal of Baseline Schedule	2 weeks from NTP
3. Submittals Shop Drawings	4 weeks from NTP
4. Equipment Procurement	7 weeks from NTP
5. Equipment Installation	30 weeks from NTP
6. Commissioning	50 weeks from NTP
7. Final Completion	52 weeks from NTP
Total Contract Duration	60 weeks from NTP

- C. Pre-repair inspection by OC San and Engineer: Schedule shall include activities for a joint inspection with Contractor to confirm extent of rehab work.
- D. Provide a written narrative of the work plan for the Project that includes all phases of the Work, all milestones shown on the construction schedule, all deliveries, all field assessments, with detailed description of Work tasks.

12. PROJECT MANAGEMENT

Contractor shall provide an experienced project manager (Contractor PM). The Contractor PM assigned to the project shall have the authority to act on behalf of Contractor, including executing the orders or directions of OC San without delay. All communication shall go from Contractor PM to the OC San PM or OC San designated representative.

12.1 Project Supervision

At all times during the progress of the Work, Contractor shall have assigned a resident-superintendent (Superintendent) who shall be on site during all Work. The Superintendent shall only be replaced with written approval by OC San. This Superintendent and/or Contractor PM shall have full authority to promptly supply products, tools, plant equipment, and labor as may be required to diligently prosecute the Work. All communications given to or received from the Superintendent and/or the Contractor PM shall be binding on Contractor.

12.2 Project Kick-Off Meeting

Within two (2) weeks of NTP, Contractor shall conduct a meeting with OC San PM (or OC San designated representative), manufacturers, vendors, and Subcontractors as needed for the meeting agenda to establish appropriate contacts and review the Contractor's plan to implement this Work. All notes and any decision items shall be captured by the Contractor and reported in electronic format. OC San will provide the meeting space.

12.3 Progress Meetings

Contractor shall conduct bi-weekly progress meetings until the completion of the Project. Attendees include Contractor, OC San (or OC San designated representative), manufacturers, vendors, and sub-contractors as needed for the meeting agenda. The Contractor's PM shall attend every meeting. The formal agenda shall be submitted with the previous meeting notes at least three (3) working days prior to each meeting. The Contractor shall provide his updated work

schedule, appraise OC San of its progress, procurement, submittal, or other issues affecting project progress. All notes and decision items shall be captured by the Contractor and reported in electronic format. OC San will provide meeting space. Additional meetings may be required for the progress of the Work.

13. OC SAN STAFFING

The OC San Project Manager (PM) will be the assigned point of contact for Contractor on this Project. Any meetings and/or correspondence related to this Project shall be approved by the designated single point of contact.

14. WORK RESTRICTIONS

- Workdays and Work hours: Monday to Thursday, 7:00am through 4:00pm
- Secondary Clarifier Load Limits: Refer to Appendix 2 – Drawings for traffic load limitations.
- The Contractor shall execute the Work while the existing facilities are in operation, except for Facility Out of Service instances (Secondary Clarifiers 11 and 13).
- Staff Assistance. OC San staff will only be available to support the Contractor's staff for LOTO, Testing, Inspection, and consultation during OC San's normal working times. All inspection, witnessing milestones and witnessing tests shall take place only during normal working times. No inspection or test witnessing or other coordination is available on OC San holidays.

15. APPENDICES

The following appendices are part of this Scope of Work.

Appendix 1 – Specifications

- 01600 Shipping, Storage And Handling
- 01810 Commissioning
- 02050 Demolition
- 15710 Chain-and-Flight Clarifier

Appendix 2 – Drawings

Appendix 3 – Reference Document for Brentwood Industries